

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



# **TEACHERS**

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

**ACN: 106 906 423**

## **ENTERPRISE AGREEMENT**

**2024**

# Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

## ARRANGEMENT

<b>Part 1</b>	<b>Application</b>	1
1.	Title	1
2.	Agreement	1
3.	Commencement and period of operation	1
4.	Coverage	1
5.	Relationship to the Award	1
6.	National Employment Standards	1
7.	Objects of the Agreement	2
8.	Definitions	2
9.	Access to the Agreement and the National Employment Standards	4
10.	Individual Flexibility Arrangement	4
<b>Part 2</b>	<b>Consultation and Dispute Resolution</b>	6
11.	Consultation about change	6
12.	Dispute resolution	8
<b>Part 3</b>	<b>Employment Conditions</b>	10
13.	Types of employment	10
14.	Terms of Engagement	10
15.	Performance and Conduct Management	12
16.	Termination of employment	13
17.	Redundancy	15
<b>Part 4</b>	<b>Salaries and Related Matters</b>	17
18.	Salaries	17
19.	Classification	18
20.	Positions of Responsibility	19
21.	Allowances and Payments	19
22.	Benefits	20
23.	Superannuation	22
<b>Part 5</b>	<b>Hours of Work and Specific Work Related Matters</b>	23
24.	Ordinary Hours of Work	23
25.	Breaks	24
26.	Teachers' Specific Duties	24

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

<b>Part 6 Leave and Public Holidays</b>	29
27. Portability of Leave	29
28. Pupil Free Days	29
29. Public Holidays	29
30. Annual Leave	29
31. Personal Leave	30
32. Infectious Diseases Leave	32
33. Compassionate Leave	32
34. Long Service Leave	33
35. Parental Leave	34
36. Leave for Dealing with Family and Domestic Violence	36
37. Other Leave	38
<b>Part 7 Other Matters</b>	40
38. Accident Make-Up Pay	40
39. Procedures for Investigating Allegations of Reportable Conduct	42
40. Workplace delegates' rights	42
41. Disclaimer	45
<b>Declaration</b>	46
<b>Appendix A Salaries and Allowances</b>	47

# Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

## Part 1 Application

### 1. Title

This Agreement shall be known as the *Seventh-day Adventist Schools (Victoria) Limited Enterprise Agreement 2024* (**the Agreement**).

### 2. Agreement

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

### 3. Commencement and period of operation

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

**3.2** The nominal expiry date of the Agreement is 31 December 2026.

### 4. Coverage

**4.1** This Agreement covers the employer (as defined in clause 8 of this Agreement) and school teachers (primary and/or secondary school teachers) and early learning teachers (**the teachers**, unless separately specified) at Seventh-day Adventist Schools (Victoria) Limited who are employed by the Board of Directors of Seventh-day Adventist Schools (Victoria) Limited (**the Board**).

**4.2** For the avoidance of doubt, this Agreement does not cover:

(a) peripatetic employees associated with Seventh-day Adventist Schools (Victoria) Limited, for example, instrumental music tutors or other tutors or coaches remunerated on an individual fee basis;

(b) early learning centre managers; and

(c) early learning centre directors.

### 5. Relationship to the Award

**5.1** This Agreement incorporates the terms of the *Educational Services (Teachers) Award 2020* (**the Award**) as in force from time to time.

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

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

### 6. National Employment Standards

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

- 6.1 The National Employment Standards (the NES) as contained in Part 2-2 of the Act are the minimum entitlements applying to a teacher covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2 This Agreement, together with the Award, will provide enterprise-specific detail where it deals with a matter provided for in the NES.
- 6.3 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### 7. Objects of the Agreement

The parties to this Agreement have recognised:

- (i) that Seventh-day Adventist schools exist to promote the mission of the Seventh-day Adventist Church, through quality Christian education.
- (ii) the need to safeguard the philosophy and quality of Adventist education through careful administration and maintaining a working environment in harmony with the mission of Adventist Schools Australia.
- (iii) that the Board has the authority to manage the Schools in harmony with Seventh-day Adventist Church policies and procedures and relevant legislation.
- (iv) that teachers employed by the employer have a responsibility to promote and uphold the philosophy of the Seventh-day Adventist Church.
- (v) that the intention of this Agreement is to promote the delivery of high quality education through providing terms of employment that overall, are informed by those covering teachers in State schools in Victoria.

### 8. Definitions

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

*Act* means the *Fair Work Act 2009* (Cth) or its successor, as varied from time to time.

*Adventist Schools Australia (ASA)* means the national education department acting under the auspices of the Seventh-day Adventist Church (Australia) Ltd. ASA have the delegated responsibility for monitoring the operation of Seventh-day Adventist schools in Australia in harmony with the policies of the South Pacific Division of the Seventh-day Adventist Church (SPD).

*AITSL* means the Australian Institute for Teaching and School Leadership.

*Australian Union Conference (AUC)* means the national office under the auspices of the South Pacific Division. The AUC is responsible for the operations of the Seventh-day Adventist Church in Australia.

*Board* means the Board of Directors of Seventh-day Adventist Schools (Victoria) Limited.

*Core hours* means the normal daily hours of operation of a school during which classes are conducted.

*Employer* means the Seventh-day Adventist Schools (Victoria) Ltd.

*Immediate family or household* has the definition in s.12 of the Act, except that the term includes a foster parent or legal guardian and a foster child.

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

***Institute*** means the Victorian Institute of Teaching (VIT).

***NES*** means the National Employment Standards. See the *Fair Work Act 2009* (Cth) s.59-131.

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

***Ordinary hours of work*** means the hours of work agreed as such between the employer and the teacher. If not agreed, the hours will be 38 hours per week for a full-time teacher, averaged over 12 months, less four (4) weeks' annual leave and public holidays.

***Permission to Teach (PTT) Teacher*** is a person who does not hold teaching qualifications but is registered with the Victorian Institute of Teachers under the terms and conditions of the *Education and Training Reform Act 2006* (Vic).

***Policy*** means Seventh-day Adventist Schools (Victoria) Limited, South Pacific Division Policy or Australian Union Conference Policy, which does not form part of, and is not incorporated into, this Agreement.

***Principal*** means a teacher who has been employed by, and is responsible to the Board. The duties of the Principal include overall management of the school as determined by the employer.

***Qualifications*** mean qualifications or courses which are recognised by the Victorian Institute of Teaching.

***School*** means a school or college or early learning centre operated by Seventh-day Adventist Schools (Victoria) Ltd.

***School year*** means the period of 12 months from the day employees are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks.

***Service date*** means the date from which a teacher is expected to begin duties in the newly appointed position, which is two (2) weeks before the first week of the first term of the school year for a school teacher and three (3) weeks before the first week of the first term of the school year for an early learning teacher. Or in the case of relocation from another Seventh-day Adventist school company, four (4) weeks after the end of the previous school year or at a date negotiated between the previous employer, the new employer and the teacher.

***South Pacific Division (SPD)*** means the division of the world Church responsible for the operations of the Church in the South Pacific Area including Australia, New Zealand, islands of the Pacific Ocean to Tahiti, and Papua and New Guinea.

***Teacher*** means an employee covered by this Agreement, and includes a VIT-registered ***school teacher*** employed in a primary and/or secondary school and a VIT-registered ***early learning teacher*** employed in a school, unless separately specified.

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

***Term weeks*** means the weeks, or parts thereof, in the school year that students are

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

required to attend school including designated student-free days as set out in the school calendar. Where a preschool operates according to terms that approximate school terms, term weeks will have the same meaning.

### **9. Access to the Agreement and the National Employment Standards**

The Agreement and the NES will be made available to all teachers to whom they apply through electronic means accessible to teachers.

### **10. Individual Flexibility Arrangement**

**10.1** This clause replaces clause 5 – Individual flexibility arrangements of the Award. Notwithstanding any other provision of this Agreement, the employer and an individual teacher may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the employer and the individual teacher. The terms that the employer and the individual teacher may agree to vary the application of are those concerning:

- (i) arrangements about when work is performed;
- (ii) allowances.

**10.2** The employer and the individual teacher must have genuinely made the agreement without coercion or duress. The teacher is entitled to be accompanied if the teacher so wishes by a representative.

**10.3** The agreement between the employer and the individual teacher must be confined to a variation in the application of one or more of the terms listed in clause 10.1.

**10.4** The employer must ensure that the terms of the individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the Act; and
- (ii) are not unlawful terms under section 194 of the Act; and
- (iii) result, at the time the agreement is made, in the teacher being better off overall than the teacher would have been if no arrangement had been made.

**10.5** The agreement between the employer and the individual teacher must also:

- (i) be in writing, name the parties to the agreement and be signed by the employer and the individual teacher and, if the teacher is under 18 years of age, the teacher's parent or guardian;
- (ii) state each term of this Agreement that the employer and the individual teacher have agreed to vary;
- (iii) detail how the application of each term has been varied by agreement between the employer and the individual teacher;
- (iv) detail how the agreement results in the individual teacher being better off overall in relation to the individual teacher's terms and conditions of employment; and
- (v) state the date the agreement commences to operate.

**10.6** The employer must give the individual teacher a copy of the individual flexibility agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

- 10.7** Except as provided in clause 10.5(i) the agreement must not require the approval or consent of a person other than the employer and the individual teacher.
- 10.8** An employer seeking to enter into an agreement must provide a written proposal to the teacher. Where the teacher's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the teacher understands the proposal.
- 10.9** The agreement may be terminated:
- (i) by the employer or the individual teacher giving no more than 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (ii) at any time, by written agreement between the employer and the individual teacher.
- 10.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual teacher contained in any other term of this Agreement.



## Part 2 Consultation and Dispute Resolution

### 11. Consultation about change

**11.1** This clause replaces clause 29 – Consultation about major workplace change and clause 30 – Consultation about changes to rosters or hours of work of the Award. This clause applies if the Employer:

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

#### Major change

**11.2** For a major change referred to in clause 11.1(i):

- (i) the Employer must notify the relevant teachers of the decision to introduce major change; and
- (ii) clauses 11.3 to 11.9 apply.

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

**11.4** If:

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

the Employer must recognise the representative.

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

- (i) discuss with the relevant teachers:
  - (a) the introduction of the change, and
  - (b) the effect the change is likely to have on the teachers, and
  - (c) measures the employer is taking to avert or mitigate the adverse effect of the change on the teachers,and
- (ii) for the purposes of the discussion – provide, in writing, to the relevant teachers:
  - (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 teachers, and
  - (c) any other matters likely to affect the teachers.

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

- 11.6** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant teachers.
- 11.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant teachers.
- 11.8** If a clause in this Agreement provides for major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 11.2(i) and clauses 11.3 and 11.5 are taken not to apply.
- 11.9** In this clause, a major change is **likely to have a significant effect on teachers** if it results in:
- (i) the termination of the employment of teachers; or
  - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of teachers; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain teachers; or
  - (vi) the need to relocate teachers to another workplace; or
  - (vii) the restructuring of jobs.

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

**11.10** For a change referred to in clause 11.1(ii):

- (i) the employer must notify the relevant teachers of the proposed change; and
- (ii) clauses 11.11 to 11.15 apply.

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

**11.12** If:

- (i) a relevant teacher appoints, or relevant teachers appoint, a representative for the purposes of consultation, and
- (ii) the teacher advises, or the teachers advise, the employer of the identity of the representative, the employer must recognise the representative.

**11.13** The Employer must:

- (i) discuss with the relevant teachers the introduction of the change; and
- (ii) for the purposes of the discussion – provide to the relevant teachers:
  - (a) information about the proposed change (for example information about the nature of the change on the teachers; and
  - (b) information about what the employer reasonably believes will be the effect of the change on the teachers; and

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

- (c) information about any other matters that the Employer reasonably believes are likely to affect the teachers; and
- (iii) invite the relevant teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

**11.16** For the purposes of clauses 11.11 to 11.15, the Employer's educational timetables in respect of academic classes and student activities, which:

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

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

- (i) to the number of ordinary hours of work of a teacher, or
  - (ii) to the spread of hours over which the teacher's ordinary hours are required to be worked, or
  - (iii) to the days over which the teacher is required to work,
- clauses 11.11 to 11.15 will apply.

In this clause, **relevant teachers** means the teachers who may be affected by a change referred to in clause 11.1.

## 12. Dispute resolution

**12.1** This clause replaces clause 31 – Dispute resolution of the Award. The dispute resolution procedure outlined within this clause applies to any dispute arising about a matter under this Agreement or the NES.

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

**12.3** If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace after utilising the process in clause 12.2 and all appropriate steps under this clause have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

- 12.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 12.5** The employer or a teacher may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 12.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, a teacher must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the teacher to perform.

## Part 3 Employment Conditions

### 13. Types of employment

This clause replaces clause 8 – Types of employment of the Award. Teachers under this Agreement will be employed in one of the following categories:

- (i) **Full-time teacher** means any teacher other than a casual, part-time, or fixed term teacher. A full-time teacher is an employee engaged to work an average of 38 hours per week, averaged over a 12 month period (less four (4) weeks' annual leave and public holidays).
- (ii) **Part-time teacher** means a teacher who is engaged to work regularly, but for less than a normal full-time teaching load. A part-time teacher is entitled to the benefits in this Agreement on a pro-rata basis.
- (iii) **Fixed term teacher** means a teacher employed for a fixed period of time for a period of at least 4 weeks but not more than 12 months on either a full-time or part-time basis to:
  - (a) Undertake a specified project for which funding has been made available;
  - (b) Undertake a specified task which has a limited period of operation; or
  - (c) Replace an employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.

Note: A teacher employed for a fixed term must be advised in writing at the point they were offered the position that it was for a fixed term, and reasons stated for the position being a fixed term;

- (iv) **Casual teacher** means a teacher who is engaged on a casual basis provided that the nature of the engagement is not regular or systematic. A casual teacher may be employed for a block of up to four (4) term weeks. A casual engagement may be extended by agreement between the teacher and the employer for the period of up to one school term.

### 14. Terms of Engagement

#### 14.1 Selection and appointment procedures

- (i) The employer is a preferential employer, whereby preference will normally be given to the employment of members of the Seventh-day Adventist Church.
- (ii) Teaching positions (except fixed term positions for up to two terms' duration and casual positions) may be advertised as deemed appropriate by the employer and in harmony with ASA appointment procedures.
- (iii) The employer may appoint graduate teachers of SDA tertiary institutions to suitable positions after appropriate processes have been implemented.
- (iv) Appointments to teaching positions will be based on the suitability of the applicant for the position and after consultation with the Principal. The successful applicant

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

will be informed in writing of the terms and conditions of employment at the time of appointment.

- (v) All appointments for newly employed teachers include the six-month minimum employment period, as defined by the Act. Where the employer terminates the teacher's employment during the minimum employment period, the employer is not required to comply with cl.15 but is required to provide notice of termination in accordance with cl.16.4 and cl.26.6.
- (vi) Appointments to leadership positions will be made according to Board employment procedures. Terms and conditions will be as stated in the employer's employment procedures.
- (vii) After a teacher has been appointed to a position, a letter of employment shall be provided to the teacher by the employer stating classification, rate of salary, general expectations of the teacher, and other relevant terms and conditions of employment.
- (viii) Teachers will be expected to support the beliefs, ethics and values of the Church.
- (ix) Where a person applies for a casual teaching position, the employer shall provide, on initial receipt of required employment documents, a letter stating that the teacher is approved for casual teaching, his/her classification, and expectations of the school for casual teachers
- (x) The school will provide the teacher with details of the face-to-face teaching load, duties and extra-curricular commitment.

### 14.2 General duties

- (i) Teachers have a responsibility to support the holistic development of each student to develop responsible citizens of the future who understand and appreciate the ethics, values and beliefs of the Church.
- (ii) Teachers have a responsibility to meet the high standards of the Seventh-day Adventist Church and the teaching profession. Teachers are therefore expected to support and promote a lifestyle consistent with Seventh-day Adventist Church ethics, beliefs and values.
- (iii) Programs of work are the intellectual property of the employer. Teachers are to leave all programs of work and other relevant documents at the school upon termination or transfer of employment or on authorised extended leave, including parental leave and long service leave.
- (iv) Teachers are expected to provide quality education in a safe environment for students. Teachers are to comply with child protection legislation and occupational health and safety legislation.
- (v) Teachers are to receive induction and participate where required, in maintaining school records such as student attendances, accidents, and maintenance records.
- (vi) Teachers undertake the direct delivery or supervision of courses of study that are designed to implement the curriculum (as determined by the VCAA and ASA) for primary or secondary schools in accordance with the Education and Training Reform Act 2006 (Vic).
- (vii) Teachers are responsible for assessing student participation, performance and progress in such courses as defined in the *Education and Training Reform Act 2006* (Vic).

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

- (viii) Teachers are expected to deliver the curriculum in a manner which promotes Seventh-day Adventist beliefs, ethics and values.
- (ix) Teachers are expected to lead out and/or participate in devotional activities associated with the beliefs of the Seventh-day Adventist School System.

### **15. Performance and conduct management**

#### **15.1 Application**

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

- (i) where an Employee's employment is terminated during the minimum employment period, as defined by the Act; or
- (ii) for a casual Employee.

#### **15.2 Performance Management**

- (i) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (ii) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
  - (a) the Employer's concern(s) with the Employee's performance;
  - (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
  - (c) the Employee's right to be accompanied by a support person of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
  - (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (iii) Formal performance management meetings will:
  - (a) include discussion of the Employer's concern(s) with the Employee's performance;
  - (b) give the Employee an opportunity to respond to the Employer's concern(s);
  - (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
  - (d) include documentation, where appropriate;
  - (e) set periods of review, as appropriate.
- (iv) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

### **15.3 Conduct Management**

- (i) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (ii) The Employer will advise the Employee in writing of:
  - (a) the Employer's concern(s) with the Employee's conduct;
  - (b) the time, date and place of the meeting to discuss the Employee's conduct;
  - (c) the Employee's right to be accompanied by a support person of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
  - (d) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (iii) The formal conduct management meeting(s) will:
  - (a) include discussion of the Employer's concern(s) with the Employee's conduct;
  - (b) give the Employee an opportunity to respond to the Employer's concern(s).
- (iv) Concern(s) with an Employee's conduct may be resolved by:
  - (a) taking no further action, if appropriate;
  - (b) issuing the Employee with a warning or a final warning in writing;
  - (c) terminating the employment of the Employee in accordance with the relevant notice provision;
  - (d) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - (e) other action, appropriate to the situation.

### **16. Termination of employment**

**16.1** This clause replaces clause 32 – Termination of employment of the Award. Termination of employment of a teacher may occur through resignation, retirement, dismissal or redundancy. Notice of termination is provided for in the NES. This clause of the Agreement provides enterprise-specific detail and supplements the NES that deals with termination of employment.

#### **16.2 Suspension**

- (i) The employer may suspend a teacher with pay while considering any matter which, in the view of the employer, could lead to the teacher's summary dismissal.

#### **16.3 Dismissal**

- (i) The employer may dismiss on notice any teacher:
  - (a) who is Provisionally Registered with the Victorian Institute of Teaching (VIT) and who does not meet the requirements for full registration within two (2) years or within an extension period as determined by the Board; or



## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

- (b) who is professionally negligent or incompetent and, after the implementation of a performance management program, fails to show evidence of satisfying the criteria set for continued employment; or
  - (c) for conduct determined to be misconduct, provided the employer has given the teacher an opportunity to respond in accordance with cl.15.3 to any concern/s about the teacher's conduct; or
  - (d) who engages in a lifestyle that is in conflict with the moral and ethical standards of the Seventh-day Adventist Church.
- (ii) The employer may summarily dismiss any teacher who has engaged in serious misconduct. Serious misconduct includes but is not limited to:
- (a) wilful, or deliberate behaviour by a teacher that is inconsistent with the continuation of the teacher's contract of employment; or
  - (b) any conduct that causes serious or imminent risk to:
    - the health, or safety, of a person;
    - the reputation, viability or profitability of the employer's business; or
  - (c) the teacher, in the course of the teacher's employment, engaging in theft, fraud or assault; or
  - (d) the teacher being intoxicated or under the influence of illicit drugs at work; or
  - (e) the teacher refusing to carry out a lawful and reasonable instruction that is consistent with the teacher's contract of employment; or
  - (f) any serious breach of the VIT and/or the Employer's Code of conduct, acknowledging that any code of conduct will be subject to update as required and is not incorporated into, and does not form part of, this Agreement.

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

Subject to clause 17.5, the employment of a teacher (other than a casual teacher) will not be terminated without at least seven term weeks' notice (inclusive of the notice period required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven.

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

The notice of termination required to be given by a teacher is the same as that required of an employer.

### **16.6 Job search entitlement**

Where the employer has given notice of termination of employment to a teacher, a teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the teacher after consultation with the employer (refer to clause 17.4 for job search entitlement for redundancy).

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

### 16.7 Statement of service

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

## 17. Redundancy

### 17.1 Definition

This clause replaces clause 33 – Redundancy of the Award and provides enterprise-specific detail and supplements the NES which deals with redundancy.

### 17.2 Transfer to lower paid duties

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

### 17.3 Teacher leaving during notice period

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

### 17.4 Job search entitlement

- (i) A teacher given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of the notice period for the purpose of seeking other employment.
- (ii) If the teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the teacher must, at the request of the employer, produce proof of attendance at an interview or the teacher will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (iii) This entitlement applies instead of clause 16.6.

### 17.5 Exclusions

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

### 17.6 Severance pay

- (i) Where a teacher's employment is terminated on the ground of redundancy, the employer shall pay severance pay in respect of a continuous period of employment.
- (ii) A week's pay means the annual salary plus any allowances paid to the teacher at the time of termination, divided by 52.18. Where the employer offers acceptable

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

alternative employment to a teacher, the employer will not be required to make any severance payment (refer also to clause 17.2 if the teacher is transferred to lower paid duties).

### Table: Severance Pay

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

<b>Years of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and less than 11 years	18 weeks' pay
11 years and less than 12 years	19 weeks' pay
12 years and less than 13 years	20 weeks' pay
13 years and less than 14 years	21 weeks' pay
14 years and less than 15 years	22 weeks' pay
15 years and less than 16 years	23 weeks' pay
16 years and less than 17 years	24 weeks' pay
17 years and less than 18 years	25 weeks' pay
18 years and over	26 weeks' pay

### 17.7 Part-time teachers

If a part-time teacher's hours are reduced, without the teacher's consent, by more than 25% at a given time or by more than 40% in total over two consecutive years, then the teacher will be entitled to the provisions of this clause.

## Part 4 Salaries and Related Matters

### 18. Salaries

**18.1** This clause replaces clause 14 – Classifications and clause 17 – Minimum rates of the Award. Teachers will be remunerated as per the appropriate schedule in Appendix A of this Agreement. Should a Teacher prefer for ASV to take responsibility to care for their tithe commitment, the Teacher may elect to be paid in accordance with Schedule A. Should a Teacher prefer to take personal responsibility to care for their tithe, the teacher may elect to be paid in accordance with Schedule B. Current arrangements will be maintained unless individual Employees elect otherwise.

### 18.2 Payment of salary

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

### 18.3 Part-time teachers

- (i) For the purposes of determining part-time pro rata salaries and entitlements, a part-time load shall be calculated as a pro-rata equivalent of the load of a full-time teacher, based on the normal face-to-face teaching hours which a full-time teacher at the school is required to teach.
- (ii) Normal incremental progression is on the basis of one increment where a teacher has undertaken 0.5 or more of equivalent full-time employment in the preceding year.

### 18.4 Casual teachers (CRT, or casual relief teachers)

Casual teachers are paid at the Level 4 rate of pay under clause 17 of the Award. The 2024 rate of pay for a casual teacher is \$431.85 for a full day and \$215.93 for a half day.

### 18.5 Overpayments

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

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

### 19. Classification

#### 19.1 Categories

This clause replaces clause 14 – Classifications of the Award. A teacher may be classified as follows:

- |                                  |                                 |
|----------------------------------|---------------------------------|
| (i) Provisional VIT registration | Levels 1 to 2                   |
| (ii) Full VIT registration       | Levels 3 to 11                  |
| (iii) Position of Responsibility | Loading based on responsibility |
| (iv) Head of School/Deputy       | Loading based on enrolments     |
| (v) Principal                    | Loading based on enrolments     |

#### 19.2 Progression

- (i) A four year trained teacher, who has provisional registration with VIT, shall begin on Level 1 of the scale. A teacher will be classified at Level 3 of the scale, provided the teacher has completed no less than two years of service of 0.5 FTE or above and gained full registration with VIT. A teacher who has gained full VIT registration but has not completed two years of service will remain on Level 1 and/or 2 until two years of service has been completed.
- (ii) Four year trained teachers, who have full VIT registration and have completed two years of service with a time fraction of 0.5 or more, will be classified at Level 3.
- (iii) Normal incremental progression is on the basis of one increment for each year of service at a time fraction of 0.5 or more. A teacher with a time fraction below 0.5 will progress to the next increment after the completion of 24 months. A teacher with full VIT registration may progress from Level 3 to Level 11 in accordance with this clause.

#### 19.3 Credit for Previous Employment

- (i) A teacher may apply for credit for previous teaching service and shall be given credit based on full-time equivalent employment. 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.
- (ii) A teacher may apply for credit for previous teaching in a recognised teaching institution other than a recognised school (e.g. university, TAFE), or a school outside Australia recognised by the employer, and shall be given credit for each year of service to a maximum of four years credit. However, at the discretion of the employer, the teacher may be given full credit depending on the level of correlation between the previous teaching position and the position to which the teacher is appointed.
- (iii) A teacher may apply for credit for service in any paid occupation deemed by the employer to be relevant to his/her teaching, and be given credit based on one increment for three years of industry service, to a maximum of four increments.
- (iv) The teacher applying for credit must submit an application in writing to the employer and provide documentary evidence to support the application, for example, a statement of service on an official letterhead. Credit allowed will be

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

given from the date of application where suitable documentary evidence is provided. The employer shall advise the teacher in writing to substantiate the application for credit of previous service.

### **20. Positions of Responsibility**

This clause replaces clause 19.3 - Leadership allowances of the Award, as follows:

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

### **21. Allowances and payments**

#### **21.1 Payment for jury duty**

- (i) Jury service leave is as provided for in the NES, except whether this clause provides ancillary or supplementary terms.
- (ii) A teacher who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (iii) A teacher must notify the employer as soon as possible of the date upon which the employee is required to attend for jury service.
- (iv) A teacher must provide the employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (v) A teacher must inform the employer immediately of any change to the known period of absence and provide the employer with written proof of the payments made by Court Authorities with respect to jury service.
- (vi) Subject to cl.21.1(iii), (iv) and (v), the employer will pay normal salary to a teacher, with the teacher required to provide the payment received from the Court Authorities for jury service to the employer as soon as practicable after returning from jury service leave. For a casual or fixed term teacher, the employer may elect

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

to pay the difference between the amount paid by the Court Authorities in respect of the teacher's attendance for jury service and the amount of salary the teacher would have received had the teacher not been on jury service leave.

### **21.2 Reimbursement for own vehicle usage**

Where a teacher is required to travel on school business using their own vehicle in the performance of their duties, the reimbursement will be made in accordance with the Australian Taxation Office cents per kilometre rate.

### **21.3 Removal costs**

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

### **21.4 Counselling**

A teacher may be granted up to eight (8) paid counselling sessions in situations where there is a serious concern about the health and welfare of the teacher. The counselling sessions must be undertaken with an appropriately trained professional and employees are reimbursed up to \$100 per session by the employer.

## **22. Benefits**

### **22.1 Salary packaging**

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

- Superannuation contributions
- Laptop computers.

### **22.2 School fee discounts for teachers**

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

### **22.3 Deferred Salary Scheme**

- (i) This scheme is available for all permanent teachers.
- (ii) A teacher wishing to participate in the Deferred Salary Scheme shall apply to Adventist Schools Victoria.
- (iii) It operates over a term of four (4) years with the teacher deferring twenty-five (25) percent of his or her salary for the first three years and taking leave during the fourth year of the scheme while being paid the deferred salary.
- (iv) For the fourth year, the total deferred salary for full-time teachers will be paid at the teacher's classification/salary level during the fourth year, after adjusting for the current wage percentage increase. Part-time teachers will be paid at their average FTE over the first 3 years on the deferred salary scheme and at their current wage rate in year 4 after adjusting for the current wage percentage increase.

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

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

### **22.4 VIT registration**

The employer will reimburse VIT registration costs for all teachers.

### **22.5 Impact of Leave**

- (i) Any teacher who takes approved paid leave shall receive the benefits and salary as in clauses 22.1, and 22.2 for the period of leave granted.
- (ii) Any teacher who takes leave without pay shall not be entitled to the benefits listed in clauses 22.1 and 22.2 during the period of leave.
- (iii) Unpaid parental leave taken by the teacher does not count as a period of service for accrual of entitlements but does provide for continuity of employment.



## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

### 23. Superannuation

- 23.1** This clause replaces clause 18 – Superannuation of the Award. The employer shall make superannuation contributions to a complying superannuation fund in accordance with the Superannuation Guarantee legislation, or as outlined at clause 23.5.
- 23.2** Contributions are based on Ordinary Time Earnings as defined by the Superannuation Guarantee legislation.
- 23.3** Where a teacher has not nominated a complying fund, a request for stapled superannuation fund details will be made to the ATO. If the Employer is advised by the ATO that the teacher does not have a stapled superannuation fund, the Employer’s default superannuation fund applies. The Employer’s default fund is Australian Retirement Trust – ACASor its successor.
- 23.4** Teachers may request additional superannuation payments be made on their behalf as either salary sacrificed deductions or deductions after tax.
- 23.5** The Employer will make superannuation contributions in accordance with the following table:

<b>Years of completed service</b>	<b>From date of commencement of the Agreement</b>
<b>Less than 10 years</b>	Superannuation Guarantee Rate (SG)
<b>10 - 14 years</b>	SG plus 0.5%
<b>15 – 19 years</b>	SG plus 1.5%
<b>20 or more years</b>	SG plus 2.5%

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

### **24. Ordinary Hours of Work**

**24.1** Notwithstanding the NES, and due to the operational requirements of the employer, the ordinary hours of work of a teacher are 38 per week under this Agreement and may be averaged over the 12 month period of the School year, excluding annual leave and public holidays.

### **24.2 Non-term weeks**

- (i) Non-term weeks are deemed to include the four (4) weeks of annual leave as legislated under the National Employment Standards (NES) of the Act. A teacher is not required to attend at the school during non-term weeks 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. Where an early learning centre operates according to terms that approximate school terms, non-term weeks will have the same meaning.
- (ii) The teacher's role is defined by the employer.
- (iii) Before the beginning of Term 1 for students each year, returning school teachers are required to attend school for a maximum of five working days within the school setting. Teachers newly employed at the start of the school year are expected to attend school for a minimum of eight working days before the school year commences for students.

**24.3** The ordinary hours of work to be averaged over a 12 month period (excluding annual leave and public holidays) exclude those extra hours such as:

- (i) school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
- (ii) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a teacher may be recalled to perform duties relating to their position.

**24.4** Secondary teachers may be required to complete up to 18 hours of extras for a full-time teacher in 2024 and 2025, and 15 hours of extras in 2026, as negotiated between the teacher and the principal. The number of extras shall be limited to one extra per week, or two extras per fortnight timetable cycle and only where the teacher does not already have five (5) periods timetabled for the day. Variance from this may occur where extenuating circumstances exist. The number of extras for a part-time teacher will be calculated on a pro rata basis, based on their FTE. Should a part-time teacher be requested to work more than the pro-rated extras, the part-time teacher will be remunerated for the extras at the teacher's normal rate of pay.

**24.5** A primary teacher's release time shall be preserved in the following circumstances

- (i) it is a school day with students in attendance,
- (ii) the teacher's release time is from face-to-face classroom duties,
- (iii) the teacher is required to forgo the release time normally taken at that time,

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

- (iv) instead of being released the teacher is required to take a class, directly supervise students or is required by the principal to attend a meeting or other work appointment,

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

### 25. Breaks

This clause replaces clause 16 – Breaks of the Award. A teacher who is engaged or rostered to work for more than 5 hours on a day will be entitled to an unpaid meal break of not less than 30 consecutive minutes. Such meal break commences no later than five hours after the scheduled commencement of work and may be taken at a time different to the school's timetabled lunch break. Although the school will make every effort to provide a teacher with an unpaid meal break of not less than 30 minutes, it may only be possible to provide a teacher who is on yard duty during the meal break with a break of not less than 20 consecutive minutes.

### 26. Teachers' specific duties

- 26.1**
- (i) The normal duties of teachers in addition to scheduled teaching, preparation, assessment and reporting, shall include attendance at morning devotions, playground duties, sports duties, attending staff meetings, parent/teacher meetings, administration and assembly duties, and pastoral care duties, as rostered.
  - (ii) Specialised teaching and learning duties may include roles as determined by the school, for example, early learning teachers, teacher-librarians, learning support teachers, and teachers engaged in leadership positions.
  - (iii) Duties may also include attending school camps, retreats, excursions (including overnight excursions) and other extra-curricular activities.
  - (iv) Duties for leadership positions and for specialist teachers will be specified in their job description.
  - (v) Details of all of a teacher's duties will be included in the job description which will be provided to newly appointed teachers.
  - (vi) Yearly review of load etc. to be negotiated in good faith with the school administration, and a specific job description to be drafted for any additional duties.

### 26.2 Allocation of Duties

- (i) A full time teacher, other than a graduate teacher in the first year of teaching (1<sup>st</sup> year teacher), may be allocated a maximum of face to face teaching hours per week, as follows:

	2024 school year		2025 school year		2026 school year	
	Chapel in addition		Chapel included		Chapel included	
	Periods	Hours	Periods	Hours	Periods	Hours

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

Secondary	24	21	24	20	23	19.2
Primary	27	22.5	26.5	22.1	26	21.7

- (ii) Home room duties and/or rollcall, however named, is not included in the allocation of face-to-face teaching hours. In the 2024 school year, face to face teaching hours does not include chapel. In the 2025 and 2026 school years, face to face teaching hours will include chapel.
- (iii) If a teacher wishes a variation from the normal teaching load at the school, then this must be negotiated with the principal and the employer.
- (iv) For each teacher (Graduate Teacher) in their first year of experience, a 0.9 FTE teaching load will be allocated.
- (v) Teachers involved in mentoring Graduate Teachers will be granted a reduction in expected school duties of up to one hour per week commensurate with the time taken to act as a mentor.
- (vi) Part time teachers shall be allocated a pro rata amount of scheduled release time.
- (vii) The maximum average number of days per week on which a teacher can be required to attend a meeting or work-related appointment after school is two afternoons. Regular meetings should be predictable in scheduling.
- (viii) School meetings shall conclude by 5.00 pm, except where the majority of employees agree to finish at a later time. In those circumstances, consideration will be given to individual employees who may not be able to stay past 5.00 pm due to their personal pressing needs (e.g. family and caring responsibilities, travel arrangements, etc). Meetings involving early childhood teachers start after the centre closes (5.30 pm approx.) and usually conclude by 7.30 pm with one meeting per month occurring between 7.00 pm and 8.30 pm. As an early learning teacher's salary includes remuneration for attending these meetings, Schedule A.4 of the Award does not apply.

### 26.3 Teaching in more than one workplace on the same day

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

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

### 26.4 Flexibility in Timetables

- (i) Flexibility in timetabling may be necessary due to curriculum demands or student needs. Consultation is required to establish the need and viability for flexibility in timetabling different hours of teaching.
- (ii) Where a teacher is required to teach classes outside the normal timetabled times, the teacher's duties or hours of attendance shall not be increased and the teacher shall be given equivalent time off, preferably at the start or conclusion of the normal school day.
- (iii) While having regard to the integrity of the educational timetable and student learning, the Employer will make every reasonable effort to minimise the days over which a part-time employee is required to work unless a different arrangement is made by mutual agreement.

### 26.5 Teacher skill development

- (i) The Victorian Institute of Teaching (VIT) requirements for full registration support quality teaching and learning practices. Teachers (including early learning teachers) are required to meet VIT's standards to maintain registration as required by VIT.
- (ii) Teaching professional standards support quality teaching and learning practices. The standards are the basis for achieving the teacher accreditation levels of Professional Competence, Professional Accomplishment and Professional Leadership level. The standards are also the basis for annual performance appraisals for all teachers employed by the Employer.
- (iii) Teachers in their first two years of experience shall participate in a registration and induction program. The program will include requirements set by the Board, the Institute and the ASA, in conjunction with the teacher. To assist the teachers in their professional teaching, reviews will be held throughout the year. The induction program is integrated into the Employer's annual appraisal program.
- (iv) A teacher (including early learning teachers) with less than full registration with VIT is required to participate in a modified induction process to meet the requirements for full registration with VIT.
- (v) Teachers who attain accreditation at the Professional Competence level under VIT must meet the requirements for professional development to retain accreditation.
- (vi) Teachers are expected to undertake professional learning which will add quality to their teaching and learning. Professional learning may also be undertaken to increase teaching flexibility and the range of subjects the teacher can teach.
- (vii) If there is agreement between the part-time teacher and the school or employer about attendance of professional development during school hours on days when the teacher usually does not work, the teacher will be paid.

### 26.6 Teacher quality

- (i) To provide feedback on a teacher's performance, each teacher shall participate annually in the employer's teacher appraisal program. This program, conducted by the school where the teacher is employed, is designed to enhance and support the development of teaching and learning competencies and skills.

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

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

### **26.7 Advanced study support**

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

### **26.8 Multi-skilling**

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

### **26.9 Camp attendance**

- (i) Attending a school camp is an integral component of a school teacher's role in a school.
- (ii) A school teacher may apply in writing to the Principal to undertake alternative duties instead of attending a camp. The application must state the reason for requesting alternative duties. The assignment of alternative duties is at the Principal's discretion.
- (iii) From January 2025, a school teacher, other than a school teacher who has a lighter loading to compensate for school camps, who is required to attend a school camp is entitled to a camp allowance of \$150 for each night that the school teacher is required to attend the camp, excluding an overseas trip.
- (iv) A school teacher, who is required to attend a school camp on a public holiday, will be granted a day as a substitute public holiday. The substitute public holiday will be taken at a mutually agreed time, after considering the operational requirements of the school, in accordance with cl.28 of the Award.
- (v) A school teacher, who is required to supply and carry food for personal consumption during a non-catered school camp, will be reimbursed up to \$25.00 per day on producing receipts for actual food expenses incurred. The

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

reimbursement for part of one day will be calculated pro rata of three meals per day.

## Part 6 Leave and Public Holidays

### 27. Portability of Leave

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

### 28. Pupil free days

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

### 29. Public holidays

Public holidays are specified by the NES. The days on which public holidays are observed shall be any day proclaimed as a public holiday in the State of Victoria.

### 30. Annual leave

#### 30.1 Annual leave entitlement

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

(ii) Pro rata leave calculation

In each of the following circumstances, a teacher will be entitled to pro rata leave in accordance with clause 22 of the Award:

(i) A teacher commencing employment after the commencement of the school year;

(ii) A teacher whose employment terminates during the course of a school year;

(iii) A teacher who has taken leave without pay of more than two weeks during the school year; or

(iv) Where the hours of work of a teacher have varied during the course of the school year.

(iii) The pro-rata leave calculation referred to within this clause and calculated in accordance with the Award is inclusive of annual leave owing to a teacher in respect of the school year in which the formula is applied.

#### 30.2 Annual leave loading

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



## **31. Personal Leave**

### **31.1 Relationship to Award**

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

### **31.2 Definition of personal leave**

Personal leave is provided by the NES and includes sick leave and carer’s leave. This clause provides ancillary and supplementary terms including discretionary leave.

### **31.3 Notification of absence**

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

### **31.4 Entitlement for personal leave**

- (i) A full-time or part-time teacher, including a fixed term teacher, is entitled to paid personal leave which is cumulative.
- (ii) A full-time teacher is entitled to accrue 15 days of paid personal leave per annum.
- (iii) The accrual rate for a part-time teacher is to be based on a percentage of a full-time teaching load.
- (iv) A full-time teacher is entitled to access up to three (3) days of their paid personal leave entitlement upfront each 12-month period from the date the teacher commences work, pro-rated for part-time employees.
- (v) Casual teachers are not entitled to personal leave provisions.

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

- (i) A full-time, fixed-term or part-time teacher shall be entitled to paid personal leave for any absence due to illness or injury, subject to the total accrued entitlement referred to in clause 31.4.
- (ii) Where a teacher is entitled to worker's compensation, sick leave entitlements do not apply.
- (iii) A teacher who takes sick leave due to illness or injury must notify the relevant school’s contact person before the start of the school day unless it is not reasonably practicable to do so. In such circumstances, notification as early as possible after the absence has commenced is required. Notification should include the reason and estimated duration of the absence.
- (iv) A teacher is entitled to personal leave provided that:
  - (a) the teacher produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the employer for any absence of more than two consecutive days;
  - (b) the teacher provides a medical certificate from a Registered Medical Practitioner or statutory declaration to the employer for any absence

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

continuous with a public holiday to which the teacher is entitled or a non-term week and which would not otherwise require the production of a certificate; and

- (c) the teacher produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

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

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

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

- (i) A teacher (including a casual teacher) is entitled to unpaid carer's leave to provide care and support for a person who is an immediate family or household member of the teacher.
- (ii) Unpaid carer's leave may only be taken after the teacher's paid personal leave entitlement has been exhausted.
- (iii) Unpaid carer's leave may be taken for up to 2 days per permissible occasion, or for any separate period as agreed by the employer and the teacher.
- (iv) A period of unpaid carer's leave of more than five consecutive school days does not break continuity of service, but it does not count as service.

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

- (i) Discretionary leave is available to teachers for purposes which are not otherwise provided for within personal leave or compassionate leave and include:
  - (a) to attend the funeral of a person who is not a member of the Employee's immediate family or household;
  - (b) to attend the graduation of a person who is a member of the Employee's immediate family or household;
  - (c) to attend the wedding of a person who is a member of the Employee's immediate family or household;
  - (d) to attend the wedding of a close family friend where the Employee is in the wedding party;
  - (e) to attend to a matter of urgent domestic necessity;

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

- (f) for moving from the Employee's primary residence to another primary residence; or
- (g) as otherwise agreed to by the Employer where exceptional circumstances apply.
- (ii) Discretionary leave up to a maximum of three (3) days per annum may be granted upon written application by the teacher to their principal. Extenuating circumstances may be considered for the need for further discretionary leave.
- (iii) Any discretionary leave is taken from personal leave entitlements and is to be recorded within the payroll records.
- (iv) Discretionary leave is available to part time teachers on a pro rata basis.
- (v) Discretionary leave is non-cumulative.
- (vi) Discretionary leave may be taken as a full-day or a half-day.
- (vii) Discretionary leave is not available to casual teachers.

### **32. Infectious diseases leave**

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

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

**32.2** The teacher must, at the request of the employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

### **33. Compassionate leave**

**33.1** Compassionate leave is special paid leave of up to three (3) days per permissible occasion for a teacher when:

- (i) a member of the teacher's immediate family or household dies or when the teacher's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life; or
- (ii) a child is stillborn, where the child would have been a member of the teacher's immediate family or household, if the child had been born alive; or

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

(iii) the teacher, or the teacher's spouse or de facto partner, has a miscarriage.

**33.2** This leave is separate to personal leave in clause 31 of this Agreement. Compassionate leave is not cumulative.

**33.3** In the case of a request for compassionate leave, the Employer may require the teacher to provide satisfactory evidence of the miscarriage, the death, severity of the illness, and/or the prognosis for the member of the teacher's immediate family or household.

**33.4** A casual teacher is not entitled to paid compassionate leave. A casual teacher may access 2 days unpaid compassionate leave per permissible occasion.

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

#### **34.1 General provisions**

(i) The NES or the Long Service Leave Act 2018 (LSL Act), as appropriate, specifies the entitlements to long service leave (LSL), except as varied below, that apply to teachers under this Agreement.

(ii) When calculating long service leave, if a teacher had been employed for the whole of the term times of a year, that year will be counted as a year of continuous employment.

(iii) Long service leave entitlements are transferable between Seventh-day Adventist employing entities, subject to continuous employment.

(iv) LSL may be taken at half pay, as negotiated between the teacher and the employer.

#### **34.2 Quantum of leave**

(i) Teachers employed under this Agreement are entitled to 13 weeks' long service leave after completing 10 years' continuous employment (i.e. 1.3 weeks' LSL accrues per year of continuous employment).

(ii) After 10 years of continuous employment, LSL will continue to accrue at the rate of 1.3 weeks per annum.

(iii) A Teacher 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 a Teacher's time fractions over the period of eligible service.

(iv) Teachers are able to apply to take LSL on a pro-rata basis after completing seven (7) years of continuous employment.

(v) A Teacher who has had at least seven (7) years of continuous employment is entitled to have any amount of accrued long service leave paid out upon termination.

(vi) If a Teacher who has completed at least seven (7) years of continuous employment dies before or while taking long service leave, the Employer will pay any outstanding amount of long service leave to the Teacher's estate.

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

### 34.3 Conditions of taking leave

- (i) When a teacher becomes entitled to LSL, the teacher shall be encouraged to take the leave as soon as practicable dependent on the needs of the employer and teacher.
- (ii) It would normally be expected that LSL be taken in periods of a whole term. Where a teacher applies to take less than one whole term of LSL, it would normally be expected that the application will be for not less than one week. Applications shall be approved by the employer, giving consideration to the needs of the teacher, the students and the school, in consultation with the principal.
- (iii) A minimum period of two terms' notice shall normally be given by the teacher to the employer when requesting LSL. The employer will give consideration to applications made with less than two terms' notice.
- (iv) Subject to the requirements of clause 34.4, a teacher who becomes ill or suffers an injury during long service leave and has an entitlement to personal leave, is entitled to have the period of illness or injury treated as personal leave, with long service leave recredited by the employer. The employer may require the teacher to be examined by a registered medical practitioner.

### 34.4 Application under clause 34.3(iv)

The teacher's application under clause 34.3(iv):

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

## 35. Parental Leave

### 35.1 General

- (i) Parental leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- (ii) Paid parental leave counts as a period of service and will be recorded on System service records.
- (iii) A period of unpaid parental leave does not count as service except where LSL or annual leave is taken as part of parental leave.
- (iv) If the school plans to introduce change that may affect a teacher on parental leave, the school shall provide necessary information to the teacher of the change and the potential effects on the teacher's position.
- (v) Casual teachers are not entitled to parental leave unless the casual teacher meets the criteria under the Act (refer s.67, NES).

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

### 35.2 Birth-related and Adoption-related leave

- (i) Teachers who have completed twelve (12) months of continuous service are eligible for 24 months unpaid birth-related and adoption-related leave.
- (ii) Teachers who are eligible for unpaid parental leave and who are the primary carer of the child are entitled to sixteen (16) weeks of paid parental leave from the commencement date of this Agreement, less the amount of any other authorised leave taken during the 24 month period of unpaid parental leave.
- (iii) If a teacher had taken previous paid parental leave (birth-related or adoption-related leave) in order to take primary responsibility for the care of a child, there is no entitlement to further paid parental leave (birth-related or adoption-related leave) unless the teacher has returned to work for the employer for a minimum of 12 months' continuous service.
- (iv) The teacher must be paid at the rate the teacher was paid at the time of commencing leave. Payment may be at the normal rate paid fortnightly over sixteen (16) weeks. Payment for parental leave (birth-related or adoption-related leave) is subject to the teacher taking leave for a minimum of sixteen (16) weeks.
- (v) If the pregnancy of a teacher ends by the birth of a stillborn child, or the child is born and later dies in the first 24 months of life, the teacher is entitled to:
  - (a) take the full amount of parental leave (including any paid parental leave to which the teacher is entitled) that the teacher originally intended to take. If the Employee takes less than 16 weeks of leave with pay, the Employee will be paid for the period of leave taken;
  - (b) give notice in writing four (4) weeks in advance to return to work and reduce the period of parental leave.
- (vi) If a teacher ceases to be the primary caregiver, the employer may give the teacher written notice of a date no less than four (4) weeks that any untaken unpaid birth-related leave is cancelled from that date.
- (vii) In circumstances other than those specified by cl.35.2(v) and (vi), a period of parental leave may only be reduced in accordance with the NES.
- (viii) A teacher may terminate their employment at any time during a period of birth-related or adoption-related leave or leave subject to giving minimum notice of four weeks in term time.
- (ix) A teacher is entitled after returning from birth-related or adoption-related leave to return to the position they held immediately before the start of the birth-related or adoption-related leave period or the position held previously (including if the position was modified due to pregnancy). The 'position' does not mean the right to teach the same classes or at the same levels, as taught prior to taking birth-related or adoption-related leave.
- (x) Before an employer engages a teacher (as a *primary replacement*) to do the work of another teacher because the other teacher is taking a continuous period of leave including birth-related or adoption-related leave, the employer must tell the primary replacement that the work is temporary and what the rights of the teacher are when taking birth-related or adoption-related leave under the Act.
- (xi) A teacher who wishes to extend the period of birth-related or adoption related leave beyond 24 months will need to apply for Special Leave.

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

- (xii) A teacher on paid birth-related or adoption-related leave is not entitled to paid work during this period.

### 35.3 Partner leave

- (i) A teacher must have, or will have, completed twelve (12) months of continuous service to be eligible for paid partner leave.
- (ii) A teacher who takes partner leave is eligible for up to four weeks of paid leave commencing on the day of birth of the child or on the day on which the teacher's partner leaves hospital following the birth or from the day of placement of the child with the teacher. Except that, by agreement with the Principal, the teacher may take the leave in periods of one day (or more) within 10 term weeks of the child's date of birth or placement, provided the leave days are arranged in advance.
- (iii) A teacher shall be required to give at least 10 weeks' written notice of the intention to take partner leave and provide evidence that would satisfy a reasonable person in accordance with section 74 of the NES.

## 36. Leave for dealing with family and domestic violence

36.1 This clause applies to all full time, part-time and casual employees.

### 36.2 Definitions

In this clause:

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

***close relative*** means a member of the employee's immediate family as defined by s.12 of the Fair Work Act 2009 (Cth) or a person who is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

### 36.3 Entitlement to leave

- (i) Family and domestic violence leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- (ii) Each year, for the purpose of dealing with family and domestic violence, full-time, part-time and casual employees are entitled to 20 days paid leave. The entitlement is not pro-rated for part-time or casual employees.
- (iii) The entitlement in clause 36.3(ii) to deal with family and domestic violence:
  - (a) is available in full at the start of each 12 month period of the employee's employment; and
  - (b) does not accumulate from year to year.

Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

### 36.4 Taking leave

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

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

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a close relative (including relocation), attending urgent court hearings, or accessing police services.

### 36.5 Service and continuity

The time an employee is on paid leave under this clause to deal with family and domestic violence counts as service and does not break the employee's continuity of service.

### 36.6 Notice and evidence requirements

#### (i) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 36.4. The notice:

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

#### (ii) Evidence

An employee who has given their employer notice of the taking of leave under clause 36.6(i) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36.4.

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

### 36.7 Confidentiality

- (i) The employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 36.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in clause 36.7(i) prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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



## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

### 36.8 Compliance

An employee is not entitled to take leave under clause 36 unless the employee complies with clause 36.6.

### 37. Other leave

#### 37.1 Special leave

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

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

#### 37.2 Special leave and service accrual

Special leave granted by the employer does not break the continuity of employment but does not count as service.

#### 37.3 Special leave and re-employment

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

#### 37.4 Special leave and entitlements

All entitlements accrued shall be preserved at the rate accrued at the date of commencement of special leave, unless the NES provides for the accrual of entitlements. If a teacher's employment is terminated during or at the conclusion of special leave, then the teacher will be paid out at the rate preserved from the start date of special leave.

#### 37.5 Leave without pay

A teacher may apply for leave without pay which may be granted at the discretion of the employer.

#### 37.6 Examination leave

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

#### 37.7 Qualification conferral leave

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

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

### **37.8 Monday before Melbourne Cup Day**

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

## Part 7 Other Matters

### 38. Accident make-up pay

#### 38.1 Definitions

For the purposes of this clause:

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

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

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

#### 38.2 Entitlement to accident make-up pay

- (i) Subject to clauses 38.3, 38.4 and 38.5, the employer will pay a teacher accident make-up pay if the teacher suffers an injury compensated under the Relevant Act.
- (ii) Accident make-up pay will be calculated as follows:
  - (a) for each day that the teacher is, or is deemed to be totally incapacitated, the teacher will be paid an amount representing the difference between the teacher's remuneration at the date of the injury together with any variation in Agreement rates, and amount of compensation payable under the Relevant Act for the day in question;
  - (b) for each day that the teacher is partially incapacitated, the teacher will be paid an amount representing the difference between the teacher's remuneration at the date of the injury together with any variation in Agreement rates, and the amount of compensation payable under the Relevant Act for the day in question together with the amount the teacher is earning or is able to earn in some suitable employment (as defined by the Relevant Act or as agreed between the parties).

#### 38.3 Eligibility for accident make-up pay

In order for a teacher to be eligible for accident make-up pay in accordance with clause 38.2:

- (i) the teacher, or a representative of the teacher, must give notice in writing of the injury to the employer as soon as reasonably practicable;
- (ii) the teacher must furnish evidence of the injury from time to time as required by the employer during the period of payment;
- (iii) the teacher must be in receipt of compensation under the Relevant Act;
- (iv) the teacher must advise the employer of any civil action or claim for damages the teacher may make;
- (v) the teacher must attend medical examinations by a legally qualified medical practitioner, provided and paid for by the employer, as required by the employer in accordance with the Relevant Act; and

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

- (vi) the teacher must authorise the employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

### **38.4 When entitlement ceases**

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

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

### **38.5 Effect of termination of employment**

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

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

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

Accident make-up pay will not be payable:

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

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

If a teacher is absent from work because of a personal illness or injury, for which the teacher is receiving compensation payments pursuant to the Relevant Act, then the teacher accrues entitlements as prescribed by legislation but does not accrue non-term weeks or personal/carer's leave for the duration of any such absence.

### **38.8 Effect of legislation**

If, during the period of operation of this Agreement, Victorian or Federal Government legislation is implemented which requires the employer to pay accident make-up pay, then the employer will pay accident make-up pay in accordance with the legislation.

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

The payment required under clause 38.2 will be offset against any legislated requirements.

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

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

### **40. Workplace delegates' rights**

**40.1** Clause 40 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 40 of this Agreement.

**40.2** In clause 40:

- (i) employer means the employer of the workplace delegate;
- (ii) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (iii) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

**40.3** Before exercising entitlements under clause 40, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

**40.4** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

### **40.5 Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (i) consultation about major workplace change;
- (ii) consultation about changes to rosters or hours of work;
- (iii) resolution of disputes;
- (iv) disciplinary processes;
- (v) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (vi) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

## Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

### 40.6 Entitlement to reasonable communication

- (i) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 40.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (ii) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

### 40.7 Entitlement to reasonable access to the workplace and workplace facilities

- (i) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (b) a physical or electronic noticeboard;
  - (c) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (d) a lockable filing cabinet or other secure document storage area; and
  - (e) office facilities and equipment including printers, scanners and photocopiers.
- (ii) The employer is not required to provide access to or use of a workplace facility under clause 40.7(i) if:
  - (a) the workplace does not have the facility;
  - (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (c) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

### 40.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (i) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (ii) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (a) full-time or part-time employees; or
  - (b) regular casual employees.

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

- (iii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (iv) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (v) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (vi) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (vii) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

### **40.9 Exercise of entitlements under clause 40**

- (i) A workplace delegate's entitlements under clause 40 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (a) comply with their duties and obligations as an employee;
  - (b) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (c) not hinder, obstruct or prevent the normal performance of work; and
  - (d) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (ii) Clause 40 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (iii) Clause 40 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (i) unreasonably fail or refuse to deal with a workplace delegate; or
- (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 40.

## **Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

### **41. Disclaimer**

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



Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

Seventh-day Adventist Schools (Victoria) Limited Agreement 2024

DECLARATION

EXECUTED as an agreement this 26 SEPTEMBER 2024

EMPLOYER REPRESENTATIVE

Signed: SCowley  
Date: 26 SEPTEMBER 2024  
Name in Full (printed): STEVEN BARRIE COWLEY  
Position title: CHIEF EXECUTIVE OFFICER  
Authority to sign explained: EMPLOYER  
162 HIGHTBURY ROAD  
BURWOOD VIC 3125  
Witnessed by: LORRAINE ANTONY  
Witness name in full: \_\_\_\_\_  
Witness address: 162 HIGHTBURY ROAD  
BURWOOD, VIC 3125

EMPLOYEE REPRESENTATIVE

Signed: H Stekla  
Date: 26/9/24  
Name in Full (printed): HANNA GRAZYNA STEKLA  
Position title: HEAD OF SECONDARY  
Authority to sign explained: EMPLOYEE REPRESENTATIVE  
Address: 161 CENTRAL ROAD, NUNAWADING  
VIC 3131  
Witnessed by: MARK ROBERTS  
Witness name in full: \_\_\_\_\_  
Witness address: 161 CENTRAL Rd  
NUNAWADING, VIC 3131.

**SALARIES AND ALLOWANCES**

- A.1** Under this Agreement, a teacher, who is a full-time, will be paid not less than the salary specified by Table 1.
  
- A.2** Under this Agreement, a teacher, who is full-time, will be paid not less than the relevant allowance in Table 2 where appointed to the position of head of campus, head of school, deputy principal or associate principal, based on the student enrolment.
  
- A.3** Under this Agreement, a teacher, who is full time, will be paid not less than the relevant allowance in Table 3, where appointed to the position of principal, based on the student enrolment.
  
- A.4** The rates of pay and loadings include annual leave loading.
  
- A.5** Provided this Agreement is approved by teachers during the approval process to be held during Term 3 of 2024, the salaries and allowances payable from the 'Commencement date of Agreement' in Tables 1, 2, 3 and 4 below will be paid from the first pay period commencing on or after 1 January 2024.

**Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

**Table 1: Salaries (Teachers)**

Classification Level	Schedule A: Annual Rate of Pay from the first pay period commencing on or after		
	Commencement date of Agreement	1 January 2025	1 January 2026
	\$	\$	\$
Level 1	72,870	75,239	78,096
Level 2	74,780	77,210	80,144
Level 3	77,537	80,057	83,102
Level 4	80,399	83,012	86,166
Level 5	83,366	86,076	89,347
Level 6	86,442	89,251	92,644
Level 7	89,631	92,544	96,061
Level 8	92,940	95,960	99,606
Level 9	96,370	99,502	103,283
Level 10	99,925	103,172	107,094
Level 11	108,093	111,606	115,848

Classification Level	Schedule B: Annual Rate of Pay from the first pay period commencing on or after		
	Commencement date of Agreement	1 January 2025	1 January 2026
	\$	\$	\$
Level 1	80,967	83,599	86,773
Level 2	83,088	85,789	89,049
Level 3	86,152	88,952	92,335
Level 4	89,332	92,236	95,740
Level 5	92,629	95,640	99,274
Level 6	96,047	99,168	102,937
Level 7	99,589	102,826	106,735
Level 8	103,267	106,623	110,674
Level 9	107,078	110,558	114,759
Level 10	111,028	114,636	118,993
Level 11	120,103	124,007	128,719

**Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

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

Classification Level (based on student numbers)	Schedule A: Annual Allowance from the first pay period commencing on or after		
	Commencement date of Agreement \$	1 January 2025 \$	1 January 2026 \$
<b>1 - 70</b>	10,236	10,569	10,971
<b>71 – 140</b>	12,283	12,682	13,164
<b>141 - 200</b>	13,647	14,091	14,626
<b>201 – 350</b>	21,835	22,545	23,402
<b>350 – 550</b>	27,020	27,898	28,958
<b>551 – 799</b>	30,706	31,704	32,909
<b>800 - 999</b>	33,162	34,240	35,541
<b>1,000+</b>	35,816	36,980	38,385
<b>Additional HOC Loading (annual)</b>	4,943	5,104	5,298

Classification Level (based on student numbers)	Schedule B: Annual Allowance from the first pay period commencing on or after		
	Commencement date of Agreement \$	1 January 2025 \$	1 January 2026 \$
<b>1 - 70</b>	11,373	11,743	12,190
<b>71 – 140</b>	13,648	14,091	14,627
<b>141 - 200</b>	15,163	15,657	16,251
<b>201 – 350</b>	24,261	25,050	26,002
<b>350 – 550</b>	30,022	30,998	32,176
<b>551 – 799</b>	34,118	35,227	36,566
<b>800 - 999</b>	36,847	38,044	39,490
<b>1,000+</b>	39,796	41,089	42,650
<b>Additional HOC Loading (annual)</b>	5,492	5,671	5,887

**Seventh-day Adventist Schools (Victoria) Limited Agreement 2024**

**Table 3: Principal Allowances**

Classification Level (based on student numbers)	Schedule A: Annual Allowance from the first pay period commencing on or after		
	Commencement date of Agreement	1 January 2025	1 January 2026
	\$	\$	\$
<b>1 - 70</b>	13,647	14,091	14,626
<b>71 – 140</b>	21,494	22,193	23,036
<b>141 - 200</b>	24,700	25,503	26,472
<b>201 – 350</b>	31,389	32,409	33,641
<b>350 – 550</b>	38,212	39,454	40,953
<b>551 – 799</b>	48,652	50,233	52,142
<b>800 - 999</b>	53,517	55,256	57,356
<b>1,000+</b>	58,868	60,781	63,091
<b>Additional Multi-Campus Principal loading (annual)</b>	7,155	7,388	7,669

Classification Level (based on student numbers)	Schedule B: Annual Allowance from the first pay period commencing on or after		
	Commencement date of Agreement	1 January 2025	1 January 2026
	\$	\$	\$
<b>1 - 70</b>	15,163	15,657	16,251
<b>71 – 140</b>	23,882	24,659	25,596
<b>141 - 200</b>	27,444	28,337	29,413
<b>201 – 350</b>	34,877	36,010	37,379
<b>350 – 550</b>	42,458	43,838	45,503
<b>551 – 799</b>	54,058	55,814	57,936
<b>800 - 999</b>	59,463	61,396	63,729
<b>1,000+</b>	65,409	67,534	70,101
<b>Additional Multi-Campus Principal loading (annual)</b>	7,950	8,209	8,521

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/3822

Applicant:

Seventh-Day Adventist Schools (Victoria) Limited

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Steve Cowley, Chief Executive Officer, have the authority given to me by Seventh-Day Adventist Schools (Victoria) Limited to give the following undertaking with respect to the Seventh-Day Adventist Schools (Victoria) Limited Enterprise Agreement 2024 ("the Agreement"):

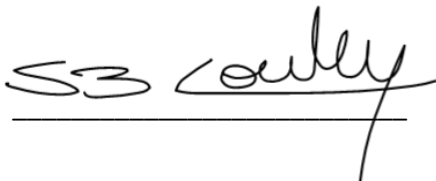
**Casual Teachers not engaged in in an early childhood service**

1. The rate of pay for a casual teacher, excluding a casual teacher classified at Level 5 in accordance with the *Educational Services (Teachers) Award 2020* (the Award), will be \$1 above the casual rate of pay for Level 4 of the Award.
2. Where a Casual Teacher would otherwise be classified at Level 5 under the Award and is engaged to work for 5 or more consecutive days, they will be paid at least the minimum rate under the Award plus \$1.00 in addition to that rate. The Employer will apply the classification provisions under the Award to determine whether the casual teacher would be classified at Level 5.

**Casual Teachers engaged in an early learning centre operating for 48 or more weeks per year.**

3. The rate of pay for a casual Teacher engaged in an early learning centre operating for more than 48 weeks of the year, excluding a casual Teacher classified at Level 5 in accordance with the Award, will be \$1 above the casual rate of pay for Level 4.
4. Where a casual Teacher engaged in an early learning centre operating for 48 or more weeks per year would otherwise be classified at Level 5 under the Award and is engaged to work for 5 or more consecutive days, they will be paid at least the minimum rate under the Award plus \$1.00 in addition to that rate. The Employer will apply the classification provisions under the Award to determine whether the casual teacher would be classified at Level 5.

Signature



Date 27/11/24