



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Anglican Schools Commission Incorporated
(AG2023/3260)

THE ANGLICAN SCHOOLS COMMISSION INC. VICTORIAN ENTERPRISE AGREEMENT

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 25 SEPTEMBER 2023

Application for approval of The Anglican Schools Commission Inc. Victorian Enterprise Agreement.

[1] An application has been made for approval of an enterprise agreement known as *The Anglican Schools Commission Inc. Victorian Enterprise Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Anglican Schools Commission Incorporated. The Agreement is a single enterprise agreement.

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

[3] I note that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 19.6 (Deduction on termination pay)
- Clause 20 (Abandonment of Employment)
- Clause 31 (Substitution of Public Holidays)
- Clause 36.7 (Alternative employment)
- Clause 55.4 (Forfeiture)
- Clause 73.4 (Forfeiture)

However, noting clause 5.2 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[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 of the Act, will operate from 2 October 2023. The nominal expiry date of the Agreement is 4 March 2027.

DEPUTY PRESIDENT

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**THE ANGLICAN SCHOOLS
COMMISSION INC.
VICTORIAN
ENTERPRISE AGREEMENT**

15 August 2023

Clause Title	Page Number
PART 1 - APPLICATION AND OPERATION OF AGREEMENT	7
1 Title.....	7
2 Arrangement	7
3 Definitions	7
4 Scope and Parties Bound	10
5 Commencement Date of Agreement and Period of Operation	11
6 No Extra Claims	11
7 Relationship to Awards	11
8 National Employment Standards	11
9 Modes of Employment	12
10 Casual Employee	14
11 Right to Request Casual Conversion.....	15
12 Minimum Employment Period	15
13 Payment of Wages.....	15
14 Payment on termination of employment	16
15 Remuneration Package	16
16 Supported Wage	17
17 Superannuation.....	18
18 Travelling Expenses.....	18
19 Under and Over Payment	19
20 Abandonment of Employment	20
21 Personal/Carer's Leave	20
22 Parental Leave	24
23 Long Service Leave	27
24 Compassionate Leave	30

25	Community Service Leave.....	32
26	Jury Service Leave.....	33
27	Examination Leave.....	33
28	Qualification Conferral Leave.....	33
29	Leave Without Pay.....	33
30	Public holidays.....	34
31	Substitution of Public Holidays.....	35
32	Dispute Resolution.....	35
33	Flexibility.....	36
34	Requests for Flexible Working Arrangements.....	37
35	Consultation Regarding Major Workplace Change.....	38
36	Redundancy.....	42
37	Meal Provision.....	43
38	Breakage and Loss.....	44
39	Protective Clothing.....	44
40	Accident Compensation and Accident Make-Up Pay.....	44
41	School Policies.....	45
42	Confidentiality.....	45
43	Consultative Committee.....	45
44	Serious Misconduct.....	46
45	Performance Management.....	46
PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS.....		48
46	Terms of Engagement.....	48
47	Classifications and Salary.....	48
48	Teachers with Full/Provisional Registration with the Victorian Institute of Teaching.....	48
49	Permission to Teach Teachers with the Victorian Institute of Teaching.....	49

50	Full-Time Equivalent Service	49
51	Payment of Part-Time and Casual Teachers	50
52	Hours of Work	50
53	Non Attendance Time	51
54	Annual Leave	52
55	Notice of Termination.....	52
56	Weekly Term Programme & Expectations.....	54
57	Position of Responsibility Allowance	54
58	Professional Development.....	56
PART 4 – CONDITIONS OF EMPLOYMENT FOR GENERAL EMPLOYEES		57
59	Terms of Engagement	57
60	Classifications and Salaries	57
61	Junior Salary	58
62	Reclassification	59
63	Incremental Progression	59
64	Ordinary Hours of Work	59
65	Rostered Days Off.....	62
66	Breaks	62
67	Shiftwork.....	63
68	Penalty Rates.....	64
69	Overtime.....	65
70	Annual Leave	66
71	School Holidays	67
72	Stand Down During Non-Term Time	68
73	Termination of Employment.....	69
SIGNATORIES		71

Schedule 1.....	72
Teachers' Salary Scales and Allowances	72
Table 1 – Teachers Salary Scales 2022	72
Table 2 – Teachers Salary Scales 2023	73
Table 3 – Teachers Salary Scales 2024	74
Table 4 – Teachers Salary Scales 2025	75
Schedule 2.....	76
Casual Teachers' Salary Schedules	76
Table 5 – Teachers Casual Rates from Commencement of the Agreement.....	76
Table 6 – Teachers Casual Rates 2024.....	76
Table 7 – Teachers Casual Rates 2025.....	76
Schedule 3.....	77
Teachers' Position of Responsibility (POR) Allowances.....	77
Table 8 – POR Allowance rates from 1 January 2023	77
Table 9 – POR Allowance rates from 1 January 2024	78
Table 10 – POR Allowance rates from 1 January 2025	78
Table 11 – POR Allowance rates from 1 January 2026	78
Table 12 – POR Allowance rates from 1 January 2027	78
Schedule 4.....	79
General Employee's Salary Scales and Allowances	79
Table 13 - 2022 Vic EBA 40 weeks worked and 4 weeks annual leave	80
Table 14 - 2023 Vic EBA 40 weeks worked and 4 weeks annual leave	81
Table 15 - 2024 Vic EBA 40 weeks worked and 4 weeks annual leave	82
Table 16 - 2025 Vic EBA 40 weeks worked and 4 weeks annual leave	83
Table 17 - 2022 Vic EBA 42 weeks worked and 4 weeks annual leave	84
Table 18 - 2023 Vic EBA 42 weeks worked and 4 weeks annual leave	85

Table 19 - 2024 Vic EBA 42 weeks worked and 4 weeks annual leave	86
Table 20 - 2025 Vic EBA 42 weeks worked and 4 weeks annual leave	87
Table 21 - 2023 Vic EBA 46 weeks worked and 4 weeks annual leave	88
Table 22 - 2024 Vic EBA 46 weeks worked and 4 weeks annual leave	89
Table 23 - 2025 Vic EBA 46 weeks worked and 4 weeks annual leave	90
Table 24 - 2022 Vic EBA 48 weeks worked and 4 weeks annual leave	91
Table 25 - 2023 Vic EBA 48 weeks worked and 4 weeks annual leave	92
Table 26 - 2024 Vic EBA 48 weeks worked and 4 weeks annual leave	93
Table 27 - 2025 Vic EBA 48 weeks worked and 4 weeks annual leave	94
Schedule 5.....	96
General Employees Classifications – Administration, Health & Wellbeing and Student/Teacher Support *excludes Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, Bus Drivers, General Operational Staff and Child Care Staff. See Schedule 6.	96
Schedule 6.....	109
General Employees Classifications – Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, Bus Drivers, General Operational Staff and Childcare Staff	109

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement is to be known as The Anglican Schools Commission Inc. Victorian Enterprise Agreement (the '**Agreement**') and is a Single Enterprise Agreement made pursuant to section 172 (2) of the Fair Work Act 2009 (Cth).

2 Arrangement

This Agreement is arranged as per the Contents above.

3 Definitions

For the purpose of this Agreement:

3.1 **Act** means the *Fair Work Act 2009* (Cth).

3.2 **Anglican Schools Commission school** means Cathedral College and Cobram Anglican Grammar School and any other school in Victoria which is administered by the Employer.

3.3 **Agreement** means The Anglican Schools Commission Inc Victorian Enterprise Agreement.

3.4 **ASC** means the Anglican Schools Commission Inc.

3.5 **Award** means the following:

- *Educational Services (Teachers) Award 2020*;
- *Educational Services (Schools) General Staff Award 2020*.

3.6 **Casual General Employee** means a General Employee engaged as a casual employee as defined in the Act.

3.7 **Casual Teacher** means a Teacher who is engaged on a casual employee (as defined in the Act) for a period not exceeding four school term weeks. Provided that such casual engagement may continue beyond four weeks for a further four weeks where the Casual Teacher is replacing a Teacher absent for a period which extends beyond four weeks (and such longer absence was not anticipated when the Casual Teacher was engaged).

3.8 **Employee** means a Teacher, or a General Employee employed by the Employer.

3.9 **Employer** means the Anglican Schools Commission Inc.

3.10 **Fixed Term Employee** means an Employee as set out in clause 9.5.

3.11 **Fixed-Term employment** means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date,

will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

- 3.12 **Fixed Term Teacher** means a Teacher employed as set out in clause 9.5
- 3.13 **Full-Time General Employee** means an Employee as set out in clause 9.1.
- 3.14 **Full-Time Teacher** means any Teacher other than a Casual or Part-Time Teacher.
- 3.15 **FWC** means Fair Work Commission.
- 3.16 **General Employee** means, without limiting the generality of this expression:
- (a) an Employee other than a Teacher who may be employed in a position described as food technology assistant, art assistant, TAS assistant, music assistant, laboratory assistant, library/audio-visual assistant, book-room assistant, information technology staff, archivist, bilingual aide, teachers' aide, alternate format publication staff or other position in which the Employee is required to assist a Teacher in the curricular or co-curricular activities of a School or preschool (such persons are described in this Agreement as School Assistants) or employed in a clerical or administrative capacity; or
 - (b) an Employee whose duties include the maintenance of buildings, plant and equipment or the preparation and upkeep of grounds; or employment in a school canteen or uniform shop; or driving a school bus or other similar duties as directed by the Employer; or
 - (c) an Employee who is employed in general operational positions which include employment in a kitchen, dining room or laundry or employed as a cleaner or caretaker; or
 - (d) an Employee who may be employed in a position described as helpers, workers, assistants or supervisors in or in connection with a preschool, child-care, child-minding centres, before and after school care services and vacation care services; or
 - (e) a registered nurse; or
 - (f) an Employee who is employed with responsibility for the pastoral care and supervision of students in a boarding house; or
 - (g) an Employee who is employed to provide support, counselling, assessment and welfare services to students.

- 3.17 **Graduate Teacher** means a Teacher who has been awarded provisional registration, conditional registration or permission to teach as per clause 3.24.
- 3.18 **Immediate Family** means
- a) 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
 - b) 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
- 3.19 **LSL Act** means the *Long Service Leave Act 2018* (Vic.)
- 3.20 **National Employment Standards (NES)** means the minimum employment standards set out in Part 2-2 of the Act.
- 3.21 **Non-Attendance Time** means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave).
- 3.22 **Part-Time Employee** means an Employee as set out in clause 9.2.
- 3.23 **Part-Time Teacher** means a Teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a Full-Time Teacher is required to teach.
- Provided that a Part-Time Teacher may work more than 0.8 of the normal Full-Time load where an agreement has been reached by the parties. Such agreement shall be in writing and shall include the length of the term of the arrangement and the scheduling of time.
- 3.24 **Permission to Teach Teacher** means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and the person
- holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or
 - holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or
 - is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or

- has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (Permission to Teach Policy 2011)

- 3.25 **Principal** means a person appointed to manage an Anglican Schools Commission school.
- 3.26 **Registered Health Practitioner** means a person registered under the *Health Practitioners Regulation National law (Victoria) Act 2009*
- 3.27 **School** means Cobram Anglican Grammar School and Cathedral College Wangaratta, or such other School operated by the ASC in Victoria.
- 3.28 **Teacher** means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is employed to teach. This definition includes a qualified teacher librarian and Permission to Teach Teacher but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.
- 3.29 **Union** means the Independent Education Union Victoria Tasmania.
- 3.30 **Victorian Institute of Teaching (VIT)** means the statutory authority for the registration of teachers established pursuant to the *Education and Training Reform Act 2006 (Vic.)*
- 3.31 **Vocational Education and Training Teacher (VET)** means an employee engaged to undertake teaching, training and assessment in Vocational Education and Training within an Australian Skills Quality Authority (ASQA) approved course.

4 Scope and Parties Bound

4.1 Parties Bound

Subject to clause 4.2, this Agreement shall cover the Employer and:

- 4.1.1 Teachers; and
- 4.1.2 General Employees;

employed by the Employer in Victoria.

4.2 Exclusions

This Agreement shall not apply to:

- 4.2.1 persons appointed as Principals (however titled); and
- 4.2.2 persons appointed as a Deputy Principal (however titled); and
- 4.2.3 apprentices and trainees; and

- 4.2.4 persons instructing students in the areas of music or other individual arts and engaged on an individual fee basis; and
- 4.2.5 sports coaches and trainers (unless appointed as Teachers); and
- 4.2.6 swim coaches and employees employed in health and fitness centres and/or swimming pools owned and operated by the Employer; and
- 4.2.7 persons employed as Business or Financial Managers or Bursars (however titled) employed in a senior management or executive positions who have managerial responsibilities including the delegated authority to act for the Employer from time to time in the recruitment, training and dismissal of Employees.

5 Commencement Date of Agreement and Period of Operation

- 5.1 This Agreement will come into effect 7 days after the date of approval by the Fair Work Commission and will expire 42 months from the date of registration. The terms and conditions of this Agreement remain in place until a subsequent agreement is registered.
- 5.2 This Agreement does not exclude the NES and the NES will continue to apply to the extent that the Agreement is detrimental, in any respect, when compared to the NES.

6 No Extra Claims

- 6.1 The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Parties for the life of the Agreement.
- 6.2 It is a term of this Agreement that the Parties will not pursue any extra claims, award or over award, for improvement in wages or other terms and conditions of employment for the life of the Agreement.

7 Relationship to Awards

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

8 National Employment Standards

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

PART 2 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

9 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.

9.1 Full Time Employees

The Employer may engage an Employee on a full-time basis in accordance with this Agreement.

9.2 Part Time Employee

The Employer may employ an Employee on a part time basis in accordance with this Agreement.

9.3 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.

9.4 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis. A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

9.5 Fixed Term Employee

9.5.1 Fixed-Term employment means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).

9.5.2 The use of Fixed Term employment shall be limited to the employment of an Employee in one of the following categories:

(a) Specific task or project

A definable work activity that has a starting time and that is expected to be completed within an anticipated timeframe.

Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

(b) Vocational Education and Training Employee

VET Employees involved in delivery, and/or support for delivery, of Vocational Education and Training may be employed for a contract period not exceeding 2 years.

(c) Replacement Employee

An Employee undertaking work activity replacing a Full-Time or Part-Time Employee for a definable period for which the replaced Employee is either:

- a) on authorised leave of absence; or
- b) is temporarily seconded/transferred away from their usual work area; or
- c) performing the duties of a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or
- d) a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for those vacant higher duties position until a Full-Time or Part-Time Employee is engaged for the vacant position or vacant higher duties position as applicable.

(d) Pre-retirement contract

Where a Full-Time or a Part-Time Employee declares that it is their intention to retire, a Fixed-Term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to 2 years.

(e) Innovation or reorganisation

Where the Employer or a discrete section of the Employer is undergoing or is about to undergo major organisational change including discontinuation of a work area, or where a new course, new system, market research or organisational unit is being developed and implemented, a Fixed-Term contract can be used for Employees either in the work area, or employed in support of the change. The contract may have a term of up to 2 years.

In the case of discontinuation of a work area, if the decision to discontinue the work area is reversed, or should for any other reason the Employee's position or substantially the same position continue beyond the 2 year period, the Employee shall be offered that work on a continuing basis. In the case of a new course, new system, market research or organisational unit, if the position or substantially the same position occupied by the Employee continues beyond the expiry of the contract, the Employee shall, subject only to satisfactory performance, be offered continuing employment in that position.

(f) Any Other Reason

As agreed between the Employer and the Union in accordance with the Act. The Union will not unreasonably withhold agreement.

9.6 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

9.6.1 notice of termination (where the date of cessation of employment is stated at the time of appointment)

9.6.2 redundancy.

10 Casual Employee

The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

10.1 A Casual Employee is entitled to the rate of pay specified in Schedule 2 or Schedule 4 as appropriate. This rate of pay includes a loading in lieu of paid leave entitlements and other service-related entitlements.

10.2 A Casual Employee is not entitled to any of the following benefits under this Agreement:

10.2.1 notice of termination of employment

10.2.2 redundancy

10.2.3 remuneration packaging

10.2.4 annual leave

10.2.5 jury service leave

10.2.6 school holidays

10.2.7 non attendance time

10.2.8 leave loading

10.2.9 paid personal leave

10.2.10 paid compassionate leave

10.2.11 accident make-up pay.

10.3 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

10.4 The Employer must not employ a Casual Teacher, in such a capacity for more than 4 consecutive school term weeks. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

10.5 The Employer will engage a Casual Teacher for a full day or a half day.

10.6 A Casual General Employee will be engaged and paid for a minimum of 2 hours for each engagement.

10.7 The Employer must not employ a Casual General Employee, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

11 Right to Request Casual Conversion

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

12 Minimum Employment Period

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

12.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 55 or 73 and does not need to comply with any due process or performance management policies or procedures in place from time to time.

12.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	7 weeks
General Employee	4 weeks

12.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in clause 12.3.

13 Payment of Wages

13.1 Wages shall be payable monthly (on or before the 15th day of each month, provided that payment is two weeks in advance) by electronic funds transfer into an account nominated by the Employee.

13.2 The Employer is committed to maintaining parity with the Department of Education of Victorian salaries. Salary increases will reflect the increases provided to Victorian Government Employees for Teachers and General Employees classifications.

13.3 Employees will receive the same increases to their salaries as the Victorian Government Wages Policy as it applies to teachers during the term of this Agreement.

13.4 Any increases to salaries referred in clause 13.3 will come into effect from the same operative date as the operative date for increase paid by the Victorian Department of Education.

- 13.5 This matching of salary increases each year is subject to the Employer and the School being able to continue to meet its financial obligations and if that position changes then this will be reviewed in consultation with the various parties.
- 13.6 All salary rates listed in this Agreement include 17.5% leave loading, based on four weeks' annual leave, which is amortised across the year.
- 13.7 Position Allowance
- 13.7.1 All Employees are entitled to be paid in December, a position allowance equivalent to 1% of the total salary to which the employee is normally entitled as of 1 December of the year in which the allowance is paid.
- 13.7.2 The allowance will be paid in December 2023, December 2024, and December 2025.
- 13.7.3 The allowance will be paid in the final pay period of the school year as a lump sum.
- 14 Payment on termination of employment
- 14.1 The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- 14.1.1 the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
- 14.1.2 all other amounts that are due to the employee under this Agreement and the [NES](#).
- 14.2 The requirement to pay wages and other amounts under clause 14.1.1 is subject to further order of the FWC and the employer making deductions authorised by this Agreement or the Act.
- 15 Remuneration Package
- 15.1 Salary Packaging
- 15.2 The Employer will allow salary packaging by staff on condition that participating Employees:
- 15.2.1 meet the full cost of the services of an Employer approved remuneration consultant;
- 15.2.2 obtain independent financial advice on the implications of salary packaging for the Employee;
- 15.2.3 agree that the Employer is not liable for the effect of any change to taxation law or rulings concerning salary packaging;
- 15.2.4 will reimburse the School for any Fringe Benefits Tax paid by the School on the employee's behalf under the terms of this clause.

- 15.3 For the purposes of this clause:
- 15.3.1 “Benefits” means the benefits nominated and received by the Employee.
 - 15.3.2 “Benefit Value” means the amount specified by the Employer as the cost to the Employer of the benefit provided including Fringe Benefit Tax, if any. The School must advise the teacher in writing of the Benefit Value.
 - 15.3.3 “Fringe Benefit Tax” means tax imposed by the Fringe Benefits Tax Act 1986 as amended.
 - 15.3.4 The Employer may offer to provide, and the Employee may agree in writing to accept a salary equal to the difference between the Benefit Value and the salary which would have applied to the employee under clause, had salary packaging not been accepted.
- 15.4 Conditions of Employment
- 15.4.1 Except as provided by this clause, Employees must be employed at a salary based on a rate of pay, and on terms and conditions, not less than those prescribed by the Agreement.
 - 15.4.2 For all purposes of the Agreement, salary shall be deemed to include the value of any benefits provided under this clause.
- 15.5 During the currency of an Agreement under this clause:
- 15.5.1 Any Employee who takes paid leave on full pay shall receive the Benefits and salary referred to in clauses 15.3.1 and 15.3.4.
 - 15.5.2 If an Employee takes leave without pay the Employee will not be entitled to any Benefits during the period of leave.
 - 15.5.3 If an Employee takes paid leave on less than full pay he or she shall receive:
 - 15.5.4 the Benefits; and
 - 15.5.5 any balance of salary as agreed between the Employer and the Employee.

16 Supported Wage

- 16.1 This Agreement incorporates the provisions of Schedule E – Supported Wage System of the *Educational Services (Schools) General Staff Award 2020* as in force from time to time, provided that:
- (a) The supported wage rates will be calculated using the rates of pay contained in this Agreement instead of the minimum wage rates provided under the Award; and
 - (b) The Employee will be entitled to all other terms and conditions of employment under this Agreement.

17 Superannuation

17.1 Superannuation Contributions

The Employer currently makes, and will continue to make, an Employer superannuation contribution, of ordinary time earnings, 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, the contribution will be made into:

- (a) the Employee's stapled fund; or
- (b) if the Australian Taxation Office does not identify a stapled fund for the Employee, to the Employer's default fund provided that the Employer's default fund must offer a MySuper product as defined in the Superannuation Industry (Supervision) Act 1993 (Cth).

17.2 For the purposes of this clause, 'basic earnings' shall mean in respect of any Quarter:

- (a) the minimum annual rate of salary prescribed from time to time for the Employee by clause 47 and clause 60 for any Quarter; and
- (b) the amount of any other payment defined as "Ordinary Time Earnings" in the SGAA:

up to the maximum contribution base, as defined in the SGAA, in respect of any Quarter.

17.3 Exceptions

17.3.1 Unless it is necessary for the purpose of clause 17.1 in order for the Employer to avoid paying SGC, the Employer shall not be required to make contributions pursuant to this Agreement in respect of an Employee who:

- (a) is absent from their employment without pay, for such period of absence without pay; or
- (b) is referred to in section 27 of the SGAA.

17.3.2 In respect of an Employee who is absent on leave at half pay, the Employer shall only be required to make superannuation contributions in respect of the period of leave on half pay based on the salary received by the Employee during the period of leave on half pay.

18 Travelling Expenses

18.1 Travelling for Professional Development

18.1.1 The Employer acknowledges the importance of ongoing professional development both to the individual Employee and to

the Employer. It is recognised that some forms of professional development require the Employee to travel to Melbourne and/or the metropolitan region or other regional centres. The Employer encourages staff, for economic and environmental reasons, to maximise their use of public transport and car-pooling but recognises that this is not always feasible.

18.1.2 For professional development or other activities deemed by the Principal to be a high priority to the Employer and approved in advance by the Principal, the School will refund, upon presentation of original receipts, reasonable expenses incurred, for transport and accommodation.

18.1.3 Where an Employee is required and authorized by the Employer to use their own motor vehicle, other than for journeys between home and the place of employment, in the performance of their duties they shall be paid an allowance at the rate per kilometre as published by the Australian Taxation Office for the most recent taxation year. This allowance covers all running costs including the cost of motor vehicle insurance and any claims for damage and/or repair are borne by the employee and/or insurer. Employees need approval from the Business Manager before such travel is undertaken so that the traveling costs can be factored into the cost of the activity.

18.2 All Other Travel

18.2.1 Where an Employee is required and authorized by the Employer to use their own motor vehicle, other than for journeys between home and the place of employment, in the performance of their duties they shall be paid an allowance at the rate per kilometre as published by the Australian Taxation Office for the most recent taxation year. This allowance covers all running costs including the cost of motor vehicle insurance and any claims for damage and/or repair are borne by the employee and/or insurer. Employees need approval from the Business Manager before such travel is undertaken so that the traveling costs can be factored into the cost of the activity.

18.2.2 Travelling and other out of pocket expenses reasonably incurred by an Employee in the course of duties required by the Employee, shall be reimbursed by the Employer.

19 Under and Over Payment

19.1 Where an underpayment occurs, the Employer will endeavour to make the correction within 1 pay period.

19.2 Where an Employee is overpaid an amount of salary or other remuneration, the Employer will notify the Employee who may authorise the Employer to recover the overpayment from the next available pay or in salary instalments or by some other agreed means.

- 19.3 The Employer and the Employee may agree, in writing, on deduction by instalments to recover the overpayment.
- 19.4 If no agreement is made within 2 pay periods from notification of the overpayment, the Employee authorises the Employer to recover the overpayment through salary deduction.
- 19.4.1 In full in the next available pay period in instances where the overpayment is up to 10% of the total gross salary instalment payable; or
- 19.4.2 In instalments equivalent up to 10% of the total gross salary instalments, commencing from the next available pay period, until the overpayment is repaid.
- 19.5 An Employee who is facing financial hardship may make application to vary the instalments to the Principal.
- 19.6 The Employer may by agreement deduct from the Employee's final pay, including any leave entitlements, on cessation of employment, any overpayment balance remaining outstanding, or any debt owing. This applies whether or not the Employee and the Employer has previously agreed to the deduction of the overpayment by instalment.

20 Abandonment of Employment

- 20.1 If an Employee fails to attend work without contacting their Supervisor to explain the absence, the Employer will attempt to contact the Employee.
- 20.2 If the Employee cannot be contacted and fails to report for work on the following 5 working days the Employee shall be deemed to have abandoned their employment.
- 20.3 Notwithstanding, the Employer will allow the Employee up to 1 week to provide a satisfactory explanation for the absence. If a satisfactory explanation is not provided in writing to the School within the 1 week, the Employee shall be deemed to have abandoned their employment and their employment shall cease immediately.

COMMON LEAVE PROVISIONS

21 Personal/Carer's Leave

- 21.1 Personal leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 21.2 Entitlement
- 21.2.1 An Employee is entitled to a paid personal/carers' leave entitlement, which includes both personal and carer's leave.
- 21.2.2 For a Full Time Employee, the personal/carers' leave entitlement equates to 15 days per year of service. A Part Time Teacher or General Employee is entitled to paid personal/carers' leave on a pro rata basis based on specified hours in clauses 51 or 64.

- 21.2.3 Paid personal leave is taken by the Employee because of a personal illness or injury.
- 21.2.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 21.2.5 The amount of personal leave, a Full Time Employee may take as personal leave, depends upon how long the Employee has worked for the Employer and accrues as follows:
- (a) in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
 - (b) in the second and subsequent year of service, 15 days at the commencement of that year.
- 21.3 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.
- 21.4 An Employee is entitled to personal/carer's leave provided that:
- 21.4.1 the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - 21.4.2 the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
 - 21.4.3 the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.
- 21.5 Unpaid Leave for Caring Purposes
- 21.5.1 An Employee, including a Casual Employee, is entitled to take up to two days unpaid carer's leave for each occasion that a member of the Employees Immediate Family required care and support due to:
 - (a) a personal illness or injury, of the member; or

(b) an unexpected emergency affecting the member.

21.5.2 An Employee cannot take unpaid Carer's Leave under this subclause if the Employee could instead take paid Personal/Carer's Leave.

21.5.3 An Employee's entitlement to take unpaid Carer's Leave under this subclause is subject to the Employee meeting the notice and evidence requirements set out in clause 21.3 and 21.4.

21.5.4 The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a Casual Employee are otherwise not affected.

21.6 Infectious Diseases Leave

21.6.1 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.

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

21.7 Special Leave

21.7.1 The Employer will upon sufficient cause being shown, grant an Employee special leave on full pay not exceeding 3 working days in any 1 calendar year, subject to the following provisions.

21.7.2 Special leave can only be taken for matters:

- (a) of a personal and pressing nature; and
- (b) which arise with little or no notice; and
- (c) which require immediate attention; and
- (d) that cannot reasonably be conducted outside normal business hours.

- 21.7.3 An Employee can take more than 1 day at any one time of special leave, subject to the discretion of the Employer and taking the circumstances of the employee into consideration.
 - 21.7.4 Notification of a request for special leave is to be made as soon as is practicable.
 - 21.7.5 An Employee may be required by the Employer to provide an explanation of the reasons for taking special leave.
 - 21.7.6 Failure to notify the Employer as soon as is practicable will result in this leave being treated as absent without leave.
 - 21.7.7 Special leave entitlements do not accrue from year to year
 - 21.7.8 The Principal's discretion is not to be harshly or unfairly exercised.
- 21.8 Family and Domestic Violence Leave
- 21.8.1 Employees experiencing family or domestic violence, defined as per section 106B of the Act may seek time off to deal with activities such as:
 - (a) Seeking safe accommodation;
 - (b) Attending medical appointments;
 - (c) Attending counselling appointments;
 - (d) Attending court hearings;
 - (e) Accessing legal advice; or
 - (f) Organising alternative care or education arrangements for children.
 - 21.8.2 All Employees will be entitled to an annual lump sum (on anniversary date) of 10 days paid Family and Domestic Violence leave per year.
 - 21.8.3 Any untaken Family and Domestic Violence Leave will not accumulate from year to year.
 - 21.8.4 Applications for leave will be dealt with confidentially and sensitively and can be sent directly to the Principal.
 - 21.8.5 The Family and Domestic Violence leave entitlement shall be paid at the employee's 'normal rate of pay' as defined in s.106BA of the Act.
 - 21.8.6 The School may request reasonable evidence that the leave was used for the purpose of dealing with family or domestic violence issues. Evidence will only be sighted, and no copies will be made or recorded.

21.8.7 Reasonable adjustments may be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to contact details).

22 Parental Leave

22.1 Parental leave is provided for in the NES. This clause supplements the NES provisions.

22.2 Right to request

22.2.1 Simultaneous Leave

22.2.2 Subject to clause 22.2.3, an Employee entitled to parental leave pursuant to the NES may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the FW Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

22.2.3 An application under clause 22.2.2 must be made not less than 10 weeks prior to the commencement date of the short period of parental leave.

22.3 Additional Long Parental Leave

22.3.1 Subject to clause 22.3.2, an Employee entitled to parental leave pursuant to the NES may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the FW Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities

22.3.2 An application under clause 22.3.1 may be made at any time from the time of the application for the period of long unpaid parental leave provided by the FW Act but must be made not less than 4 weeks prior to the date upon which the Employee is due to return to work from parental leave or 4 weeks notice for a second or subsequent period of concurrent leave.

22.4 Part Time Work

22.4.1 Subject to clause 22.4.2, an Employee entitled to parental leave pursuant to the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the commencement of the school year following the child's fifth birthday, to assist the Employee in reconciling work and parental responsibilities.

22.4.2 An application pursuant to clause 22.4.1 must be made as soon as possible but no less than 10 weeks prior to the date upon which the Employee is due to return to work from parental leave.

22.5 Request to be considered

- 22.5.1 The Employer shall consider any request made pursuant to clauses 22.2, 22.3 and 22.4 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 22.5.2 An Employee's request and the Employer's decision made pursuant to clauses 22.2, 22.3 and 22.4 must be recorded in writing.
- 22.6 Paid Parental Leave
- 22.6.1 Where an Employee, other than if employed on a casual, fixed term, replacement or specified term contract of employment with the Employer, has more than 1 year of service and is granted unpaid parental leave in accordance with the NES to be the primary caregiver of a child, the Employee is entitled to 14 weeks paid parental leave.
- 22.6.2 The period of paid parental leave commences at the beginning of the period of parental leave and does not extend the period of parental leave, unless otherwise agreed between the Employer and employee.
- 22.6.3 During the period of paid parental leave, the Employee will continue to accrue annual leave, as defined by the NES, personal/carer's leave and LSL, in accordance this Agreement.
- 22.6.4 From the commencement of this Agreement, an Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a further period of paid parental leave pursuant to clause 22.6.1.
- 22.6.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to clause 22.6.1.
- 22.6.6 Employees will endeavour to take such leave covered by this clause at a time which best suits the educational needs of the children who attend the School and their own family circumstances.
- 22.6.7 A period of unpaid parental leave does not break the Employee's continuity of employment, but it does not count as employment or service for any purpose under this Agreement.
- 22.7 Where possible, parental leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However, this does not diminish the right of an Employee to proceed on leave on the date the Employee nominates in accordance with the Act.

22.8 In order to facilitate the desirable practice as per clause 22.7, the Employer is prepared to extend the time of unpaid parental leave beyond that maximum entitlement prescribed by the Act, should the Employee agree to return from parental leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

22.9 Adoption Leave

22.9.1 An Employee who takes unpaid adoption leave under the provisions of section 71 or 72 of the Act must be paid under this clause.

22.9.2 An Employee shall be entitled to 14 weeks' paid leave for the purpose of adopting any child as defined in the Act provided that if the Employee takes a period of adoption leave under the Act which is less than fourteen weeks or whose employment ends before the end of the fourteen weeks of leave, the Employee shall be entitled to that lesser amount of paid leave.

22.9.3 The payment prescribed in clause 22.9.2 above shall only be payable in respect of one adopting parent of a child who will be the primary caregiver and will commence on the date of placement of the child.

22.9.4 The exception to clause 22.9.3 is if the commencement date of the leave is during the summer school holidays, the paid leave will commence on the first day of Term 1.

22.9.5 All forms of paid adoption leave under this clause will only be paid once per child per family.

22.9.6 All forms of paid adoption leave under this clause will be paid at the ordinary time earnings of the Employee.

22.10 Paid Partner Parental Leave

22.10.1 An Employee who is entitled to take unpaid parental leave pursuant to section 71 or section 72 of the Act who applies to take partner parental leave pursuant to section 72(5) of the Act is entitled to payment pursuant to this clause.

22.10.2 The Employee shall be entitled to two weeks' paid partner parental leave commencing on the day of birth of the child or on the day on which the mother of the child leaves hospital, or in the case of an adoption, from the date of placement of the child. The exception to this is if the commencement date of the leave is during the summer school holidays, the paid leave will commence the paid leave will commence on the first day of Term 1.

22.10.3 A period of paid partner parental leave will count as a period of service under this Agreement.

22.10.4 All forms of paid partner parental leave under this clause will be paid at the ordinary times earnings of the Employee.

22.11 Communication during Parental Leave

22.11.1 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.

22.11.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employer'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.

22.11.3 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 clause 22.11.1 (a).

23 Long Service Leave

23.1 An Employee is entitled to long service leave. This Agreement will prevail over the LSL Act where more favourable conditions are specified in this Agreement.

23.2 For Service Prior To 1 July 2017

23.2.1 An Employee is entitled to long service leave:

- (a) Of thirteen weeks upon the completion of fifteen years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980; and
- (b) Of thirteen weeks upon the completion of ten years of continuous employment for any period of employment commencing after 1 January 1980. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- (c) On a pro-rata basis after 7 years of continuous service.
- (d) Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.

- (e) 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.
- (f) An Employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
- (g) However, where the NES provides an Employee with a higher payment for long service leave, the NES entitlement will apply.
- (h) An Employee, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

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

23.3 For service after 1 July 2017

23.3.1 As from 1 July 2017, an Employee's entitlement to paid long service leave for each year of service within Anglican Schools Commission schools, will accrue at the rate of 1.43 weeks' per year of service. This rate of accrual will not apply for service before that date.

23.3.2 Subject to clause 23.3.3, an Employee who has completed 7 years continuous service shall be entitled to take such leave.

23.3.3 The process required for the taking of long service leave shall be as follows:

- (a) the Employer shall advise the Employee of his/her impending entitlement to take long service leave prior to the completion of term three in the year preceding the entitlement becoming due;
- (b) the Employee shall advise the Employer no later than the commencement of term four of the preceding year of their intention or otherwise to take leave;
- (c) where an agreement has been reached for the taking of long service leave and circumstances arise that necessitates an adjustment of such leave, then any

request for the adjustment shall not be unreasonably withheld.

23.3.4 Where the continuous service of an Employee during the period of accrual contains any period which is less than full time then the Employee's entitlement shall be calculated as follows;

(a) the number of weeks accrued shall be in accordance with clause 23.2.1 (h); and

(b) payment for the period accrued shall be the average that the Employee's hours bears to that of a full time Employee over the accrual period.

23.3.5 The Employee continues to accrue long service leave entitlement for any period during which the Employee is absent on full pay from his/her duties; long service leave does not accrue for any period exceeding two weeks during which the Employee is absent on unpaid leave.

23.3.6 Any public holiday which occurs during the period an Employee is on long service leave shall not be treated as part of the long service leave and extra days in lieu thereof shall be granted.

23.3.7 Where an Employee has become entitled to a period of long service leave in accordance with this clause, the Employee shall commence such leave within 2 years of the entitlement accruing, unless mutually agreeable arrangements have been made between the Employee and the Principal, by one of the following options:

(a) as a 10 week continuous period of leave with the excess entitlement being retained as unused accrued long service leave; or

(b) as a longer period, with approved leave without pay for that portion which exceeds the fully accrued long service leave entitlement; or

(c) with the agreement of the Employer, a lesser period may be taken than that prescribed in this subclause.

Where a period of leave of less than 2 weeks is being requested the requirements of clause 23.3.7 (b) do not apply.

23.3.8 Having made reasonable attempts to organise mutually agreeable arrangements without success, the Employee may at the discretion of the Employer be instructed to take the leave during the following year. Such discretion will not be exercised harshly or unfairly.

23.3.9 Payment for long service leave shall be made in full before the Employee goes on leave, or by agreement between the Employee and the Employer at the same time as the Employee's salary would have been paid if the Employee had remained at work.

23.3.10 Where an Employee has completed at least 5 continuous years of service and the employment is terminated:

- (a) by the Employee's death; or
- (b) in any circumstances, the amount of leave shall be such as has accrued under the provisions of clause 23.3.

23.3.11 In the case to which clause 23.3.10 applies, and in any case in which the employment of the Employee who has become entitled to leave hereunder is terminated before such leave is taken or fully taken, the Employer shall:

- (a) upon termination of employment otherwise than by death, pay to the Employee; or
- (b) upon termination of employment by death, pay to the authorised representative of the Employee,

a sum equivalent to the amount which would have been payable in respect of the period of leave to which the Employee is entitled or deemed to have been entitled and which would have been taken but for such termination.

Such payment shall be deemed to have satisfied the obligation of the Employer in respect of leave hereunder.

23.3.12 Accrued Long Service Leave entitlements are portable between ASC schools.

23.3.13 Where an Employee is ill during a period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence that would satisfy a reasonable person that as a result of illness or injury the Employee was confined to their place of residence or a medical facility for a period of at least 14 consecutive calendar days, the Employer shall grant personal leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.

23.3.14 The period of reinstated leave will not change the return date or extend the current period of long service leave.

24 Compassionate Leave

24.1 Paid Compassionate Leave

24.1.1 An Employee will be entitled to paid compassionate leave in accordance with the Act.

24.1.2 For the purposes of this clause, compassionate leave is paid leave taken by an Employee for the purposes of:

- (a) spending time with a person who is a member of the Employee's Immediate Family (as defined by section 12 of the Act) or a member of the Employee's household; and has a personal illness, or injury, that poses a serious threat to his or her life; or
- (b) after the death of a member of the Employee's Immediate Family or a member of the Employee's household; or
- (c) after the stillbirth of a child where the child would have been a member of the Employee's household; or
- (d) after the Employee or the Employee's spouse or de facto partner has had a miscarriage.

24.1.3 Subject to clauses 24.1.5 and 24.1.6 a Full-Time, Fixed Term or Part-Time Employee is entitled to a period of 3 days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to life; or
- (b) sustains a personal injury that poses a serious threat to life or
- (c) after the stillbirth of a child where the child would have been a member of the Employee's household; or
- (d) after the employee's spouse or de facto partner has had a miscarriage

24.1.4 Subject to clauses 24.1.5 and 24.1.6, a Full-Time, Fixed Term or Part-Time Employee is entitled to a period of three days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household dies.

24.1.5 An Employee may be required to provide the Employer with satisfactory evidence of such illness, injury or death.

24.1.6 Subject to clause 24.1.7, an Employee shall not be entitled to compassionate leave under this clause during any period in respect of which the Employee has been granted other leave.

24.1.7 Compassionate leave may be taken in conjunction with leave available under clause 21 Personal/Carer's Leave. In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the Employer.

24.2 Unpaid Compassionate Leave - Casual Employees

- 24.2.1 Casual Employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in clause 24.1.2, provided that an Employee may be required to provide the Employer with satisfactory evidence of such death.
- 24.2.2 The Employer and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- 24.2.3 The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a Casual Employee are otherwise not affected.
- 24.2.4 Casual Employees shall be entitled to unpaid compassionate leave in accordance with the NES.

25 Community Service Leave

- 25.1 An Employee who engages in an eligible community service activity may apply to be absent from their employment on Community Service Leave as per the NES.

Eligibility

- 25.2 This clause does not apply to casual Employees.
- 25.3 Eligible community service activities include:
 - 25.3.1 a voluntary emergency management activity; or
 - 25.3.2 Defence Force training (either an annual training camp, or one school or course of instruction).

Entitlement

- 25.4 Eligible Employees may access up to 10 days of unpaid community service leave per annum for purposes of:
 - 25.4.1 time when the Employee engages in the activity;
 - 25.4.2 reasonable travelling time associated with the activity; and
 - 25.4.3 reasonable rest time immediately following the activity.
- 25.5 Community Service Leave is not cumulative from year to year.

Approval and Notice Requirements

- 25.6 An Employee must make a written application to the Principal requesting access to Community Service Leave.
- 25.7 Approval of leave under this clause is subject to operational requirements and approval by the Principal.

25.8 Notice must be given to the Principal as soon as practicable and must advise the Principal of the period, or expected period, of the absence.

25.9 An Employee is required to provide evidence that would satisfy a reasonable person that the approved period of absence is because the Employee has been or will be engaging in an eligible community service activity.

26 Jury Service Leave

26.1 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.

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

26.3 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.

26.4 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.

26.5 Subject to clauses 26.2 to 26.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to clause 26.1 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.

27 Examination Leave

27.1 An Employee will be granted leave with pay to attend compulsory examinations in courses of study approved by the Principal.

27.2 An employee will also be granted leave with pay to be involved in assessment tasks, provided that:

27.2.1 Such assessment tasks are part of a course of study for which the staff member has received approval by the Principal to undertake, and the assessment tasks contribute directly to the final result for the course.

27.2.2 Such leave is limited to four days per year and is not cumulative.

28 Qualification Conferral Leave

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

29 Leave Without Pay

- 29.1 Whilst an Employee may apply for Leave Without Pay (LWOP) the granting of such leave will be at the sole discretion of the Employer. The granting of LWOP be in accordance with the relevant ASC policy or procedures.
- 29.2 This clause does not apply to Casual Employees.
- 29.3 Any period of LWOP granted under this clause will not exceed 12 months.
- 29.4 The Employer has absolute discretion as to whether any application regarding a second or subsequent period of LWOP is approved.
- 29.5 The minimum period of LWOP that may be granted is a half day.
- 29.6 The Employer may require that an Employee has exhausted all Annual Leave and Long Service Leave before granting LWOP.
- 29.7 An Employee applying for LWOP for a period of 12 months, must give 6 months written notice to the Principal of the intention to take the LWOP, unless a lesser period is agreed by the Principal.
- 29.8 The period of LWOP will be confirmed the Employer in writing recording the:
 - 29.8.1 commencement date of the LWOP;
 - 29.8.2 end date of the LWOP; and
 - 29.8.3 position/duties the Employee will assume upon returning from the period of LWOP.
- 29.9 An Employee will confirm their intention to return to the school at least 4 weeks prior to the end of the period of LWOP.
- 29.10 No payment will be made for a Public Holiday falling within a period of LWOP and, whilst the Employees service will be deemed to be continuous, the period of LWOP will not count as service for any purposes.,

30 Public holidays

- 30.1 For the purposes of this Agreement, public holidays are as defined in the Act and include New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, and any other day, or part day, recognised under the NES as a public holiday.
- 30.2 Employees, other than a Casual Employee, shall be entitled to the public holidays in clause 30.1 without loss of pay, provided that an Employee shall only be paid for such holidays as occur on those days which the Employee normally works.
- 30.3 Public holidays that occur during a period of leave for Employees in accordance with clauses 53 Non-Attendance Time Teachers or 69 Overtime do not create an additional entitlement.

30.4 Should a General Employee be requested to work, all time worked on a public holiday as per clause 30.1 shall be paid for at the rate of double time and one half at the unaveraged ordinary -time rate with a minimum payment of 4 hours.

31 Substitution of Public Holidays

31.1 By agreement between the Employer and the majority of Employees, and in accordance with the Act, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected Employee.

31.2 Any such agreement must be recorded in the time and wages records kept by the Employer.

31.3 Where substitution is agreed, the substituted day will be the public holiday for all purposes of this agreement.

32 Dispute Resolution

32.1 If a dispute relates to:

32.1.1 a matter arising under the agreement; or

32.1.2 the National Employment Standards;

this clause sets out procedures to settle the dispute.

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

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

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

32.5 FWC may deal with the dispute in 2 stages:

32.5.1 FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

32.5.2 if FWC is unable to resolve the dispute at the first stage, FWC may then:

(a) arbitrate the dispute; and

(b) make a determination that is binding on the parties.

Note If FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

32.6 While the parties are trying to resolve the dispute using the procedures in this term:

32.6.1 an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

32.6.2 an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

- (a) the work is not safe; or
- (b) applicable occupational health and safety legislation would not permit the work to be performed; or
- (c) the work is not appropriate for the employee to perform; or
- (d) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

33 Flexibility

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

33.1.1 the Agreement deals with one or more of the following matters:

- (a) overtime rates;
- (b) penalty rates;
- (c) arrangements about when work is performed; and
- (d) allowances; and

33.1.2 meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in clause 33.1.1 (a-d); and

33.1.3 is genuinely agreed to by the Employer and Employee.

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

33.2.1 are about permitted matters under section 172 of the Act; and

33.2.2 are not unlawful terms under section 194 of the Act; and

33.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

33.3 The Employer must ensure that the individual flexibility arrangement:

33.3.1 is in writing; and

33.3.2 includes the name of the Employer and Employee; and

33.3.3 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

33.3.4 includes details of:

(a) the terms of the Agreement that will be varied by the arrangement; and

(b) how the arrangement will vary the effect of the terms; and

(c) 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

(d) states the day on which the arrangement commences and when the arrangement ends.

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

33.5 The arrangement cannot be more than 12 months from the commencement date. The Employee has the ability to reapply after the conclusion of the arrangement.

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

33.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or

33.6.2 if the Employer and Employee agree in writing — at any time.

34 Requests for Flexible Working Arrangements

34.1 An Employee can request flexible working arrangements in accordance with section 65 of the Act.

34.2 Responding to the request

34.2.1 Before responding to a request made under section 65, the School 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.

34.3 The School must give the Employee a written response to a request within 21 days, stating whether the School grants or refuses the request.

34.4 What the written response must include if the School refuses the request

34.4.1 If the School refuses the request and has not reached an agreement with the Employee under clause 34.2 the written response, under section 65(4) of the Act, 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.

34.4.2 If the School and Employee could not agree on a change in working arrangements under clause 34.2, then the written response under section 65(4):

- (i) must state whether or not there are any changes in working arrangements that the School can offer the Employee so as to better accommodate the Employee's circumstances; and
- (ii) must, if the School can offer the Employee such changes in working arrangements, set out those changes in working arrangements; and
- (iii) may include an offer to consider alternative options for the parties to consider.

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

34.5.1 If the School and the Employee reached an agreement under clause 34.2 on a change in working arrangements that differs from that initially requested by the Employee, then the School must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

34.6 Disputes about whether the School has discussed the request with the Employee and responded to the request in the way required by this clause 34, can be dealt with in accordance with clause 32 - Disputes Resolution.

35 Consultation Regarding Major Workplace Change

35.1 This term applies if the Employer:

- 35.1.1 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
- 35.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 35.2 Major Change
 - 35.2.1 For a major change referred to in clause 35.1:
 - (a) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) clauses 35.3 to 35.9 apply.
- 35.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 35.4 If:
 - 35.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 35.4.2 the employee or employees advise the Employer of the identity of the representative;
 - 35.4.3 the Employer must recognise the representative.
- 35.5 As soon as practicable after making its decision, the Employer must:
 - 35.5.1 discuss with the relevant employees:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the employees; and
 - (c) the measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 35.5.2 for the purposes of the discussion – provide, in writing, to the relevant employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- 35.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 35.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 35.8 If a term 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 clauses 35.2.1, 35.3 and 35.5 are taken not to apply.
- 35.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- 35.9.1 the termination of the employment of employees; or
 - 35.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - 35.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 35.9.4 the alteration of hours of work; or
 - 35.9.5 the needs to retrain employees; or
 - 35.9.6 the need to relocate employees to another workplace; or
 - 35.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 35.10 For a change referred to in clause 35.1.2:
- 35.10.1 the Employer must notify the relevant employees of the proposed change; and
 - 35.10.2 clauses 35.11 to 35.15 apply.
- 35.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 35.12 If:
- 35.12.1 relevant employee appoints, or relevant employees appoint, a representative for the purposes of the consultation, and
 - 35.12.2 the employee or employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 35.13 As soon as practicable after proposing to introduce the change, the Employer must:
- 35.13.1 discuss with the relevant employees the introduction of the change; and

- 35.13.2 for the purposes of the discussion – provide to the relevant employees:
- (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - (c) information about any other matters that the Employer reasonably believes are likely to affect the employees; and
- 35.13.3 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).
- 35.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 35.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 35.16 For the purposes of clauses 35.10 to 35.15, a School’s educational timetable in respect of academic classes and student activities which:
- 35.16.1 may operate on a term, semester or a School Year basis, and
 - 35.16.2 ordinarily changes between one period of operation and the next and
 - 35.16.3 may change during the period of operation
- is not a regular roster.
- 35.17 However, where a change to a School’s educational timetable directly results in a change to:
- 35.17.1 the number of ordinary hours of work of an Employee or,
 - 35.17.2 to the spread of hours over which the Employee’s ordinary hours are required to be worked, or
 - 35.17.3 the days over which the Employee is required to work,
- Then clauses 35.11 to 35.15 will apply.
- 35.18 In this term relevant employees means the employees who may be affected by a change referred to in clause 35.1.
- 35.19 Where a matter is the subject of consultation pursuant to this clause, the status quo will be maintained until the parties agree that consultation has concluded, save where introduction of change is required to prevent risk to health and safety.

36 Redundancy

36.1 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 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.

36.2 Redundancy Disputes

36.2.1 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.

36.3 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.

36.4 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.

36.5 Redundancy Pay

The redundancy payment for an Employee will be in accordance with the following:

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks’ pay*
2 years and less than 3 years	6 weeks’ pay
3 years and less than 4 years	7 weeks’ pay

4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	12 weeks' pay
7 years and less than 8 years	14 weeks' pay
8 years or more	16 weeks' pay

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

For the purposes of this clause continuous service will be calculated to include all service for which paid leave was applicable. Paid leave includes personal leave (sick leave, infectious diseases leave, carer's leave and compassionate 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

36.6 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 36.5 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.

36.7 Alternative employment

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

36.8 Time off during notice period

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

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

37 Meal Provision

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.

38 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.

39 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.

40 Accident Compensation and Accident Make-Up Pay

40.1 Entitlement to accident make-up pay

40.1.1 Subject to clause 40.1.1 (b), 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.

40.1.2 Accident make-up pay will be paid for a maximum of 39 weeks, inclusive of non-term weeks, in respect of the same injury.

40.2 Accident make-up pay not payable

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

40.3 Accrual of entitlements during accident make-up pay

40.3.1 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 does not accrue any of the following entitlements under the Agreement or under the FW Act (where relevant) for the duration of any such absence:

- (a) annual leave; or
- (b) paid personal/carer's leave.

40.4 Accident make-up pay ceases

40.4.1 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.

41 School Policies

Employees must abide by all ASC and School policies and protocols that are updated and published annually in the staff handbook or as they are made available to employees. Failure to comply with these requirements may result in disciplinary action being taken by the School which may include termination of employment. Neither ASC or School policies are incorporated into and do not form part of this agreement.

42 Confidentiality

42.1 Employees must not discuss operational matters of the ASC or the School or incidents involving students, staff or parents with anyone other than the Principal and other teachers and staff that need to know about the incident.

42.2 Employees will not during the time of their employment or following termination reveal any of the Confidential Information of the School to any person whatsoever, unless authorised in writing by the School.

42.3 "Confidential Information" includes personal and organisational information and any information that relates to the financial and commercial activities of the ASC or the School, the unauthorised disclosure of which may embarrass, harm or prejudice the ASC or the School or any of its employees or its students. It does not extend to information already in the public domain unless such information arrived there by unauthorised means.

43 Consultative Committee

43.1 The parties recognise the benefit of consultation in relation to decisions that impact on Employees.

43.2 The Consultative Committee is a representative body of Employees established to facilitate communication between the workforce and the Employer. The committee's role is to gather and articulate the views of Employees on matters that significantly impact them or the operation of the School in general. The Committee's recommendations will be presented to the Principal for consideration, but the final decision on implementation rests with the Principal.

- 43.3 The Consultative Committees functions, operation and constitution will be established in a School Policy.
- 43.4 The School Policy will be available through the computer system to all staff members.
- 43.5 The School Policy does not form part of and is not incorporated into this agreement.
- 43.6 The Consultative Committee, shall actively solicit and incorporate the views and recommendations of the Committee members. These views and recommendations shall be formally communicated to the Principal for consideration in the decision-making process. The Principal is responsible for the teaching and education process in the School and its day to day operations. However, whilst the Principal will take into consideration the views and recommendations of the Consultative Committee, the Principal retains the final decision-making authority and is not obligated to implement the Consultative Committee's recommendations.

44 Serious Misconduct

- 44.1 The Employer may terminate a staff member's employment summarily where in the opinion of the Employer, that staff member 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.
- 44.2 Procedure for instituting summary dismissal:
 - 44.2.1 In cases where it is deemed necessary by the Principal to institute summary dismissal of an Employee where allegations of serious misconduct have arisen, the Employee will usually be suspended on full pay pending completion of the following steps:
 - (a) The allegations are investigated by the Employer.
 - (b) Following investigation, the Employee and his or her Support Person will meet with the school and its representatives, if appropriate, to discuss the details of the allegation, the results of the Employer's investigation and the Employee's explanation.
 - (c) Following this meeting the school will review the matter and determine the outcome which will be communicated to the Employee.
- 44.3 The Employer may summarily dismiss an Employee without following the procedure at clause 44.2 if in the opinion of the Employer such action is warranted.

45 Performance Management

- 45.1 Where the Employer has serious and justifiable concerns with the professional conduct or performance of an Employee, and this cannot be

resolved in discussions between the Employer and the Employee, the Employer will instigate Due Process as outlined in this clause.

- 45.2 To instigate Due Process the Employer shall meet with the Employee and provide notice in writing of:
- 45.2.1 the Employer's concerns about the Employee's conduct or performance
 - 45.2.2 the period of the due process, stating the expected timeline of the total process and the times and dates when review meetings will take place within the timeline
 - 45.2.3 the Employer's right to terminate the employment should due process not resolve the School's concerns
 - 45.2.4 At the initial meeting, the Employee shall be given an opportunity to seek clarification of any points raised in the Employer's letter and there shall be an attempt to reach agreement regarding the expected timeline of the total process and the times and dates when review meetings will take place within the timeline.
- 45.3 The Employee shall have the right to be accompanied by a nominee of the Employee at this meeting and subsequent meetings.
- 45.4 At the review meetings during the period of Due Process the Employee shall demonstrate how the concerns of the Employer are being addressed and the Employer shall provide advice to the Employee as to the progress of the Employee in addressing the concerns.
- 45.5 At the end of the timeline the Employer shall advise the Employee in writing as to whether the Employer's concerns have been satisfactorily addressed and whether sufficient progress has been made to conclude the Due Process.
- 45.6 Following the conclusion of the Due Process, if the Employer's intended course of action is to terminate the employment of the Employee, the relevant clauses of this Agreement shall apply.
- 45.7 This clause does not apply if the matter relates to serious misconduct.
- 45.8 The Employer is not required to follow the terms of this clause during the Employees first 6 months of employment.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

46 Terms of Engagement

46.1 Letter of Appointment

The Employer shall provide a Teacher (other than a Casual Teacher) on appointment, with a letter of appointment stating:

- (a) the commencement date of employment;
- (b) the terms and conditions of their employment including the classification and rate of salary as at appointment; and
- (c) the normal teaching load that will be required.

47 Classifications and Salary

47.1 The ASC is committed to maintaining parity in general terms with the Department of Education of Victoria (DET) salaries.

47.2 The ASC is committed to the position whereby the ASC salaries for teachers are 2.5% above the comparable DET salary.

47.3 This matching of salary increases each year is subject to the ASC and the School being in a position to continue to meet its financial obligations and if that position changes then this will be reviewed in consultation with the various parties.

47.4 All salary listed in the Schedules below include leave loading which is amortised across the year;

47.4.1 Schedule 1 sets out the salary for a Teacher;

47.4.2 Schedule 2 sets out the rates of pay for a Casual Teacher;

47.4.3 Schedule 3 sets out the Position of Responsibility Allowances and the applicable rates of pay; and

47.4.4 the salary specified in Schedule 1, Schedule 2, and Schedule 3 are in compensation for all hours worked under this Agreement.

47.5 Weekly salaries shall be ascertained by dividing the annual salaries by 52.16 and monthly salaries shall be ascertained by dividing the annual salaries by 12.

48 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

48.1 Teacher, other than one with permission to teach, will commence at Level 3TS01 and subject to clause 48.2, progress to Level 3TS11 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.

48.2 A Teacher employed for less a full teaching load will be required to complete 12 months' service before progressing to the next level.

49 Permission to Teach Teachers with the Victorian Institute of Teaching

49.1 Permission to Teach Teacher will be paid at Level 3TS01 and can progress to Level 3TS05 in annual increments on the anniversary of their teaching appointment.

49.2 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.

50 Full-Time Equivalent Service

50.1 For the purpose of this clause 50, Full-Time equivalent service means teaching service equivalent to Full-Time teaching service in Recognised Schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia. For the purpose of calculating service:

- (a) Any employment as a Full-Time Teacher (including employment as a Fixed Term Full-Time Teacher), shall be counted as service;
- (b) The amount of service of a Part-Time Teacher (including a Fixed Term Part Time Teacher) shall be calculated by reference to the ratio which the number of hours taught by the Teacher in any year bears to the normal number of hours taught by a Full-Time Teacher for the Employer in the same year;
- (c) The amount of service of a Casual Teacher shall be calculated on the basis that 200 casual teaching days are equivalent to one year of Full-Time teaching service.

50.2 In addition to service set out in clause 50.1:

- (a) the teaching service of a Teacher in the United States, United Kingdom, Ireland, Canada and New Zealand; and
- (b) the teaching service of a Teacher in other English speaking countries in which the Teacher Education Qualifications are recognised by VIT shall be recognised in accordance with the principles set out in clause 50.1

and subject to the teaching service being in a recognised school or equivalent.

- (c) Provided further, that if the Employer recognises on appointment prior teaching services other than as set out above, such service shall be deemed to be equivalent teaching service with the Employer.

50.3 For the purpose of calculating the Full-Time equivalent years of service referred to in clause 50.1 periods of leave without pay and parental leave shall not count as service, however they shall not break a Teacher's service.

50.4 In order to establish, to the satisfaction of the Employer, the previous Full-Time equivalent service of a Teacher, the Teacher shall provide documentation to establish the Teacher's qualifications and length of service in schools as provided in clauses 50.1 and 50.2. The period so established shall be taken to be the length of such service.

51 Payment of Part-Time and Casual Teachers

51.1 A Part-Time Teacher, including a Fixed Term Part-Time Teacher shall be paid at the same rates as a Full-Time Teacher with the corresponding classification, but in that proportion which the number of hours which are the normal teaching hours bears to the hours a Full-Time Teacher is normally required to teach. If there is no Full-Time Teacher employed by the Employer, the proportion shall be based upon the number of hours which a Full-Time Teacher would be required to teach if employed.

51.2 The minimum rate of pay for a Casual Teacher shall be the applicable rate set out in 2 and is inclusive of a 25% loading and is in compensation for annual leave, leave loading, paid personal/carer's leave and redundancy payments.

51.3 A Casual Teacher shall be paid for a minimum of half a day.

52 Hours of Work

52.1 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, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

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

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

52.4 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

- 52.5 The maximum scheduled classroom teaching load for a full-time teacher shall be 0.8 of the total number of scheduled teaching periods offered by a school per week / cycle, being no more than the full scheduled classroom teaching load (inclusive of pastoral care time).
- 52.6 0.2 of the total number of scheduled teaching periods offered by a school per week / cycle is allocated for DOTT.
- 52.7 A 1st year Graduate Teacher with Provisional Registration will be provided with the equivalent (averaged over a term) of one additional DOTT period per week. The mentor to the Graduate teacher will also receive the equivalent of an additional DOTT period per week (averaged over a term).
- 52.8 Part-Time Teachers
- 52.8.1 The hours of Part-time teachers shall fall within the following, unless the employee consents to another arrangement or such hours are not reasonable taking into account proven timetable constraints or the operational requirements of the School:
- (a) Less than 0.2 to work up to 2 days in any one week of the teaching cycle
 - (b) 0.2 or above but less than 0.4 to work up to 3 days in any one week of the teaching cycle
 - (c) 0.4 or above but less than 0.6 to work up to 4 days in any one week of the teaching cycle
 - (d) 0.6 or above to work up to 5 days in any one week of the teaching cycle.
- 52.8.2 The School will endeavor to accommodate the needs of part time staff to as few days as possible, taking into account the primary concern of ensuring the learning needs, subject requirements and curriculum of students is met.

53 Non Attendance Time

- 53.1 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. Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 53.2 Where a Teacher takes unpaid leave for more than 10 days during Attendance Time, the number of weeks of Non 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 clause 53.3.

53.3 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:

$$\left(\frac{\text{Number of weeks of a Teacher's Attendance Time}}{\text{Total number of School's Attendance Time}} \right) \times \text{Non Attendance Time} - \text{Non Attendance Time weeks already taken}$$

54 Annual Leave

54.1 Annual Leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.

54.2 This clause does not reproduce the NES in full.

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

54.4 A Teacher must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.

54.5 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.

54.6 A Teacher will take all accrued annual leave during the shut down period.

55 Notice of Termination

55.1 Where the Employer wishes to terminate the employment of a Teacher or a Teacher wishes to resign, the period of notice required is 7 weeks wholly within the one school term or full payment in lieu.

55.2 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher 4 weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.

55.3 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1 and Schedule 3 (if applicable) that a Teacher would have

received by working during the notice period if the Teacher's employment had not been terminated.

55.4 Forfeiture

55.4.1 If a Teacher fails to give notice in accordance with clause 55.1, or fails to work out the notice period, the School may, to the extent authorised by law, deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given to a maximum of 2 weeks pay. Any outstanding balance becomes a debt due to the School.

55.4.2 Deductions pursuant to clause 55.4.1 are from the Teachers gross salary before tax (i.e. one week's notice not worked, or not given will be fully satisfied by the deduction of an amount equal to one week's salary being withheld by the Employer before tax is applied).

55.5 Summary Dismissal

55.5.1 The Employer may dismiss summarily any Teachers on the grounds of serious misconduct. A Teacher dismissed summarily will only be paid up to the time of dismissal.

55.5.2 The notice period in clause 55 and in clause 12 do not apply where the Teacher's employment is terminated on the grounds of serious misconduct.

55.6 Suspension

55.6.1 Notwithstanding any of the provisions in this Agreement, the Employer may suspend a Teacher with or without pay while considering any matter which in the view of the Employer is of a serious nature and could lead to the Teacher's dismissal. Suspension without pay shall not be implemented by the Employer without prior notice with the Teacher.

55.6.2 If the Employer suspends a Teacher without pay under clause 55.6.1 and subsequently decides that there are no grounds for dismissal, the Employer will pay the Teacher their salary for the period of their suspension.

55.7 Statement of Service

Upon the termination of the employment of a Teacher (other than a Casual Teacher), the Employer shall provide a statement of service setting out the length of service, the number of classes and range of subjects taught, the promotions positions held, if any, and any special and/or additional duties performed by the Teacher.

55.8 Casual Teacher Statement of Service

Upon request, a Casual Teacher shall be supplied with a statement setting out the number of days of duty undertaken by the Casual Teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

56 Weekly Term Programme & Expectations

56.1 Normal hours of attendance for Employees are 8.30 am to 4 pm Monday to Friday. Between these hours, Employees must be on the Employer's premises at all times, unless they have officially signed out of the School in the book at reception and are on a break or other authorised School business approved by the Principal.

56.2 Teachers must attend one staff meeting per week. On that day will be required to stay until approximately 4.45 pm.

56.3 Some duties may need to be performed at times other than during the School day or when students are in attendance, including on weekends.

56.4 Direction

The Employer may direct a Teacher to carry out such duties as are within the limits of the Teacher's skill, competence and/or training.

57 Position of Responsibility Allowance

57.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of a teacher by the Employer.

57.2 The level of the Position of Responsibility (POR) is linked to the duties of the position of responsibility rather than tied to an individual Teacher.

57.3 A Teacher appointed to a POR shall be placed within one of the following promotion levels in accordance with the duties as prescribed.

57.4 Promotional Levels

57.4.1 POR Level 1 – coordinator of a subject, or an equivalent level of responsibility.

57.4.2 POR Level 2 - second in charge of a major department, or an equivalent level of responsibility.

57.4.3 POR Level 3 - the management of a small department or an equivalent level of responsibility.

57.4.4 POR Level 4 - The management of a major department, or an equivalent responsibility in the pastoral care of students or coordination of staff or curriculum.

57.5 The scale of promotional allowances paid shall be based on the promotional level as determined in clause 57.4 and the category as defined in clause 57.6 of this subclause.

57.6 In determining the category applicable to the School reference shall only be made to the number of students for which the Teacher has responsibility.

The category shall be determined as follows:

(i)	Category A:	Sub-School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, above 600 full-time equivalent students.
(ii)	Category B:	Sub-School School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, between 300 and 600 full-time equivalent students.
(iii)	Category C:	Sub-School School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, below 300 full-time equivalent students.

57.7 The allowance payable for a Promotional Position shall be as set out as per Schedule 3.

57.8 While maintaining in general the promotion structure described in this Agreement, the Schools shall have the discretion to adapt this structure to meet their educational needs.

57.9 The process of appointment to Promotional Positions will be;

57.9.1 All POR will be advertised, and the recruitment panel shall determine the appointment of a Teacher to a POR

57.9.2 It is the Principals discretion to advertise internally or externally.

57.9.3 All POR shall be appointed on a fixed term basis for a minimum of 12 months and a maximum of 3 years (**Term**).

57.9.4 Internal appointments, if permanent, shall retain their substantive position and shall return to their substantive position upon the conclusion of the Term.

57.9.5 External appointments shall be employed on a fixed term basis only for the duration of the POR position.

57.9.6 Nothing in this clause prevents a Teacher applying for a second or subsequent appointment to a POR.

57.9.7 The appointment to a second or subsequent POR will be at the sole discretion of the Principal. The successful applicant will be issued with a new contract for each appointment.

57.9.8 An employee who holds a POR shall be provided with a statement of the duties required.

57.9.9 An employee who holds a POR shall have their performance assessed against the duties as per clause 57.9.8.

58 Professional Development

58.1 The Employer is committed to providing Teachers with professional development courses.

58.2 The Employer shall advise Teachers of the dates of any Employer designated professional development and/or training and/or meetings scheduled for the following year, by December in the preceding year.

58.3 Part-Time Teachers may be required to attend professional development training in accordance with the provisions of clause 58.2.

58.4 All other timetabling, or arrangement of any school designated professional development and/or training and/or meetings throughout the year, which are scheduled on the attendance dates shall be made with reasonable notice.

PART 4 – CONDITIONS OF EMPLOYMENT FOR GENERAL EMPLOYEES

59 Terms of Engagement

59.1 Letter of Appointment

59.1.1 On appointment, the Employer shall provide Full-Time, Fixed Term and Part-Time General Employees with a letter of appointment setting out the following:

- (a) the commencement date of employment;
- (b) the classification and rate of pay of the General Employee;
- (c) the number of ordinary hours to be worked each week;
- (d) the days and times on which ordinary hours to be worked shall be undertaken;
- (e) the number of weeks to be worked throughout the year;
- (f) a statement in relation to superannuation entitlements; and
- (g) if there will be a period of stand down during non-term time, or whether the pay will be averaged and paid over the year in accordance with clause 72.

59.1.2 If there is a requirement to work during non-term time, the number of such days to be worked shall be clearly specified in the letter of appointment.

59.2 Right to Request Casual Conversion

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

60 Classifications and Salaries

60.1 Schedule 4 sets out the General Employee salaries ranges.

60.2 Schedule 5 sets out the General Employee classification structure – Administration, Health & Wellbeing and Student/Teacher Support,

60.3 Schedule 6 sets out the General Employee classification structure - Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, Bus Drivers, General Operational Staff and Childcare Staff.

60.4 On appointment, the Employer will determine the appropriate salary pay point according to the employee's qualifications and experience.

60.5 The weekly salary will be determined by dividing the annual rate of pay (exclusive of leave loading) by 52.16 and rounding to the nearest dollar amount.

60.6 Part Time Salary

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

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

38

60.7 Transitional arrangement for General Employees employed prior to the commencement of the Agreement.

60.7.1 General Employees employed prior to the commencement of this Agreement will transition to new classifications as per the below transition table:

Existing Classification	Transition Classification
Range 1-3	Range 2-1
Range 1-4	Range 2-2
Range 1-5	Range 2-3
Range 2-1	Range 2-4
Range 2-2	Range 2-5
Range 2-3	Range 2-6
Range 2-4	Range 2-7
Range 2-5	Range 2-8

60.7.2 General Employees with more than 1 year full-time equivalent service at the Existing Classification Range 1-5 will transition to Range 2-4 on commencement of this Agreement.

61 Junior Salary

61.1 A junior General Employee 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 Schedule 5 and Schedule 6.

<u>Age</u>	<u>Percentage of full-time rate %</u>
Under 17 years	50

At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

62 Reclassification

- 62.1 A General Employee may apply to seek reclassification if regularly called upon to perform a substantial proportion of duties appropriate to the higher level as described in Schedule 5 and Schedule 6. The Employer will examine the skills utilised and the duties performed by the General Employee.
- 62.2 Where an application is made for reclassification to a higher level, the Employer shall determine the application within one month of receipt of the application.
- 62.3 Reclassification to a higher level shall take place from the first full pay period on or after the application has been approved by the Employer.
- 62.4 Where appropriate, the General Employee shall be placed on the first step of the new level following reclassification.

63 Incremental Progression

- 63.1 Progression to the next increment within the appropriate Range will take place on the anniversary of a General Employee's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 63.2 Salary progression is not automatic. Employees will be assessed annually based on demonstrated achievement against school priorities and criteria appropriate to each classification level.
- 63.3 Service for the purposes of this clause will include all service in any other school at the grade to which the General Employee is appointed.

64 Ordinary Hours of Work

- 64.1 A Full-Time General Employee is any General Employee, other than a Casual or Part-Time General Employee, who is employed to work 38 ordinary hours per week or as otherwise prescribed in clause 64 Ordinary Hours of Work or clause 67 Shift Work.
- 64.2 Part-Time General Employees
 - 64.2.1 A Part-Time General Employee is a General Employee who works a constant number of hour each week which is less than 38 hours per week or as otherwise prescribed in clause 64 Ordinary Hours of Work or clause 67 Shift Work.

- 64.2.2 Subject to clause 64.2.3, Part-Time General Employees shall be paid for each hour worked during ordinary time one thirty-eighth of the minimum weekly rate (as calculated in accordance with clause 60.5 or clauses 64.7 and 64.8 in the case of a General Employee receiving an averaged rate of pay) for the level at which they are employed.
- 64.2.3 The hourly rates for Part-Time General Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result will be disregarded.
- 64.2.4 Minimum Engagement, Part-Time General Employees must be paid for a minimum of two hours each start.
- 64.3 The ordinary hours of work may be averaged over a fortnight or a 4-week period.
- 64.4 The ordinary hours of work will be worked on no more than 5 days in any seven days and may be worked on any day from Monday to Friday between 6.00 am and 6.00 pm.
- 64.5 Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of General Employees, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.
- 64.6 The Employer may require a General Employee to work reasonable additional hours.
- 64.7 Where the General Employee's hours are averaged:
- 64.7.1 the General Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 64.4, do not result in the General Employee working more than eight hours on that day, and do not result in the General Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- 64.7.2 in all other cases the General Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- 64.8 Where the General Employee's hours are not averaged:
- 64.8.1 the General Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 64.4, and do not result in the General Employee working more than eight hours on that day; and
- 64.8.2 in all other cases the General Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

- 64.9 Where additional hours are worked on a day the General Employee is already attending for work, the minimum casual engagement of 2 hours will not apply.
- 64.10 Additional hours worked by a General Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.
- 64.11 Where the Employer requests a General Employee to work more than 5 hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within any consecutive 5-day period, the General Employee may refuse to work all hours in excess of 5 hours.
- 64.12 If the General Employee's letter of appointment, and any agreed variations to the letter, do not specifically designate the period to be worked during non-term time, the General Employee shall be given 8 weeks' notice of a request to work during a non-term time prior to the commencement of the non-term time. The General Employee may be requested to work during the ordinary hours and days which the General Employee normally works, provided that the General Employee may agree to work on different days or for different hours or with a lesser period of notice.
- 64.13 A General Employee who works as outlined in clause 64.12 (where the period required to be worked is not specifically designated in the General Employee's letter of appointment or any agreed variations to this letter) shall be paid at the casual rate of pay for the relevant classification in addition to any other remuneration received if the General Employee is paid an averaged rate of pay pursuant to clause 64.7.
- 64.14 Casual General Employees
- 64.14.1 Subject to clause 64.14.2, Casual General Employees shall be paid:
- (a) for each hour worked during ordinary time, one thirty-eighth of the minimum weekly rate (calculated in accordance with clause 60.5) for the level at which they are employed; plus
 - (b) 25 per cent of that amount (inclusive of payment in lieu of annual leave, annual leave loading, paid personal leave, paid carer's leave and redundancy payments required to be paid under the Act).

Note: The casual hourly rate is calculated on the unaveraged rate of pay (that is the 48 week salary tables in the applicable year).

- 64.14.2 Minimum Engagement for Casual General Employees
- (a) Casual General Employees must be employed for a minimum of 2 hours each start.
 - (b) The hourly rates for Casual General Employees shall be calculated to the nearest whole cent, any amount less than a half cent in the result will be disregarded.

65 Rostered Days Off

- 65.1 The Employer and a General Employee may agree that the ordinary hours of work provided by clause 64 will be worked over 19 days in each 4 week period, in which case the following provisions will apply. Provided that any decision to implement a 19 day work cycle must suit the needs of the School.
- 65.2 The General Employee will work 152 hours over 19 days in each 4 week period with 1 rostered day off on full pay in each such period.
- 65.3 The General Employee will accrue 24 minutes for each 8 hour day worked to give the General Employee an entitlement to take rostered days off.
- 65.4 Each day of paid leave taken by a General Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 65.2.
- 65.5 Rostered days off will not be regarded as part of the General Employee's annual leave for any purpose.
- 65.6 A General Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 65.7 A General Employee who is scheduled to take a rostered day off before having worked a complete 4 week cycle will be paid a pro rata amount for the time that the General Employee has accrued in accordance with clause 65.2.
- 65.8 A General Employee whose employment is terminated in the course of a 4 week cycle will be paid a pro rata amount for the time that the General Employee has accrued in accordance with clause 65.2.
- 65.9 Rostered days off will be determined by mutual agreement between the Employer and the General Employee, having regards to the needs of the place of employment.
- 65.10 A General Employee will be advised by the Employer at least 4 weeks in advance of the day on which the General Employee is to be rostered off duty.

66 Breaks

- 66.1 Meal break
- 66.1.1 A General Employee will be entitled to an unpaid meal break of 30 minutes no later than 5 hours after commencing work.
- 66.2 Rest break
- 66.2.1 At a time suitable to the Employer, a General Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of 3 hours worked, with a maximum of two rest breaks per shift. The Employer and a General Employee may

agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

- 66.3 Notwithstanding clause 67.2.1, a General Employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

67 Shiftwork

67.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- 67.1.1 be worked continuously each shift (except for broken shifts and meal breaks);
- 67.1.2 not exceed 10 hours, inclusive of a meal break in any single shift; and
- 67.1.3 be rostered in accordance with clause 67.4.

67.2 Definitions

The following shift definitions apply:

- 67.2.1 day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 64.4;
- 67.2.2 afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 64.4; and at or before midnight;
- 67.2.3 night shift is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

67.3 Broken shifts

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

67.4 Rostering

- 67.4.1 For General Employees working to a roster, a roster showing normal starting and finishing times and the name of each General

Employee will be prepared by the employer and will be displayed in a place conveniently accessible to the General Employees at least seven days before the commencement of the roster period.

- 67.4.2 A General Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 68 Penalty rates.
- 67.4.3 A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice.
- 67.4.4 Notwithstanding clause 67.4.3 a roster may be altered at any time to enable the functions of the employer to be carried out where another General Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the General Employee, a General Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the General Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- 67.4.5 Where such alteration requires a General Employee to work on a day which would otherwise have been the General Employee's day off, the day off instead will be arranged by mutual consent.

68 Penalty Rates

68.1 Shiftwork

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

68.2 Saturday and Sunday work

- 68.2.1 A General Employee other than a General Employee covered by clause 68.2.2 required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (a) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (b) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- 68.2.2 Except that a school operational services General Employee in the cooking/catering group rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

68.2.3 The penalty rates within this clause and in clause 69 Overtime are not cumulative. Where a General Employee is entitled to more than one penalty or overtime rate, the General Employee will be entitled to the highest single penalty rate.

69 Overtime

69.1 Overtime rates

69.1.1 A General Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

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

69.1.2 Except that a nursing services General Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.

69.1.3 Overtime will be calculated daily.

69.2 Time off instead of overtime payment

69.2.1 A General Employee and the Employer may agree that a General Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.

69.2.2 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. Where a General Employee and the Employer have agreed to time off instead of overtime payment under clause 69.2.1 and such time has not been taken:

- (a) within four weeks of accrual; or
- (b) during the non-term weeks agreed in writing between a General Employee and the Employer;

the Employer must, if requested by a General Employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked.

70 Annual Leave

- 70.1 Annual Leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.
- 70.2 This clause does not reproduce the NES in full.
- 70.3 A General Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 70.4 A General Employee shift worker is entitled to be paid annual leave at the rate of 5 weeks of ordinary time for each full year of continuous service consistent with the NES or pro rata if the General Employee shift worker only works shift work for part of the year. A General Employee shift worker is defined as an employee who:
- 70.4.1 is employed to work shifts which are continuously rostered(24 hours a day for 7 days a week; and
- 70.4.2 regularly works on Sundays and public holidays.
- 70.5 A General Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the General Employee works.
- 70.6 Where a General Employee has not accrued sufficient annual leave to be taken during the shut down period, the General Employee will be entitled to leave which will be unpaid.
- 70.7 Where a General Employee's entitlement to paid annual leave has been reduced pursuant to clause 70.6 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of this agreement.
- 70.8 Averaged Wage General Employees
- For General Employees whose wages are averaged in accordance with clause 72, the payment for annual leave forms part of the averaged rate of pay that is paid in equal instalments throughout the year during term time and non-term time.
- 70.9 Payment of Accrued Annual Leave on Termination of Employment
- 70.9.1 Averaged Wage General Employees
- Where a General Employee receives an average rate of pay, in accordance with clause 72, and the General Employee's employment ceases, the Employer shall compare the total amount received by the General Employee during that current school year since the date of commencement of employment with the amount the General Employee would have earned if their salary had not been averaged in accordance with clause 72 including accrued

annual leave. Where the amount paid to the General Employee is the lesser amount of the two compared, the General Employee shall, upon termination, be paid the difference between the averaged amount paid and such higher amount.

70.9.2 Unaveraged Wage General Employees

Where a General Employee's wages are not averaged, and the General Employee's employment ceases, the General Employee shall be paid all accrued but untaken annual leave.

70.10 Annual Leave Management

70.10.1 Annual leave accrual of more than 8 weeks (or part time equivalent for part time General Employee) will be regarded as 'excess leave' for the purposes of this clause.

70.10.2 Where a General Employee has accrued excess leave and has not applied for leave which will eliminate the excess, the Employer will notify the General Employee that leave must be taken at a mutually agreed time within the next four months. The amount of leave to be taken must be sufficient to reduce the General Employee's excess leave, including leave accrued during the 4-month notice period, to below four weeks (pro-rata for part time Employees) of annual leave accrual.

70.10.3 Where a General Employee has not sufficiently reduced their excess leave balance in accordance with this clause the Employer will require the General Employee to take the specified period of leave within the next 3 months.

70.10.4 A General Employee will not be required to take the specified period of leave where an agreed leave management plan has been approved by the Employer.

71 School Holidays

71.1 A General Employee is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

71.2 The salary for a General Employee in Schedule 4 takes this period of additional leave into account.

71.3 A General Employee is entitled to public holidays that fall during this period of additional leave, but they do not create any additional entitlements.

71.4 The School will finalise the dates for the Christmas/New Year closure by the end of Term 3 each year. Unless notified otherwise, a General Employee will not be required to attend during this period and will be paid for those days, additional to the public holidays that fall during the period.

71.5 A General Employee 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.

72 Stand Down During Non-Term Time

72.1 For the purpose of this clause, the stand down period is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require a General Employee to work during the year and will be authorised unpaid leave.

72.2 The Employer may at its sole discretion elect to engage and require a General Employee to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).

72.3 A General Employee is entitled to public holidays falling during the stand down period.

72.4 As the stand down period is a period of unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during the stand down period.

72.5 The annual salary for a General Employee is as follows:

72.5.1 General Staff employed to work Term time only are paid as per Schedule 4;

72.5.2 General Staff employed to work for 42 weeks of the school year are paid as per Schedule 4;

72.5.3 General Staff employed to work for 46 weeks of the school year are paid as per Schedule 4;

72.5.4 General Staff employed to work 48 weeks per school year are paid as per Schedule 4.

72.6 General staff employed to work between 42 and 48 weeks per year will be paid at their ordinary rate of pay as Schedule 4 and at 72.47% of their daily rate for each day worked beyond 42 weeks per school year.

72.7 Public Holidays During Stand Down

72.7.1 Any public holidays falling within a period of stand down without pay shall be paid at the ordinary rate of pay if they fall on a day which the General Employee normally works.

72.7.2 Unaveraged Wage General Employees - If a General Employee receives an unaveraged rate of pay, the General Employee must receive payment for such public holidays if it falls on a day which they usually work.

72.7.3 Averaged Wage General Employees - Payment for such public holidays is part of the averaged rate of pay so no additional

payment is required when an averaged rate of pay is being paid to a General Employee.

73 Termination of Employment

73.1 Notice of Termination

73.1.1 Where the Employer wishes to terminate the employment of a General Employee or a General Employee wishes to resign the period of notice required is 4 weeks or full payment in lieu. Where a General Employee is entitled to School Holidays, notice is to be given wholly within the one school term.

73.1.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 4 that a General Employee would have received by working during the notice period if the General Employee's employment had not been terminated.

73.1.3 In addition to the period of notice specified in clause 73.1.1, a General Employee over 45 years of age at the time of being given notice with not less than 2 years of continuous service will be entitled to an additional week's notice.

73.1.4 In the case of a Casual General Employee, one day's notice shall be given by either party.

73.1.5 A General Employee who resides in accommodation provided by the Employer, whether on the School grounds or elsewhere, shall have four weeks from the date on which notice was given to vacate the premises, except in circumstances where the General Employee is deemed, by the Employer, to be unsuitable to remain on the premises.

73.2 Summary Dismissal

73.2.1 The Employer may dismiss summarily any General Employee on the grounds of serious misconduct. A General Employee dismissed summarily will only be paid up to the time of dismissal.

73.2.2 The notice period in clause 73.1.1 and in clause 12 do not apply where the General Employees employment is terminated on the grounds of serious misconduct.

73.3 Suspension

73.3.1 Notwithstanding any of the provisions in this Agreement, the Employer may suspend a General Employee with or without pay while considering any matter which in the view of the Employer is of a serious nature and could lead to the General Employee's dismissal. Suspension without pay shall not be implemented by the Employer without prior notice with the General Employee.

73.3.2 If the Employer suspends a General Employee without pay under clause 73.3.1 and subsequently decides that there are no grounds

for dismissal, the Employer will pay the General Employee their salary for the period of their suspension.

73.4 Forfeiture

73.4.1 If a General Employee fails to give notice in accordance with clause 73.1.1 or fails to work out the notice period, the Employer may, to the extent permitted by law, deduct from monies due, including any annual leave or long service leave payments, an amount equal to the gross ordinary rate of pay for the notice not worked, or not given. Any outstanding balance becomes a debt due to the Employer.

73.4.2 Deductions pursuant to clause 73.4.1 are made from a General Employee's gross salary. For example, one week's notice not worked or not given will be fully satisfied by an amount equal to one week's salary being deducted by the Employer before tax is applied.

73.5 Statement of Service

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

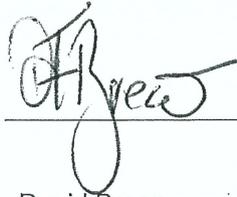
SIGNATORIES

Signed



The Reverend Peter Laurence OAM
Chief Executive Officer
The Anglican Schools Commission Inc.
5 Wollaston Road
MT CLAREMONT WA 6010

Signed



David Brear
General Secretary
Independent Education Union Victoria
Tasmania

Witnessed by



Witness name

Franzl Shannon

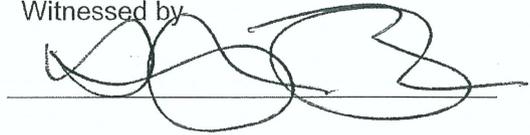
Witness address



Date

4/9/23

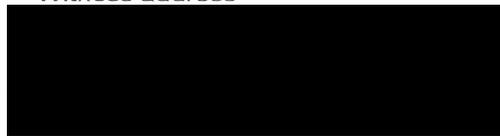
Witnessed by



Witness name

Kylie Bask

Witness address



Date

4 September 2023

Schedule 1

Teachers' Salary Scales and Allowances

All salary rates are inclusive of leave loading (LVLD).

The annual salary for a Full Time Teacher will be not less than that prescribed by the following tables.

First pay period commencing on or after

Table 1 – Teachers Salary Scales 2022

VGS Levels	ASC Level	1/01/2022			1/07/2022		
		Gross	LVLD (6 m)	Gross + LVLD	Gross	LVLD (6 m)	Gross + LVLD
1-1	3TS01	76,090	510	76,600	76,851	515	77,366
1-2	3TS02	78,086	524	78,610	78,867	529	79,396
1-3	3TS03	80,967	543	81,510	81,777	549	82,325
1-4	3TS04	83,954	563	84,517	84,793	569	85,362
1-5	3TS05	87,052	584	87,636	87,923	590	88,512
2-1	3TS06	90,264	605	90,870	91,167	612	91,779
2-2	3TS07	93,595	628	94,223	94,531	634	95,165
2-3	3TS08	97,048	651	97,699	98,019	657	98,676
2-4	3TS09	100,630	675	101,305	101,637	682	102,318
2-5	3TS10	104,343	700	105,043	105,386	707	106,093
2-6	3TS11	112,872	757	113,629	114,001	765	114,766

Table 2 – Teachers Salary Scales 2023

VGS Level	ASC Level	1/01/2023			1/07/2023		
		Gross	LVL (6 m)	Gross + LVL	Gross	LVL (6 m)	Gross + LVL
1-1	3TS01	77,619	521	78,140	78,395	526	78,921
1-2	3TS02	79,655	534	80,190	80,452	540	80,992
1-3	3TS03	82,594	554	83,148	83,420	560	83,980
1-4	3TS04	85,641	574	86,216	86,497	580	87,078
1-5	3TS05	88,802	596	89,397	89,690	602	90,291
2-1	3TS06	92,079	618	92,696	93,000	624	93,623
2-2	3TS07	95,476	640	96,117	96,431	647	97,078
2-3	3TS08	98,999	664	99,663	99,989	671	100,660
2-4	3TS09	102,653	689	103,342	103,680	695	104,375
2-5	3TS10	106,440	714	107,154	107,505	721	108,226
2-6	3TS11	115,141	772	115,913	116,292	780	117,072

Table 3 – Teachers Salary Scales 2024

VGS Level	ASC Level	1/01/2024			1/07/2024		
		Gross	LVL (6 m)	Gross + LVL	Gross	LVL (6 m)	Gross + LVL
1-1	3TS01	79,179	531	79,710	79,971	536	80,508
1-2	3TS02	81,256	545	81,801	82,069	550	82,619
1-3	3TS03	84,254	565	84,820	85,097	571	85,668
1-4	3TS04	87,362	586	87,948	88,236	592	88,828
1-5	3TS05	90,587	608	91,194	91,493	614	92,106
2-1	3TS06	93,930	630	94,560	94,869	636	95,505
2-2	3TS07	97,395	653	98,048	98,369	660	99,029
2-3	3TS08	100,989	677	101,666	101,999	684	102,683
2-4	3TS09	104,716	702	105,419	105,764	709	106,473
2-5	3TS10	108,580	728	109,308	109,665	736	110,401
2-6	3TS11	117,455	788	118,243	118,630	796	119,426

Table 4 – Teachers Salary Scales 2025

VGS Level	ASC Level	1/01/2025			1/07/2025		
		Gross	LVLD (6 m)	Gross + LVLD	Gross	LVLD (6 m)	Gross + LVLD
1-1	3TS01	80,771	542	81,313	81,579	547	82,126
1-2	3TS02	82,890	556	83,446	83,719	562	84,280
1-3	3TS03	85,948	577	86,524	86,807	582	87,390
1-4	3TS04	89,118	598	89,716	90,010	604	90,613
1-5	3TS05	92,408	620	93,027	93,332	626	93,958
2-1	3TS06	95,818	643	96,460	96,776	649	97,425
2-2	3TS07	99,353	666	100,019	100,346	673	101,019
2-3	3TS08	103,019	691	103,710	104,049	698	104,747
2-4	3TS09	106,821	717	107,538	107,889	724	108,613
2-5	3TS10	110,762	743	111,505	111,870	750	112,620
2-6	3TS11	119,816	804	120,620	121,014	812	121,826

Schedule 2

Casual Teachers' Salary Schedules

A Casual Teacher employed for five (5) or more consecutive working days shall be paid for the period at the rate of salary appropriate to their qualifications and experience on a weekly basis of the annual salary divided by forty (40) or a daily basis of the annual salary divided by two hundred (200).

A Casual Teacher employed for less than five (5) consecutive working days shall be paid according to the following formula:

- (a) Full day = Level 4 Annual Salary (exclusive of leave loading) / 200
- (b) Half day = Level 4 Annual Salary (exclusive of leave loading) / 400

Note 1: A half day is determined as half the number of periods in a particular school day, worked consecutively.

Note 2: Casual Rates are exclusive of leave loading.

The casual rates listed are inclusive of a 25 percent loading to compensate the Casual Teacher in lieu of not receiving the leave provided for in clauses below (See below)

Clauses

- 12 Personal/Carers Leave
- 13 Leave Without Pay
- 14 Holiday and Vacation Leave
- 17 Parental Leave
- 19 Special Leave

Table 5 – Teachers Casual Rates from Commencement of the Agreement

	Commencement of Agreement
Full Day rate	\$432
Half Day rate	\$216

Table 6 – Teachers Casual Rates 2024

	1/01/2024	1/07/2024
Full Day rate	\$437	\$441
Half Day rate	\$218	\$221

Table 7 – Teachers Casual Rates 2025

	1/01/2025	1/07/2025
Full Day rate	\$446	\$450
Half Day rate	\$223	\$225

Schedule 3

Teachers' Position of Responsibility (POR) Allowances

As per clause 57 the POR Allowances are set as per below.

All Position of Responsibility Allowances are exclusive of and do not attract leave loading.

In determining the category applicable to the School reference shall only be made to the number of students for which the Teacher has responsibility.

The category shall be determined as follows:

(i)	Category A:	Sub-School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, above 600 full-time equivalent students.
(ii)	Category B:	Sub-School School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, between 300 and 600 full-time equivalent students.
(iii)	Category C:	Sub-School School (eg Primary / Junior / Middle / Senior) or Section of the School (eg Secondary / Primary), depending on the structure adopted by the School, below 300 full-time equivalent students.

The allowance payable for a Position of Responsibility shall be as set out as per below.

Table 8 – POR Allowance rates from 1 January 2023

POR Allowance rates from 1 January 2023				
		CAT A	CAT B	CAT C
Level	Current Rate			
5 (Now 4)	7341	\$7,855	\$7,781	\$7,708
4 (Now 3)	5999	\$6,419	\$6,359	\$6,299
3 (Now 2)	4567	\$4,887	\$4,841	\$4,795
2 (Now 1)	2864	\$3,064	\$3,036	\$3,007
1	2147	N/A	N/A	N/A

Table 9 – POR Allowance rates from 1 January 2024

POR Allowance rates from 1 January 2024			
	CAT A	CAT B	CAT C
Level			
4	\$8,562	\$8,326	\$8,093
3	\$6,997	\$6,804	\$6,614
2	\$5,326	\$5,180	\$5,035
1	\$3,156	\$3,127	\$3,097

Table 10 – POR Allowance rates from 1 January 2025

POR Allowance rates from 1 January 2025			
	CAT A	CAT B	CAT C
Level			
4	\$9,504	\$9,076	\$8,660
3	\$7,766	\$7,416	\$7,077
2	\$5,912	\$3,408	\$5,388
1	\$3,251	\$3,221	\$3,190

Table 11 – POR Allowance rates from 1 January 2026

POR Allowance rates from 1 January 2026			
	CAT A	CAT B	CAT C
Level			
4	\$10,549	\$9,892	\$9,266
3	\$8,621	\$7,714	\$7,572
2	\$6,563	\$5,872	\$5,765
1	\$3,285	\$3,254	\$3,254

Table 12 – POR Allowance rates from 1 January 2027

POR Allowance rates from 1 January 2027			
	CAT A	CAT B	CAT C
Level			
4	\$11,657	\$10,733	\$9,868
3	\$9,526	\$7,382	\$8,064
2	\$6,792	\$6,078	\$5,966
1	\$3,351	\$3,319	\$3,319

Schedule 4

General Employee's Salary Scales and Allowances

Annual Rates for General Employees by classification

All salary rates are inclusive of leave loading.

NOTE 1: A full time General Employee is based on a 38 ordinary hour week.

NOTE 2: Salary averaging is only offered in 40 weeks, 42 weeks and 46 weeks

NOTE 3: Salary tables for 46 weeks averaging calculations have not been offered prior to the commencement of this Agreement.

46 weeks averaging salary calculations commence from 1 January 2023.

NOTE 4: Salary averaging is calculated on the annual gross salary amount exclusive of leave loading.

Table 13 - 2022 Vic EBA 40 weeks worked and 4 weeks annual leave

Classification	1/01/2022 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2022 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	120,657	810	121,466	121,863	818	122,681
5-5	118,364	794	119,158	119,547	802	120,349
5-4	114,444	768	115,212	115,589	776	116,364
5-3	110,733	743	111,476	111,840	750	112,591
5-2	107,144	719	107,863	108,215	726	108,941
5-1	103,670	696	104,366	104,707	703	105,410
Range 4						
4-6	100,309	673	100,982	101,312	680	101,992
4-5	97,058	651	97,710	98,029	658	98,687
4-4	93,913	630	94,543	94,852	636	95,488
4-3	90,869	610	91,479	91,778	616	92,394
4-2	87,923	590	88,513	88,802	596	89,398
4-1	85,074	571	85,644	85,924	577	86,501
Range 3						
3-6	80,631	541	81,172	81,438	546	81,984
3-5	77,904	523	78,427	78,683	528	79,211
3-4	74,166	498	74,663	74,907	503	75,410
3-3	71,762	482	72,244	72,480	486	72,966
3-2	69,447	466	69,913	70,142	471	70,612
3-1	66,563	447	67,010	67,229	451	67,680
Range 2						
2-8	65,463	439	65,903	66,118	444	66,562
2-7	63,499	426	63,925	64,134	430	64,564
2-6	60,861	408	61,269	61,469	412	61,882
2-5	58,888	395	59,283	59,477	399	59,876
2-4	56,980	382	57,362	57,550	386	57,936
2-3	54,861	368	55,229	55,409	372	55,781
2-2	53,082	356	53,439	53,613	360	53,973
2-1	51,610	346	51,957	52,126	350	52,476
Range 1						
1-2	49,268	331	49,599	49,761	334	50,095
1-1	47,229	317	47,546	47,702	320	48,022

Table 14 - 2023 Vic EBA 40 weeks worked and 4 weeks annual leave

Classification	1/01/2023 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2023 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	123,080	826	123,906	124,313	834	125,147
5-5	120,743	810	121,553	121,950	818	122,768
5-4	116,745	783	117,528	117,912	791	118,703
5-3	112,959	758	113,717	114,088	766	114,854
5-2	109,297	733	110,031	110,390	741	111,131
5-1	105,754	710	106,464	106,812	717	107,528
Range 4						
4-6	102,325	687	103,012	103,348	693	104,042
4-5	99,009	664	99,673	99,999	671	100,670
4-4	95,800	643	96,443	96,758	649	97,408
4-3	92,696	622	93,318	93,623	628	94,251
4-2	89,690	602	90,292	90,587	608	91,195
4-1	86,784	582	87,366	87,651	588	88,240
Range 3						
3-6	82,252	552	82,804	83,075	557	83,632
3-5	79,470	533	80,003	80,264	539	80,803
3-4	75,657	508	76,164	76,413	513	76,926
3-3	73,205	491	73,696	73,937	496	74,433
3-2	70,843	475	71,318	71,551	480	72,031
3-1	67,901	456	68,357	68,580	460	69,040
Range 2						
2-8	66,779	448	67,227	67,447	453	67,900
2-7	64,775	435	65,210	65,423	439	65,862
2-6	62,084	417	62,500	62,705	421	63,125
2-5	60,072	403	60,475	60,672	407	61,080
2-4	58,125	390	58,515	58,706	394	59,100
2-3	55,963	376	56,339	56,523	379	56,902
2-2	54,149	363	54,513	54,691	367	55,058
2-1	52,648	353	53,001	53,174	357	53,531
Range 1						
1-2	50,258	337	50,596	50,761	341	51,102
1-1	48,179	323	48,502	48,660	327	48,987

Table 15 - 2024 Vic EBA 40 weeks worked and 4 weeks annual leave

Classification	1/01/2024	LVL	Gross +	1/07/2024	LVL	Gross +
	1%	6 Months	LVL	1%	6 Months	LVL
Range 5						
5-6	125,556	842	126,399	126,812	851	127,663
5-5	123,170	826	123,996	124,401	835	125,236
5-4	119,091	799	119,890	120,282	807	121,089
5-3	115,229	773	116,002	116,382	781	117,162
5-2	111,494	748	112,242	112,609	756	113,365
5-1	107,880	724	108,604	108,958	731	109,690
Range 4						
4-6	104,382	700	105,082	105,426	707	106,133
4-5	100,999	678	101,677	102,009	684	102,694
4-4	97,726	656	98,382	98,703	662	99,366
4-3	94,559	635	95,193	95,504	641	96,145
4-2	91,493	614	92,107	92,408	620	93,028
4-1	88,528	594	89,122	89,413	600	90,013
Range 3						
3-6	83,905	563	84,468	84,744	569	85,313
3-5	81,067	544	81,611	81,878	549	82,427
3-4	77,177	518	77,695	77,949	523	78,472
3-3	74,676	501	75,177	75,423	506	75,929
3-2	72,267	485	72,752	72,990	490	73,479
3-1	69,266	465	69,731	69,958	469	70,428
Range 2						
2-8	68,121	457	68,579	68,803	462	69,264
2-7	66,077	443	66,520	66,738	448	67,186
2-6	63,332	425	63,757	63,965	429	64,394
2-5	61,279	411	61,690	61,892	415	62,307
2-4	59,294	398	59,691	59,886	402	60,288
2-3	57,088	383	57,471	57,659	387	58,046
2-2	55,238	371	55,608	55,790	374	56,165
2-1	53,706	360	54,066	54,243	364	54,607
Range 1						
1-2	51,269	344	51,613	51,781	347	52,129
1-1	49,147	330	49,477	49,638	333	49,972

Table 16 - 2025 Vic EBA 40 weeks worked and 4 weeks annual leave

Classification	1/01/2025 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2025 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	128,080	859	128,939	129,360	868	130,229
5-5	125,645	843	126,488	126,902	852	127,753
5-4	121,485	815	122,300	122,700	823	123,523
5-3	117,545	789	118,334	118,721	797	119,517
5-2	113,735	763	114,498	114,873	771	115,643
5-1	110,048	738	110,786	111,149	746	111,894
Range 4						
4-6	106,480	714	107,194	107,545	722	108,266
4-5	103,029	691	103,721	104,060	698	104,758
4-4	99,690	669	100,359	100,687	676	101,363
4-3	96,460	647	97,107	97,424	654	98,078
4-2	93,332	626	93,958	94,265	633	94,898
4-1	90,307	606	90,913	91,210	612	91,822
Range 3						
3-6	85,592	574	86,166	86,448	580	87,028
3-5	82,696	555	83,251	83,523	560	84,084
3-4	78,729	528	79,257	79,516	534	80,049
3-3	76,177	511	76,688	76,939	516	77,455
3-2	73,719	495	74,214	74,457	500	74,956
3-1	70,658	474	71,132	71,365	479	71,843
Range 2						
2-8	69,491	466	69,957	70,186	471	70,657
2-7	67,405	452	67,858	68,079	457	68,536
2-6	64,605	434	65,038	65,251	438	65,689
2-5	62,511	419	62,930	63,136	424	63,560
2-4	60,485	406	60,891	61,090	410	61,500
2-3	58,236	391	58,627	58,818	395	59,213
2-2	56,348	378	56,726	56,912	382	57,293
2-1	54,785	368	55,153	55,333	371	55,704
Range 1						
1-2	52,299	351	52,650	52,822	354	53,177
1-1	50,135	336	50,471	50,636	340	50,976

Table 17 - 2022 Vic EBA 42 weeks worked and 4 weeks annual leave

Classification	1/01/2022 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2022 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	125,466	842	126,308	126,720	850	127,571
5-5	123,081	826	123,907	124,312	834	125,146
5-4	119,006	799	119,804	120,196	807	121,002
5-3	115,146	773	115,919	116,298	780	117,078
5-2	111,414	748	112,162	112,528	755	113,283
5-1	107,802	723	108,526	108,880	731	109,611
Range 4						
4-6	104,307	700	105,007	105,350	707	106,057
4-5	100,927	677	101,604	101,936	684	102,620
4-4	97,656	655	98,311	98,632	662	99,294
4-3	94,491	634	95,125	95,436	640	96,076
4-2	91,427	613	92,041	92,341	620	92,961
4-1	88,464	594	89,058	89,349	600	89,948
Range 3						
3-6	83,845	563	84,408	84,684	568	85,252
3-5	81,009	544	81,552	81,819	549	82,368
3-4	77,122	517	77,639	77,893	523	78,416
3-3	74,623	501	75,123	75,369	506	75,874
3-2	72,215	485	72,700	72,937	489	73,427
3-1	69,216	464	69,680	69,908	469	70,377
Range 2						
2-8	68,073	457	68,529	68,753	461	69,215
2-7	66,030	443	66,473	66,690	447	67,137
2-6	63,286	425	63,711	63,919	429	64,348
2-5	61,235	411	61,646	61,847	415	62,262
2-4	59,251	398	59,649	59,843	402	60,245
2-3	57,047	383	57,430	57,618	387	58,004
2-2	55,198	370	55,569	55,750	374	56,124
2-1	53,667	360	54,027	54,204	364	54,568
Range 1						
1-2	51,232	344	51,576	51,744	347	52,091
1-1	49,112	330	49,441	49,603	333	49,936

Table 18 - 2023 Vic EBA 42 weeks worked and 4 weeks annual leave

Classification	1/01/2023 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2023 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	127,988	859	128,847	129,268	867	130,135
5-5	125,555	842	126,398	126,811	851	127,661
5-4	121,398	815	122,212	122,612	823	123,434
5-3	117,461	788	118,249	118,636	796	119,432
5-2	113,653	763	114,416	114,790	770	115,560
5-1	109,969	738	110,707	111,069	745	111,814
Range 4						
4-6	106,403	714	107,117	107,467	721	108,188
4-5	102,955	691	103,646	103,985	698	104,683
4-4	99,619	668	100,287	100,615	675	101,290
4-3	96,390	647	97,037	97,354	653	98,007
4-2	93,265	626	93,891	94,197	632	94,830
4-1	90,242	606	90,848	91,145	612	91,756
Range 3						
3-6	85,530	574	86,104	86,386	580	86,965
3-5	82,637	555	83,192	83,463	560	84,023
3-4	78,672	528	79,200	79,459	533	79,992
3-3	76,122	511	76,633	76,884	516	77,400
3-2	73,666	494	74,161	74,403	499	74,902
3-1	70,607	474	71,081	71,313	479	71,792
Range 2						
2-8	69,441	466	69,907	70,135	471	70,606
2-7	67,357	452	67,809	68,030	456	68,487
2-6	64,558	433	64,991	65,204	438	65,641
2-5	62,466	419	62,885	63,091	423	63,514
2-4	60,442	406	60,847	61,046	410	61,456
2-3	58,194	390	58,584	58,776	394	59,170
2-2	56,308	378	56,685	56,871	382	57,252
2-1	54,746	367	55,113	55,293	371	55,664
Range 1						
1-2	52,262	351	52,612	52,784	354	53,138
1-1	50,099	336	50,435	50,600	340	50,939

Table 19 - 2024 Vic EBA 42 weeks worked and 4 weeks annual leave

Classification	1/01/2024 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2024 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	130,560	876	131,436	131,866	885	132,751
5-5	128,079	859	128,938	129,359	868	130,227
5-4	123,838	831	124,669	125,076	839	125,915
5-3	119,822	804	120,626	121,020	812	121,832
5-2	115,938	778	116,716	117,097	786	117,883
5-1	112,179	753	112,932	113,301	760	114,061
Range 4						
4-6	108,542	728	109,270	109,627	736	110,363
4-5	105,025	705	105,729	106,075	712	106,787
4-4	101,621	682	102,303	102,637	689	103,326
4-3	98,328	660	98,987	99,311	666	99,977
4-2	95,139	638	95,778	96,091	645	96,736
4-1	92,056	618	92,674	92,977	624	93,601
Range 3						
3-6	87,250	585	87,835	88,122	591	88,713
3-5	84,298	566	84,864	85,141	571	85,712
3-4	80,253	539	80,792	81,056	544	81,600
3-3	77,653	521	78,174	78,429	526	78,955
3-2	75,147	504	75,651	75,899	509	76,408
3-1	72,026	483	72,510	72,747	488	73,235
Range 2						
2-8	70,837	475	71,312	71,545	480	72,025
2-7	68,711	461	69,172	69,398	466	69,863
2-6	65,856	442	66,298	66,514	446	66,961
2-5	63,721	428	64,149	64,359	432	64,791
2-4	61,657	414	62,070	62,273	418	62,691
2-3	59,364	398	59,762	59,957	402	60,360
2-2	57,439	385	57,825	58,014	389	58,403
2-1	55,846	375	56,221	56,405	378	56,783
Range 1						
1-2	53,312	358	53,670	53,845	361	54,206
1-1	51,106	343	51,449	51,617	346	51,963

Table 20 - 2025 Vic EBA 42 weeks worked and 4 weeks annual leave

Classification	1/01/2025 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2025 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	133,185	894	134,078	134,516	903	135,419
5-5	130,653	877	131,530	131,960	885	132,845
5-4	126,327	848	127,175	127,590	856	128,446
5-3	122,230	820	123,050	123,453	828	124,281
5-2	118,268	794	119,062	119,451	802	120,252
5-1	114,434	768	115,202	115,579	776	116,354
Range 4						
4-6	110,724	743	111,467	111,831	750	112,581
4-5	107,136	719	107,855	108,207	726	108,933
4-4	103,664	696	104,359	104,700	703	105,403
4-3	100,304	673	100,977	101,307	680	101,987
4-2	97,052	651	97,703	98,022	658	98,680
4-1	93,907	630	94,537	94,846	636	95,482
Range 3						
3-6	89,003	597	89,601	89,893	603	90,497
3-5	85,992	577	86,569	86,852	583	87,435
3-4	81,866	549	82,416	82,685	555	83,240
3-3	79,213	532	79,745	80,005	537	80,542
3-2	76,658	514	77,172	77,424	520	77,944
3-1	73,474	493	73,967	74,209	498	74,707
Range 2						
2-8	72,260	485	72,745	72,983	490	73,473
2-7	70,092	470	70,562	70,793	475	71,268
2-6	67,180	451	67,630	67,851	455	68,307
2-5	65,002	436	65,438	65,652	441	66,093
2-4	62,896	422	63,318	63,525	426	63,951
2-3	60,557	406	60,963	61,162	410	61,573
2-2	58,594	393	58,987	59,180	397	59,577
2-1	56,969	382	57,351	57,539	386	57,925
Range 1						
1-2	54,384	365	54,749	54,927	369	55,296
1-1	52,133	350	52,483	52,654	353	53,008

Table 21 - 2023 Vic EBA 46 weeks worked and 4 weeks annual leave

* Averaging calculation for 46 weeks not offered prior to the commencement of this Agreement.

No tables are provided prior to 2023.

Classification	1/01/2023 1%	LVL 6 Months	Gross + LVL	1/07/2023 1%	LVL 6 Months	Gross + LVL
Range 5						
5-6	135,101	907	136,007	136,452	916	137,367
5-5	132,533	889	133,422	133,858	898	134,756
5-4	128,144	860	129,004	129,426	868	130,294
5-3	123,989	832	124,821	125,229	840	126,069
5-2	119,970	805	120,775	121,170	813	121,983
5-1	116,081	779	116,859	117,241	787	118,028
Range 4						
4-6	112,317	754	113,070	113,440	761	114,201
4-5	108,677	729	109,406	109,764	737	110,500
4-4	105,155	706	105,861	106,206	713	106,919
4-3	101,747	683	102,430	102,765	690	103,454
4-2	98,448	661	99,109	99,433	667	100,100
4-1	95,258	639	95,897	96,210	646	96,856
Range 3						
3-6	90,284	606	90,890	91,187	612	91,798
3-5	87,230	585	87,815	88,102	591	88,693
3-4	83,044	557	83,601	83,875	563	84,437
3-3	80,353	539	80,892	81,156	545	81,701
3-2	77,761	522	78,282	78,538	527	79,065
3-1	74,531	500	75,031	75,277	505	75,782
Range 2						
2-8	73,300	492	73,792	74,033	497	74,530
2-7	71,100	477	71,577	71,811	482	72,293
2-6	68,146	457	68,603	68,828	462	69,289
2-5	65,937	442	66,380	66,597	447	67,044
2-4	63,801	428	64,229	64,439	432	64,871
2-3	61,428	412	61,840	62,042	416	62,459
2-2	59,437	399	59,836	60,031	403	60,434
2-1	57,788	388	58,176	58,366	392	58,758
Range 1						
1-2	55,166	370	55,536	55,718	374	56,092
1-1	52,883	355	53,238	53,412	358	53,770

Table 22 - 2024 Vic EBA 46 weeks worked and 4 weeks annual leave

Classification	1/01/2024 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2024 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	137,816	925	138,741	139,194	934	140,128
5-5	135,197	907	136,104	140,139	940	141,079
5-4	130,720	877	131,597	135,499	909	136,408
5-3	126,481	849	127,330	131,105	880	131,985
5-2	122,381	821	123,202	126,855	851	127,706
5-1	118,414	795	119,208	122,743	824	123,566
Range 4						
4-6	114,574	769	115,343	118,763	797	119,560
4-5	110,861	744	111,605	114,914	771	115,685
4-4	107,269	720	107,988	111,190	746	111,936
4-3	103,792	696	104,489	107,587	722	108,309
4-2	100,427	674	101,101	104,098	699	104,797
4-1	97,172	652	97,824	100,725	676	101,401
Range 3						
3-6	92,098	618	92,716	95,465	641	96,106
3-5	88,983	597	89,580	92,236	619	92,855
3-4	84,713	568	85,282	87,810	589	88,399
3-3	81,968	550	82,518	84,965	570	85,535
3-2	79,323	532	79,856	82,223	552	82,775
3-1	76,029	510	76,540	78,809	529	79,338
Range 2						
2-8	74,773	502	75,275	77,507	520	78,027
2-7	72,529	487	73,016	75,181	504	75,685
2-6	69,516	466	69,982	72,057	484	72,541
2-5	67,263	451	67,714	69,722	468	70,190
2-4	65,083	437	65,520	67,463	453	67,915
2-3	62,663	420	63,083	64,954	436	65,389
2-2	60,632	407	61,038	62,848	422	63,270
2-1	58,950	396	59,346	61,105	410	61,515
Range 1						
1-2	56,275	378	56,653	58,332	391	58,724
1-1	53,946	362	54,308	55,918	375	56,293

Table 23 - 2025 Vic EBA 46 weeks worked and 4 weeks annual leave

Classification	1/01/2025 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2025 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	140,586	943	141,530	141,992	953	142,945
5-5	137,914	925	138,840	139,293	935	140,228
5-4	133,347	895	134,242	134,681	904	135,585
5-3	129,023	866	129,889	130,314	874	131,188
5-2	124,841	838	125,679	126,089	846	126,936
5-1	120,794	811	121,604	122,002	819	122,820
Range 4						
4-6	116,877	784	117,661	118,046	792	118,838
4-5	113,090	759	113,849	114,221	766	114,987
4-4	109,425	734	110,159	110,519	742	111,261
4-3	105,878	710	106,589	106,937	718	107,655
4-2	102,445	687	103,133	103,470	694	104,164
4-1	99,126	665	99,791	100,117	672	100,789
Range 3						
3-6	93,950	630	94,580	94,889	637	95,526
3-5	90,771	609	91,381	91,679	615	92,294
3-4	86,416	580	86,996	87,280	586	87,866
3-3	83,616	561	84,177	84,452	567	85,018
3-2	80,918	543	81,461	81,727	548	82,275
3-1	77,558	520	78,078	78,333	526	78,859
Range 2						
2-8	76,276	512	76,788	77,039	517	77,556
2-7	73,987	496	74,484	74,727	501	75,228
2-6	70,913	476	71,389	71,622	481	72,103
2-5	68,615	460	69,075	69,301	465	69,766
2-4	66,392	445	66,837	67,055	450	67,505
2-3	63,922	429	64,351	64,562	433	64,995
2-2	61,850	415	62,265	62,469	419	62,888
2-1	60,135	404	60,538	60,736	408	61,144
Range 1						
1-2	57,406	385	57,791	57,980	389	58,369
1-1	55,030	369	55,400	55,581	373	55,954

Table 24 - 2022 Vic EBA 48 weeks worked and 4 weeks annual leave

Classification	1/01/2022 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2022 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	135,921	912	136,833	137,280	921	138,201
5-5	133,338	895	134,232	134,671	904	135,575
5-4	128,922	865	129,788	130,212	874	131,085
5-3	124,742	837	125,579	125,989	845	126,835
5-2	120,698	810	121,508	121,905	818	122,723
5-1	116,785	784	117,569	117,953	791	118,745
Range 4						
4-6	112,999	758	113,757	114,129	766	114,894
4-5	109,337	734	110,071	110,430	741	111,171
4-4	105,793	710	106,503	106,851	717	107,568
4-3	102,365	687	103,052	103,389	694	104,082
4-2	99,046	665	99,710	100,036	671	100,708
4-1	95,836	643	96,479	96,794	650	97,444
Range 3						
3-6	90,832	609	91,441	91,740	616	92,356
3-5	87,759	589	88,348	88,637	595	89,232
3-4	83,548	561	84,109	84,384	566	84,950
3-3	80,841	542	81,383	81,649	548	82,197
3-2	78,233	525	78,758	79,015	530	79,545
3-1	74,984	503	75,487	75,734	508	76,242
Range 2						
2-8	73,745	495	74,240	74,483	500	74,982
2-7	71,532	480	72,012	72,247	485	72,732
2-6	68,560	460	69,020	69,246	465	69,710
2-5	66,338	445	66,783	67,001	450	67,451
2-4	64,188	431	64,619	64,830	435	65,265
2-3	61,801	415	62,216	62,419	419	62,838
2-2	59,798	401	60,199	60,396	405	60,801
2-1	58,139	390	58,529	58,721	394	59,115
Range 1						
1-2	55,501	372	55,873	56,056	376	56,432
1-1	53,204	357	53,561	53,736	361	54,097

Table 25 - 2023 Vic EBA 48 weeks worked and 4 weeks annual leave

Classification	1/01/2023 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2023 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	138,653	930	139,583	140,040	940	140,979
5-5	136,018	913	136,930	137,378	922	138,300
5-4	131,514	882	132,396	132,829	891	133,720
5-3	127,249	854	128,103	128,522	862	129,384
5-2	123,124	826	123,951	124,356	834	125,190
5-1	119,133	799	119,932	120,324	807	121,132
Range 4						
4-6	115,270	773	116,043	116,423	781	117,204
4-5	111,535	748	112,283	112,650	756	113,406
4-4	107,920	724	108,644	108,999	731	109,731
4-3	104,423	701	105,123	105,467	708	106,174
4-2	101,037	678	101,715	102,047	685	102,732
4-1	97,762	656	98,418	98,740	663	99,403
Range 3						
3-6	92,658	622	93,279	93,584	628	94,212
3-5	89,523	601	90,124	90,418	607	91,025
3-4	85,228	572	85,800	86,080	578	86,658
3-3	82,466	553	83,019	83,290	559	83,849
3-2	79,805	536	80,341	80,603	541	81,144
3-1	76,491	513	77,004	77,256	518	77,774
Range 2						
2-8	75,227	505	75,732	75,980	510	76,489
2-7	72,970	490	73,459	73,699	495	74,194
2-6	69,938	469	70,407	70,637	474	71,111
2-5	67,671	454	68,125	68,348	459	68,807
2-4	65,479	439	65,918	66,133	444	66,577
2-3	63,043	423	63,466	63,674	427	64,101
2-2	61,000	409	61,409	61,610	413	62,023
2-1	59,308	398	59,706	59,901	402	60,303
Range 1						
1-2	56,617	380	56,997	57,183	384	57,566
1-1	54,274	364	54,638	54,816	368	55,184

Table 26 - 2024 Vic EBA 48 weeks worked and 4 weeks annual leave

Classification	1/01/2024 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2024 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	141,440	949	142,389	142,854	959	143,813
5-5	138,752	931	139,683	140,139	940	141,079
5-4	134,157	900	135,057	135,499	909	136,408
5-3	129,807	871	130,678	131,105	880	131,985
5-2	125,599	843	126,442	126,855	851	127,706
5-1	121,527	815	122,343	122,743	824	123,566
Range 4						
4-6	117,587	789	118,376	118,763	797	119,560
4-5	113,776	763	114,540	114,914	771	115,685
4-4	110,089	739	110,828	111,190	746	111,936
4-3	106,521	715	107,236	107,587	722	108,309
4-2	103,068	692	103,759	104,098	699	104,797
4-1	99,727	669	100,397	100,725	676	101,401
Range 3						
3-6	94,520	634	95,154	95,465	641	96,106
3-5	91,323	613	91,935	92,236	619	92,855
3-4	86,941	583	87,524	87,810	589	88,399
3-3	84,123	564	84,688	84,965	570	85,535
3-2	81,409	546	81,956	82,223	552	82,775
3-1	78,029	524	78,552	78,809	529	79,338
Range 2						
2-8	76,739	515	77,254	77,507	520	78,027
2-7	74,436	499	74,936	75,181	504	75,685
2-6	71,344	479	71,822	72,057	484	72,541
2-5	69,031	463	69,495	69,722	468	70,190
2-4	66,795	448	67,243	67,463	453	67,915
2-3	64,310	432	64,742	64,954	436	65,389
2-2	62,226	418	62,643	62,848	422	63,270
2-1	60,500	406	60,906	61,105	410	61,515
Range 1						
1-2	57,755	388	58,142	58,332	391	58,724
1-1	55,365	372	55,736	55,918	375	56,293

Table 27 - 2025 Vic EBA 48 weeks worked and 4 weeks annual leave

Classification	1/01/2025 1%	LVLVD 6 Months	Gross + LVLVD	1/07/2025 1%	LVLVD 6 Months	Gross + LVLVD
Range 5						
5-6	144,283	968	145,251	145,726	978	146,704
5-5	141,540	950	142,490	142,956	959	143,915
5-4	136,854	918	137,772	138,222	927	139,150
5-3	132,416	889	133,304	133,740	897	134,637
5-2	128,124	860	128,983	129,405	868	130,273
5-1	123,970	832	124,802	125,210	840	126,050
Range 4						
4-6	119,950	805	120,755	121,150	813	121,963
4-5	116,063	779	116,842	117,224	787	118,011
4-4	112,302	754	113,055	113,425	761	114,186
4-3	108,662	729	109,392	109,749	736	110,486
4-2	105,139	705	105,845	106,191	713	106,903
4-1	101,732	683	102,415	102,749	689	103,439
Range 3						
3-6	96,420	647	97,067	97,384	653	98,038
3-5	93,158	625	93,783	94,090	631	94,721
3-4	88,688	595	89,283	89,575	601	90,176
3-3	85,814	576	86,390	86,672	582	87,254
3-2	83,046	557	83,603	83,876	563	84,439
3-1	79,597	534	80,131	80,393	539	80,932
Range 2						
2-8	78,282	525	78,807	79,065	531	79,595
2-7	75,933	510	76,442	76,692	515	77,207
2-6	72,778	488	73,266	73,505	493	73,999
2-5	70,419	473	70,891	71,123	477	71,600
2-4	68,137	457	68,594	68,819	462	69,280
2-3	65,603	440	66,043	66,259	445	66,704
2-2	63,477	426	63,903	64,111	430	64,542
2-1	61,716	414	62,130	62,333	418	62,752
Range 1						
1-2	58,915	395	59,311	59,505	399	59,904
1-1	56,477	379	56,856	57,042	383	57,425

General Employees Casual Rate of Pay

All casual employee hourly rates are calculated using the unaveraged rate of pay (that is the 48 weeks salary tables) in the applicable year.

General Casual Employees are not entitled to leave loading.

A Casual General Employee will be paid an hourly rate of pay calculated as follows:

Annual Salary (exclusive of leave loading) x 1.25

(38 x 52.16)

For example: A Casual General Employees hourly rate in August 2023 at Range 1-1 would be calculated as follows:

$$\$54,816 \times 1.25 = \$68,520$$

$$\$68,520 / (38 \times 52.16) = \$34.57 \text{ per hour}$$

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

Schedule 5

General Employees Classifications – Administration, Health & Wellbeing and Student/Teacher Support *excludes Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, Bus Drivers, General Operational Staff and Child Care Staff. See Schedule 6.

Classifications

A General Employee shall initially be appointed to the appropriate level as determined by the duties required to be performed in the position, as set out below:

Dimensions of Work - Education Support Class

Education support class Range 1

The level 1, range 1 classification is a training grade for employees participating in formal trainee or cadetship programs or other similar entry level employment programs.

Education support class Range 2

An education support class position at this range will perform tasks that are carried out in accordance with guidelines, accepted practice, and school policy under supervision and direction. This may include coordination of other education support class staff within the work area or educational program.

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students can be required individually or in groups up to 4 in controlled circumstances and where the responsibility for students remains clearly with a teacher.

Certification and/or qualifications of up to three years can be required at this level (noting that Registered Nurse is not included at this level, the first level for which is Level 1 range 3).

A role at this range may include:

- Specific support tasks to achieve outcomes. Typically, this will involve accountability for a single function, (e.g. ensuring data is properly maintained) or the co-ordination of a work area under the direction of the principal or a manager.
- Assisting teachers, within an educational program, by undertaking specific support tasks or the coordination of the support function.
- Supervised health and wellbeing support tasks, medical intervention support tasks, or other specialised student/teacher support roles. These roles require specific qualifications and/or training, including roles where further training must be undertaken from time to time. The role is for a

specific purpose, for which there will be direct accountability as opposed to support roles that are carried out by a range of staff performing routine tasks under direction.

Technical tasks that require a sound knowledge of basic technical and/or scientific principles that are used to develop and adapt work methods and make judgements where there are clear guidelines and limited options. Routine technical support in libraries, science, and information technology would be typical examples.

An education support class position at this range commencing at the base will initially be limited to undertaking routine tasks that are carried out under close supervision and direction. Work that carries some degree of independence will generally involve a limited number of tasks performed on a regular basis where priorities are clear, procedures are well established, and direction is readily available. Subject to any specific qualification and/or training requirement, an education support class employee employed in this range may be progressively required to undertake coordination, specialised student/teacher support tasks, or technical tasks as experience in the role is gained.

The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Dimensions of Work –Range 2

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<ul style="list-style-type: none"> ▶ Undertakes routine tasks with clear priorities in line with the job description, well established procedures, and under supervision, such as: <ul style="list-style-type: none"> – Providing routine support for teachers – Assisting with planning of student routines ▶ Duties mainly focused on routine tasks such as: <ul style="list-style-type: none"> – Communicating with teachers about routine matters – Assisting teachers with communication with parents about routine matters 	<ul style="list-style-type: none"> ▶ Performs routine administrative or operational tasks, including: general telephone, front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork ▶ Operate and instruct others in the routine use of equipment and computer systems ▶ Supports financial and budgetary processes and utilises standard software ▶ Conducts induction processes for school visitors or tradespeople on school operational health and safety policies and procedures 	<ul style="list-style-type: none"> ▶ Conducts routine scientific, technical, or specialist procedures and/or data collection, collation, and analysis ▶ Applies basic technical knowledge to diagnose and correct faults and problems with technical equipment ▶ Applies basic technical and/or scientific principles to enable the performance of a variety of interrelated technical tasks ▶ Application of specialised knowledge is confined to a specific functional area (e.g. science laboratory, information or food technology support, library) 	<ul style="list-style-type: none"> ▶ Supports the first aid facilities and assists in delivering first aid to students ▶ Undertakes administrative procedures associated with: <ul style="list-style-type: none"> – delivery of various health, counselling, wellbeing and therapeutic services to a school(s) – health assessments – delivery of health and wellbeing education and promotion programs in collaboration with school community – provision of follow-up service for students

<ul style="list-style-type: none"> - Providing basic physical care and wellbeing support for students such as toileting, meals, and lifting - Communicating with student/s to support comprehension of basic tasks and information - Addressing immediate behavioral presentations relating to specific students within a classroom setting aligned to school policy and procedure ▶ Provides basic support and supervision for individuals or small groups of up to 4 students within a classroom setting ▶ Provides support to careers advisor ▶ Supports teachers in the coordination of educational programs independently or under minimal supervision, such as: <ul style="list-style-type: none"> - Rostering and organising the work of a team of aides - Providing routine co-ordination, guidance, and 	<ul style="list-style-type: none"> ▶ Undertakes systems processing work such as data entry, purchasing, payments and reports ▶ Coordinates the preparation of standard routine internal and external communication Provides support services in trade areas such as school grounds and building maintenance ▶ Provides student transportation services such as bus driving, and scheduling ▶ Undertakes VASS and/or VET administration support 	<ul style="list-style-type: none"> ▶ Provides specialised knowledge that is relied upon to deliver support services, under direction (e.g. information technology and technical support in science laboratories, food technologies and libraries) ▶ Contributes to a small project team providing technical support to a school/s ▶ Conducts training and/or instruction with respect to technical systems or scientific processes ▶ Prepares experiments or use of equipment and conducts demonstrations, where required, under direct supervision ▶ Undertakes relevant occupational health and safety requirements and, where necessary, risk assessments within the relative work area ▶ Undertakes low/medium risk tasks as defined by the Departmental Risk Matrix or its successor 	<ul style="list-style-type: none"> - medical alerts and specific medical conditions
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<p>support to other student support staff</p> <ul style="list-style-type: none"> - Liaising with external providers of support services about clearly defined support needs and resources - Supporting teachers in communicating objectives and outcomes relating to educational programs and/or students, including routine presentations - Assisting teachers with the communication of student outcomes and educational programs <p>▶ Can provide medical intervention support to a student/s, provided that:</p> <ul style="list-style-type: none"> - The student/s has a specific medical condition that requires assistance; - The support relates to a specific medical condition identified by the Employer under relevant policy - The support needed requires specialised 			
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<p>training/ in the tasks to be performed; and</p> <ul style="list-style-type: none"> - The position requires ongoing professional development and/or training to gain or maintain skills and knowledge relevant to the medical procedure. ▶ Provides specialised communication support for students and teachers in areas such as AUSLAN and braille 			
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Education support class Range 3

An education support class role at this range is distinguished by the introduction of:

- management responsibility and accountability for the delivery of services. At this level, an employee may direct and supervise the work of other staff members to achieve specific objectives in school administration, operations or educational programs; or
- professional student support positions where standard professional services are delivered.

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students can be required where it is an integral part of the employee's position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances and where the responsibility for students remains clearly with a teacher

This is the minimum range for positions that carry a required qualification of AQF 7 level or equivalent (or in the case of Registered Nurses an equivalent qualification leading to registration).

A role at this range may include:

- Some degree of professional autonomy to determine how targets and goals are achieved within clearly established directions or framework

Professional autonomy will generally be limited by standard procedures and school policy. Deviation from standard procedures and school policy will require guidance and direction from a senior manager.

- Management of the expected outcomes is a key responsibility in some areas such as school administration, operations, technical, or educational programs. Senior management will be provided with reports and advice, although this will generally be confined to matters relating to the immediate work area, service provision, or educational program and is unlikely to impact substantially on whole of school operations.
- Management of staff to achieve the expected outcomes is a key responsibility in some areas, such as school administration, operations, or educational programs. Staff management issues will be resolved with minimal reference to a senior manager, although guidance will be required in more complex cases.
- Professional support positions such as registered nurses (performing the role of Registered Nurse range 3), speech pathologists, psychologists, occupational therapists, physiotherapists, and social workers. Professional support and guidance will be close at hand and deviation from standard procedures and school policy will require guidance and direction from a manager or senior practitioner where relevant.

The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<ul style="list-style-type: none"> ▶ Provides instruction or coaching to students not including any duties of a teacher (e.g. instrumental music instruction, sport coaching, dance instruction) ▶ Provides career advisory services to students ▶ Undertakes VASS coordinator role in the school ▶ Undertakes VET co-ordination role in the school 	<ul style="list-style-type: none"> ▶ Distinguished from ES Level 1 Range 2 by the level of management responsibility for the work area that will have a greater impact on school administration and operations, and features supervision of other ES ▶ Objectives and directions are clear, but there is a greater level of autonomy in determining the approach ▶ Manages others to achieve the objectives of the work area 	<ul style="list-style-type: none"> ▶ Manages school science laboratory, library or information technology functions, including where they are the sole technician ▶ Manages the flow of information to staff and students to ensure appropriate awareness of technical operations and safety ▶ Advises school staff and students on aspects of information technology 	<ul style="list-style-type: none"> ▶ Delivers care through various health, counselling, wellbeing and therapeutic services to a school(s) ▶ Assesses student needs and delivers a range of services within generally defined parameters ▶ Provides standard professional services independently within defined organisational parameters with professional support and guidance that is close at hand. ▶ Provide standard clinical professional services to students

	<ul style="list-style-type: none"> ▶ Manages and directs the preparation of financial and budgeting documents and contributes to financial decision making ▶ Manages a range of functions, such as finance, human resources and other support areas that contributes significantly to the business management function within the school ▶ Adapt the way work is organised and modify existing practices within precedent and established methods ▶ With broad direction manages the delivery of administrative and/or operational services ▶ Implements the delivery of a particular service or function (e.g. finance, human resources, facilities) ▶ Prepares and analyses reports from School databases to support decision making 	<ul style="list-style-type: none"> ▶ Conducts training and instruction to school colleagues within the technical field ▶ Undertakes small technical or specialist projects defined by others ▶ Implements non-standard technical systems or equipment to a specification ▶ Explains professional concepts and approaches to school stakeholders, colleagues, and staff ▶ Applies sound theoretical knowledge and practical expertise ▶ Provides professional services independently within defined school procedures ▶ Influences operational leadership and strategic planning with respect to school service delivery ▶ Provides reports for school staff or stakeholders, requiring in- depth factual analysis, including assessments and recommendations for consideration by others ▶ May undertake low, medium and high-risk tasks as identified in 	<p>within the parameters of school policy and guidelines and the standards set by the relevant registration body</p> <ul style="list-style-type: none"> ▶ Provide professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others ▶ Retains accountability for individual practice ▶ Contributes to policy development within the school ▶ Contributes to and/or conducts training and instruction to school colleagues within the professional field and individual scope of the practice ▶ Explain professional concepts and approaches to students, stakeholders, colleagues and staff ▶ Facilitate individual or group programs for students ▶ Apply sound theoretical knowledge and practical expertise
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		Risk Matrix or its successor	
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Education support class Range 4

An education support class role at this range is distinguished by:

- broader management responsibility, particularly in the areas of finance and human resources where management responsibility is for a range of functions under a wide range of conditions, subject to the size and complexity of school operations; or
- delivery of professional student support services and/or clinical management of students and other support functions.

Objectives will, generally, be clearly defined; guidelines will be broad, and day-to-day direction minimal. Management responsibility extends to ensuring appropriate support levels are maintained across the school.

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in clause 2.6.1 of the *Education and Training Reform Act 2006* (Vic) or its successor. Supervision of students can be required where it is an integral part of the employee's position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances and where the responsibility for students remains clearly with a teacher

A role at this range may include:

- Provision of key support and advice to the leadership team and school council and/or liaison with the general school community, the ASC, and other government agencies and service providers.
- Professional student support positions where duties and responsibilities, relative to their professional discipline, are carried out with a higher level of autonomy and with minimal reliance on professional supervision. These positions provide health advice and clinical resources to the school community. Typical professional support positions operating at this level would be registered nurses (performing the role of Registered Nurse range 4), speech pathologists, psychologists, occupational therapists, physiotherapists, and social workers.
- Responsibility for the development and implementation of professional support programs within an educational environment, including guidance to other professional staff.

The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
<p>N/A</p>	<ul style="list-style-type: none"> ▶ Provides expertise and/or professional leadership dealing with more complex issues requiring specialised support ▶ Interprets and analyses data to inform and provide authoritative advice to the leadership team ▶ Delivery of services on behalf of the leadership team ▶ Reference to a manager will generally only occur where there is a need to clarify policy, priorities or broad objectives prior to making appropriate decisions ▶ Negotiate and manage straightforward contracts and service agreements ▶ Coordinate delivery of a range of support services across a school/s involving a range of work areas ▶ Manage the school/s budget involving liaison with school staff and the leadership team to ensure budget targets are met 	<ul style="list-style-type: none"> ▶ Manages the development and effective operation of the computer systems within a school/s where there is a high degree of complexity (e.g. school size, multi-campus, integration of several functional areas) and importance to the educational objectives ▶ Involves a level of responsibility and accountability that would impact on school functions and/or projects that would significantly affect school operations and/or support for educational outcomes. For example, in school laboratories, libraries, and information technology the position would provide expertise and leadership in policy development that guides the work of others, including other school staff ▶ Formulates and supervises professional development programs for colleagues or other 	<ul style="list-style-type: none"> ▶ Delivery of a professional support service/s in a school/s, including the development of policy and operational practices that will guide the work of others, including other school staff ▶ Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration ▶ Provides expert advice in the professional field, which will influence the strategic approach to student support and learning ▶ Actively promotes primary health care, mental health, or wellbeing within the education curriculum. Provides information and facilitates links between the school community and relevant services ▶ Delivers health and wellbeing education and promotion programs in collaboration with school community. Provides

		<p>staff involved in the scientific or technical field</p> <ul style="list-style-type: none"> ▶ Undertakes research and analysis within an area of expertise consistent with school objectives ▶ Manages the delivery of a professional support service(s) in a school(s), including the development of policy and operational practices that will guide the work of others, including school staff ▶ Applies sound theoretical knowledge and practical expertise in development of standards relating to the school program or operation 	<p>health and wellbeing advice to the school community</p> <ul style="list-style-type: none"> ▶ Implements evidence-based health promotion and preventive care within the school community ▶ Provide leadership, training, and development for others in the adaption and application of professional fields ▶ Undertakes nursing and/or health and wellbeing assessments and plans ongoing care to effectively address healthcare needs of individual students and groups within the school community. Acts on referrals by parents, guardians and employees ▶ Delivers primary health care, counselling, wellbeing, and therapeutic services to students (or staff) in allocated schools through health education, assessment, support, referral and health and wellbeing promotion activities ▶ Provides support for students (or staff) on sensitive health and wellbeing issues
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			<ul style="list-style-type: none"> ▶ Works actively to reduce negative health and wellbeing outcomes and risk-taking behaviours ▶ Apply sound theoretical knowledge and practical expertise in developing service delivery options
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Education support class Range 5

An education support class role at this range is usually a member of the leadership team who is accountable for the development and delivery of key services that are integral to the effective operation of a school(s). They provide a range of services and/or undertake the analysis of complex problems that form part of the policy framework.

An education support class position supports the educational services being provided to students but must not include duties of a teacher as defined in clause 2.6.1 of the *Education and Training Reform Act 2006* (Vic) or its successor. Supervision of students can be required where it is an integral part of the employee’s position or in circumstances where supervision is required individually or in groups up to 4 in controlled circumstances where the responsibility for students remains clearly with a teacher.

A role at this range may include:

- Professional support management responsibilities, including Nurse Managers (performing the role of Nurse Manager)
- Management of a major school or network function, initiative or project, or ASC targeted strategy

The duties and responsibilities for the types of education support class work that can be expected at this level are set out below.

Student/Teacher Support	Administration/Operations	Technical	Health and Wellbeing Services
N/A	<ul style="list-style-type: none"> ▶ As a member of the leadership team contribute, develop and implement key policy initiatives in a school or group of schools and 	<ul style="list-style-type: none"> ▶ As a member of the leadership team develop and implement key policy initiatives in a school or group of schools 	<ul style="list-style-type: none"> ▶ As a member of the leadership team lead, develop and/or implement key policy initiatives/improvement strategies in health and well-

	<p>initiates new developments in policy and practice</p> <ul style="list-style-type: none"> ▶ Manage delivery of budgetary, administrative and operational targets, involving liaison with school staff and leadership ▶ Contributes to the overall management of the school through internal decision making 	<ul style="list-style-type: none"> ▶ Manages a scientific, technical or specialist team and/or projects ▶ Specialist in an area of their profession and relied on for advice in this field 	<p>being in a school or group of schools</p> <ul style="list-style-type: none"> ▶ Specialist in an area of their profession and relied on for expertise in their profession ▶ Manages a defined service delivery function or project/s ▶ Undertakes advanced interventions in dealing with particularly complex cases that may require cross-profession or agency collaboration ▶ Makes decisions on complex intervention strategies that may have significant consequences for students and their families ▶ Contributes to the development of knowledge and innovation in a specific field of the profession ▶ Provides leadership, training, and development for others in the adaptation and application of professional concepts which relate to health and wellbeing
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Schedule 6

General Employees Classifications – Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, Bus Drivers, General Operational Staff and Childcare Staff

Maintenance, Grounds and Green Keeping, Canteen and Uniform Shop Staff, and Bus Drivers

a) A Level 1 position is a General Hand position Range 2-1 to 2-8.

A General Hand position is one where the General Employee:

- requires no previous experience and uses a limited range of skills;
- undertakes routine or representative duties involving the application of standard procedures which require the use of some discretion; and
- works under close supervision, either individually or as a member of a team.

Typical duties include:

- i. general labouring tasks.
- ii. general gardening tasks including preparation of grounds and planting procedures.
- iii. horticultural duties in areas such as sports playing fields, garden maintenance and foliage control at a level not considered to be at trade qualified level.
- iv. general ground, plant and building maintenance and operation requiring the application of specific skills.
- v. tasks involving moving equipment or furniture.
- vi. purchasing and stock control duties, including receipt, ordering and inventory control of goods.
- vii. tasks including handling, storing and distributing goods and materials.
- viii. basic stock control documentation.
- ix. duties of canteen assistant or uniform shop assistant; and
- x. tasks including general care and driving of School vehicles that do not require the use of a Medium Rigid (MR) or Heavy Rigid (HR) Drivers Licence from VicRoads.

b) A Level 2 position is a Qualified Trade position Range 3-1 to 3-6.

A Qualified Trade position is one where the General Employee:

- holds trade qualifications or other qualifications or experience recognised by the Employer as equivalent
- receives limited instructions regarding work assignments and usually works without supervision;
- is regularly required to exercise independent initiative and judgement; and
- may supervise one or two General Employees in a section of the School.

Typical duties include:

- i. perform general maintenance work which may include the use of trade accredited skills in areas such as carpentry, plumbing or electrical services;
- ii. assume control and responsibility for the maintenance of gardens and/or sports grounds which may include the use of accredited trade skills in areas such as horticulture, gardening or the maintenance of sports grounds;

- iii. drive buses requiring a Medium Rigid (MR) or Heavy Rigid (HR) Drivers Licence from VicRoads; or
- iv. to take responsibility for the operation of the School canteen or uniform shop, including supervision of assistants or volunteers.

c) A Level 3 position is a Supervisor position Range 4-1 to 4-6.

A Supervisor position is one where the General Employee:

- requires minimal instruction in the performance of their duties;
- exercises substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the School's business;
- has the responsibility for supervision, training and coordination of staff, responsibility for their efficient allocation and control, in one or more sections of the School; and
- is required to have undertaken and completed postsecondary training provided by any accredited training provider relevant to the tasks required by the Employer for this Level, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is regarded by the Employer to be equivalent to the required post-secondary training.

General Operational Staff

General Operational Staff include staff employed to undertake cooking/catering, housekeeping, laundry, cleaning and caretaking services

a) A Level 1 position is Range 2-1 to 2-5

Level 1 positions may include Cleaner, Laundry Assistant, Kitchen Assistant) is one where the General Employee has no relevant training or experience, and:

- requires no previous experience and uses a limited range of skills;
- for a major part of the time performs duties involving the application of standard procedures which require the use of limited discretion; and
- works under direct supervision, either individually or as a member of a team.

Typical duties include:

- i. performing a range of industrial cleaning tasks;
- ii. cleaning, dusting and polishing and general cleaning in classrooms or other public areas of the School's buildings, structures, premises and the like ancillary to its functions;
- iii. undertaking basic food preparation and cooking duties, cleaning and tidying the kitchen and its equipment;
- iv. making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the School's main dining area;
- v. performing general laundry duties;
- vi. performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials.

b) A Level 2 position is Range 2-5 to 2-8

A Level 2 position may include Cleaner, Kitchen Assistant, Laundry Worker, and Non-Trade Qualified Cook and may:

- undertake for a substantial part of the time routine or repetitive duties involving the application of clearly prescribed standard procedures requiring the use of some discretion; and
- works under supervision, either individually or as a member of a team.

Typical duties include:

- i. performing a range of industrial cleaning tasks;
- ii. cleaning, dusting and polishing and general cleaning in classrooms or other public areas of the School's buildings, structures, premises and the like ancillary to its functions;
- iii. performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items;
- iv. performing laundry duties requiring the application of limited discretion and repairs to linen or clothing

c) A Level 3 position is Range 3-1 to 3-6

A Level 3 position may include, non-exhaustively Caretaker, and Cook) is one where the General Employee and:

- works under minimal supervision to a level of training held by the individual;
- plans their own and other work schedules as approved by the Employer;
- assists in the training and supervision of General Employees at lower levels; and
- is competent in technical areas as required for the position.

Typical duties include:

- i. performing general cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;
- ii. protection, upkeep and good order of the School and which may involve the possession of the appropriate security licence

d) A Level 4 position is Range 4-1 to 4-6

A Level 4 Position may include Chef or Cook is one where the General Employee:

- receives limited instructions regarding work assignments and usually works without supervision; and
- is regularly required to exercise independent initiative and judgement; and
- directly supervises a small group of General Employees in a section of the School; and
- would be expected to have undertaken and completed relevant trade qualifications and /or post-secondary training which may include TAFE training or recognition of relevant prior learning or practical experience accepted by the Employer.

Typical duties include:

- i. performing cooking duties including a la carte cooking, baking, pastry cooking or butchery

Childcare / OHSC Staff

Childcare / OHSC Staff include staff employed to undertake the supervision of children in preschool or childcare services.

a) A Level 1 position is Range 2-1 to 2-5

Level 1 positions may include childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant where the General Employee has relevant training or experience.

Typical duties include:

- i. Learning and implementing the policies, procedures and routines and the requisite basic skills
- ii. Learning how to establish relationships and interacting with children
- iii. Attending to the physical, social and emotional needs of children on an individual or group basis
- iv. Assisting in the development of good relations with families attending the facility
- v. Performing basic duties, including food preparation, cleaning or gardening
- vi. Assisting in the implementation of the children's program under supervision
- vii. Assisting in the implementation of daily care routines
- viii. Developing awareness of, and assisting in the maintenance of the health and safety of children in care
- ix. Understanding and working according to the policies and procedures associated with the children's program
- x. Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- xi. Demonstrating knowledge of hygienic handling of food and equipment

b) A Level 2 position is Range 2-5 to 2-8

Level 2 positions may include childcare assistant, outside school hours assistant, outside school hours supervisor, preschool assistant, kindergarten assistant where the General Employee has relevant training and experience at a minimum of a Diploma in Children's Services.

Typical duties include:

- i. Responsibility in consultation with the director or the director's nominee for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- ii. Responsibility for the direction and general supervision of lower level employees
- iii. Ensuring a safe environment is maintained for children and employees
- iv. Ensuring that records are maintained accurately for each child in the employee's care
- v. Developing implementing and evaluating daily care routines
- vi. Ensuring adherence to the policies and procedures
- vii. Liaising with families

- viii. Responsibility for co-ordinating and directing the activities of employees including the employees engaged in the implementation and evaluation of developmentally appropriate programs
- ix. Contributing through the director to the development of the facility or policies and procedures
- x. Co-ordinating operations including work health and safety program planning staff training
- xi. Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- xii. Undertaking additional responsibilities including co-ordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions.