



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Flinders Christian Community College
(AG2017/2629)

FLINDERS CHRISTIAN COMMUNITY COLLEGE ENTERPRISE AGREEMENT TEACHING STAFF 2017 - 2021

Educational services

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 14 AUGUST 2017

Application for approval of the Flinders Christian Community College Enterprise Agreement Teaching Staff 2017 - 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Flinders Christian Community College Enterprise Agreement Teaching Staff 2017 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Flinders Christian Community College. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement was approved on 14 August 2017 and, in accordance with s.54, will operate from 21 August 2017. The nominal expiry date of the Agreement is 31 January 2021.



COMMISSIONER

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Flinders Christian Community College Enterprise Agreement Teaching Staff 2017-2021

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Part 1-Application and Operation

1. Title

This Agreement is to be known as the *Flinders Christian Community College Enterprise Agreement Teaching Staff 2017 – 2021* (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the Act.

2. Commencement and period of operation

2.1. The Agreement will be operative at the commencement of the first pay period occurring seven days after being approved by the FWC, in accordance with s.54 of the Act.

2.2. The nominal expiry date of the Agreement is 31 January 2021.

3. Definitions and interpretation

Term	Definition
Act	means the <i>Fair Work Act 2009</i> (Cth) as amended from time to time or its successor(s)
Award	means the <i>Educational Services (Teachers) Award 2010</i> as amended from time to time or its successor(s)
College	means Flinders Christian Community College Incorporated ABN: 52 121486 849
College Year	means the period of 12 months commencing from the first day Teachers are required to attend College for the academic year
Cycle	means 2 consecutive term weeks
Five year trained Teacher	means a Teacher : <ul style="list-style-type: none">▪ who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the VIT; or▪ who has completed a 3 year undergraduate qualification and a 2 year graduate diploma in education at an Australian university, or the equivalent, as determined by the VIT

Four year trained Teacher	means a Teacher : <ul style="list-style-type: none"> ▪ who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or ▪ who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the VIT
FVP Act	means the <i>Family Violence Protection Act 2008</i> (Vic) or its successor(s)
FWC	means the Fair Work Commission or its successor(s)
Immediate Family	means an immediate family member in accordance with the definition in the Act
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in Part 2- 2 of the Act
Non-term weeks	means weeks, or part thereof, in the College Year other than term weeks and includes periods designated as College holidays for students. The total number of Non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Colleges
Predecessor Agreement	means the Flinders Christian Community College – Enterprise Agreement Teaching Staff 2014 – 2016
Principal	means Executive Principal (Chief Executive Officer) of the College or his or her nominee
Representative	means an advocate chosen by the Teacher to speak on behalf of the Teacher
Teacher	means a person employed by the College as a teacher and who holds Full or Provisional Registration or Permission to Teach granted by the VIT pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) as amended from time to time or its successor(s) and is employed to teach an educational program. This definition does not include a person employed as a Principal, Campus Principal, a Deputy Principal, or Head of Sub-School by whatever name called
The Union (Union)	means the Independent Education Union

VIT	means the Victorian Institute of Teaching, being the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic)
Workplace Injury Rehabilitation and Compensation Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) as amended from time to time or its successor(s)

4. Inherent Requirements of Employment

It is an inherent requirement that all persons employed at the College must model and demonstrate the reality of the Gospel by the way they undertake their employment responsibilities and by the way they live. Every activity undertaken by the College and its Teachers must be characterised by love, mercy, forgiveness, reconciliation, humility and justice, all elements demonstrated by Christ's life, death and resurrection, which is the core of the Gospel.

All Teachers must declare their unconditional agreement with the College:

- a) Purpose, Vision, Values, and Strategic Pillars
- b) Biblical Foundations; and
- c) Biblical beliefs and Principles.

5. Agreement Objectives

Through the provisions of this Agreement, the College is seeking to strengthen its competitiveness and achieve improvements in productivity, efficiency, effectiveness, quality educational outcomes and flexibility. To enhance that competitiveness and achieve these improvements, the objectives of this Agreement are to:

- Achieve positive and productive partnerships between the College, its employees and stakeholders in the pursuit of its mission and strategic objectives and priorities;
- Strengthen the College's ability to attract and retain high quality employees;
- Enhance adaptability and streamline processes;
- Maximise income generation and/or manage costs within the College to ensure its viability and to enhance its development and growth; and
- Enhance the achievement of student educational outcomes.

6. Coverage

6.1 This Agreement covers:

- a) the College; and
- b) Teachers.

6.2 This Agreement does not cover:

- a) a Principal;
- b) a Campus Principal by whatever name called;
- c) a Deputy Principal by whatever name called;
- d) Heads of Sub-School by whatever name called;
- e) an employee covered by the Educational Services (Schools) General Staff Award 2010, or its successor.

7. Relationship to Award

This Agreement replaces the Predecessor Agreement and operates to the complete exclusion of any other industrial instrument, including but not limited to the Award, which would otherwise apply to a Teacher covered by this Agreement.

8. No extra claims

The College and Teachers agree that the salary increase and other improvements in conditions of employment provided by this Agreement are in settlement of all existing claims made by the College and the Teachers, and that no further claims will be made prior to the nominal expiry date set out in clause 2.

9. The National Employment Standards

- 9.1 The NES in Part 2-2 of the Act are the minimum entitlements of a Teacher covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 9.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.
- 9.3 To the extent that a term of this Agreement is contrary to the NES, the NES will prevail.

10. Agreement flexibility

10.1 The College and a Teacher covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) allowances;
 - (iii) leave loading; and
- b) the arrangement meets the genuine needs of the College and Teacher in relation to one or more of the matters mentioned in paragraph a); and
- c) the arrangement is genuinely agreed to by the College and Teacher.

10.2 The College must ensure that the terms of the individual flexibility arrangement:

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

10.3 The College must ensure that the individual flexibility arrangement:

- a)** is in writing; and
- b)** includes the name of the College and Teacher; and
- c)** is signed by the College and Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; and
- d)** includes details of:
 - (i)** the terms of the Agreement that will be varied by the arrangement; and
 - (ii)** how the arrangement will vary the effect of the terms; and
 - (iii)** how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e)** states the day on which the arrangement commences.

10.4 The College must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.5 The College or Teacher may terminate the individual flexibility arrangement:

- a)** by giving no more than 28 days' written notice to the other party to the arrangement; or
- b)** if the College and Teacher agree in writing at any time.

Part 2-Consultation and Dispute Resolution

11. Consultation regarding major workplace change

11.1 This term applies if the College:

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

Major change

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

- a) the College must notify the relevant Teachers of the decision to introduce the major change; and
- b) clauses 11.3 to 11.9 apply.

11.3 The relevant Teachers may appoint a Representative for the purposes of the procedures in this term.

11.4 If:

- a) a relevant Teacher appoints, or relevant Teachers appoint, a Representative for the purposes of consultation; and
- b) the Teacher or Teachers advise the College of the identity of the Representative;
- c) the College must recognise the Representative.

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

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

- (ii) information about the expected effects of the change on the Teachers; and
- (iii) any other matters likely to affect the Teachers.

11.6 However, the College is not required to disclose confidential or commercially sensitive information to the relevant Teachers.

11.7 The College must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.

11.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the College, the requirements set out in clause 11.2a), 11.3 and 11.5 are taken not to apply.

11.9 In this term, a major change is likely to have a significant effect on Teachers if it results in:

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

Change to regular roster or ordinary hours of work

11.10 For a change referred to in clause 11.1b):

- a) the College must notify the relevant Teachers of the proposed change; and
- b) clauses 11.11 to 11.15 apply.

11.11 The relevant Teachers may appoint a Representative for the purposes of the procedures in this term.

11.12 If:

- a) a relevant Teacher appoints, or relevant Teachers appoint, a Representative for the purposes of consultation; and
- b) the Teacher or Teachers advise the College of the identity of the

Representative; the College must recognise the Representative.

11.13 As soon as practicable after proposing to introduce the change, the College must:

- a)** discuss with the relevant Teachers the introduction of the change; and
- b)** for the purposes of the discussion-provide to the relevant Teachers:
 - (i)** all relevant information about the change, including the nature of the change; and
 - (ii)** information about what the College reasonably believes will be the effects of the change on the Teachers; and
 - (iii)** information about any other matters that the College reasonably believes are likely to affect the Teachers; and
- c)** invite the relevant Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

11.14 However, the College is not required to disclose confidential or commercially sensitive information to the relevant Teachers.

11.15 The College must give prompt and 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 College's educational timetable in respect of academic classes and student activities, which:

- a)** may operate in a term, semester or College Year basis; and
- b)** ordinarily changes between one period of operation and the next; and
- c)** may change during the period of operation;
is not a regular roster.

11.17 However, where a change to a College's educational timetable directly results in a change:

- a)** to the number of ordinary hours of work of a Teacher, or
 - b)** to the spread of hours over which the Teacher's ordinary hours, are required to be worked, or
 - c)** the days over which the Teacher is required to work;
- clauses 11.11 to 11.15 will apply.

11.18 In this term:

relevant Teachers means the Teachers who may be affected by a change referred to in clause 11.1.

12. Consultative Committee

- 12.1 The parties recognise the benefit of consultation in relation to decisions that impact on Teachers.
- 12.2 The Committee will be established to provide parties to the Agreement an opportunity to discuss workplace matters that affect the implementation or continuance of the Agreement.
- 12.3 A Committee will be established with representatives from each Sub School at the College.
- 12.4 The Principal (or nominated representative) shall chair the Committee.
- 12.5 The parties agree that the Committee shall determine the terms of reference which will be limited to the implementation and continuation of the terms of the Agreement.
- 12.6 Nothing in this Agreement provides any formal authority to the Committee within the College. The Committee acts within its terms of reference to make recommendations and provide advice to management.
- 12.7 Membership of the Committee does not attract an additional allowance, or further time release other than Committee meetings except as agreed to by the chair.
- 12.8 The Committee's functions and operations will be in accordance with the Consultative Committee Policy. It is the responsibility of the Committee to develop and maintain the Committee Policy.
- 12.9 The Consultative Committee Policy will be available through the intranet.
- 12.10 The Consultative Committee Policy does not form part of and is not incorporated into this Agreement.

13. Dispute resolution

- 13.1 If a dispute relates to:
 - a) a matter arising under this Agreement; or
 - b) the NES;this clause sets out procedures to settle the dispute.
- 13.2 A Teacher who is a party to the dispute may appoint a Representative for the purposes of the procedures in this term.
- 13.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Teacher or Teachers and relevant supervisors and/or management.
- 13.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 13.5 The FWC may deal with the dispute in two stages:
 - a) the FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
 - b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

- (i) in relation to the NES, arbitrate the dispute, or
- (ii) in relation to all other matters in the Agreement, arbitrate the dispute and make a determination that is binding on the parties.

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

13.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- a) a Teacher must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) a Teacher must comply with a direction given by the College to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) *the Occupational Health and Safety Act 2004* (Vic.) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Teacher to perform; or
 - (iv) the direction is beyond the scope of their Position Description.

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

Part 3-Types of Employment and Termination of Employment

14. Types of Employment

14.1 Teachers will be employed in one of the following categories:

- a) full-time employment;
- b) part-time employment;
- c) casual employment; or
- d) fixed-term employment.

14.2 Terms of engagement

- a) On appointment, the College will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, the Teacher's face-to-face teaching load, examples of their extracurricular commitment and details for how the annual leave loading will be paid.
- b) In the case of a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the College and that their extra commitments will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- c) Where the College engages the Teacher on a fixed-term basis, the letter of appointment will inform the Teacher of the reason the employment is fixed term, the date of commencement and the period of the employment.

14.3 Full-time employment

A full-time Teacher is engaged to work an average of 38 ordinary hours per week.

14.4 Part-time employment

- a) A part-time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the College.
- b) Where the College requires a part-time Teacher to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered full-time and remunerated accordingly.
- c) Where the Teacher requests to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered part-time and paid for the actual hours worked.
- d) A part-time Teacher is entitled to the benefits and has to meet their obligations under this Agreement on a pro rata basis. The pro rata basis will

be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher in either the Junior school or the Secondary school as applicable by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the College in either the Junior school or the Secondary school as applicable.

- e) The College may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing, or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks.
- f) If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of clause 19.
- g) Where a part-time Teacher's hours are reduced, without their consent, by a total of 35% in two consecutive College Years, clause 19 will apply.

14.5 Casual employment

- a) Casual employment means employment on a day-to-day basis.
- b) A casual engagement may be extended by agreement between the College and the casual Teacher provided the total period of the engagement does not exceed one College term.
- c) The rates of pay for a casual Teacher are contained in Schedule A.
- d) A casual Teacher receives a casual loading (contained in Schedule A) and therefore, is not entitled to any of the permanent employee benefits under this Agreement, including:
 - (i) notice of termination of employment;
 - (ii) redundancy;
 - (iii) remuneration packaging;
 - (iv) annual leave;
 - (v) annual leave loading;
 - (vi) induction program;
 - (vii) study leave;
 - (viii) paid personal/carer's leave;
 - (ix) discretionary leave;
 - (x) family violence leave;
 - (xi) paid compassionate leave;
 - (xii) parental allowance;
 - (xiii) pro rata payment of salary inclusive of annual leave;
 - (xiv) study leave;
 - (xv) qualification conferral leave; and
 - (xvi) tuition fee discount.

14.6 Fixed-term employment

- a) A Teacher may be employed for a fixed period of time up to 12 months to:
- (i) undertake a specified project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation; or
 - (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the College Year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
- b) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
- (i) paid parental allowance;
 - (ii) study leave;
 - (iii) subject to clause 45.1, tuition fee discount; and
 - (iv) qualification conferral leave.
- c) A fixed-term Teacher commencing on the first day of the College Year and ceasing employment on the last day of the College Year will be paid for all Non-term weeks during that College Year or pro rata thereof.

15. Induction Program

- 15.1 The College is committed to the provision of a structured induction program for all Teachers as soon as practicable following their appointment irrespective of the time within the College Year the Teacher commenced with the College.
- 15.2 Refer to the College's Induction Policy for further details regarding induction sessions. The policy is not incorporated into and does not form part of this Agreement.

16. Minimum Employment Period

- 16.1 A Teacher's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 16.2 If the College is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the College does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or clause 18 - Performance and conduct management.
- 16.3 Notice of termination is in accordance with clause 17 - Termination of Employment.

17. Termination of Employment

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

17.2 Notice of termination by the College

Except in the case of serious misconduct, the employment of a Teacher (other than a casual or parental leave replacement Teacher) will not be terminated without either seven Term weeks' notice, the payment of seven Term weeks' salary instead of notice or part notice and part payment instead of full notice, provided that the total weeks' notice and weeks' payment instead equal seven Term weeks.

17.3 Notice of termination by a Teacher

- a) The notice of termination required to be given by a Teacher is seven Term weeks the same as that required of the College.
- b) If a Teacher fails to give the notice specified in clause 17.3a) the College may withhold from any monies due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

17.4 Job search entitlement

Subject to clause 19.3c), where the College has given notice of termination to a Teacher, a Teacher must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Teacher after consultation with the College.

17.5 Statement of service

Upon the termination of employment of a Teacher, the College will provide a statement of service setting out:

- a) the commencement and cessation dates of employment;
- b) for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

18. Performance and conduct management

18.1 Application

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

- a) where a Teacher's employment is terminated during the minimum employment period pursuant to clause 16;
- b) for a casual Teacher.

18.2 Performance Management

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

18.3 Conduct Management

- a) Where the College is considering termination of employment for reasons related to a Teacher's conduct, the College will implement the procedure in this clause.
- b) The College will advise the Teacher in writing of:
 - (i) the College's concern(s) with the Teacher's conduct;
 - (ii) the time, date and place of the meeting to discuss the Teacher's conduct;
 - (iii) the Teacher's right to be accompanied by a Representative of the Teacher's choice at any meeting scheduled to discuss the Teacher's conduct;
 - (iv) the College's right to terminate the Teacher's employment should the College's concern(s) not be resolved.

- c) The formal conduct management meeting(s) will:
- (i) include discussion of the College's concern(s) with the Teacher's conduct;
 - (ii) give the Teacher an opportunity to respond to the College's concern(s).
- d) Concern(s) with a Teacher's conduct may be resolved by:
- (i) summary dismissal, where the Teacher is guilty of serious or continual misconduct of a kind such that it would be unreasonable to require the College to continue the employment during the notice period;
 - (ii) issuing the Teacher with a warning or a final warning in writing;
 - (iii) terminating the employment of the Teacher in accordance with the relevant notice provision;
 - (iv) other action, appropriate to the situation.

18.4 Suspension

Notwithstanding any of the provisions in this Agreement, the College may suspend a Teacher with pay while considering any matter which in the view of the College could lead to the Teacher's summary dismissal.

19. Redundancy

19.1 Redundancy is provided for in the NES, however the following redundancy pay scale will apply instead of the scale in the NES:

Period of continuous service	Under or Equal to 45 years of age	Greater than 45 years of age
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	6 weeks	7 weeks
3 years and less than 4 years	7 weeks	8 weeks
4 years and less than 5 years	8 weeks	9 weeks
5 years and less than 7 years	11 weeks	12 weeks
7 years and less than 8 years	13 weeks	14 weeks
8 years and less than 9 years	14 weeks	15 weeks
9 years and less than 10 years	16 weeks	17 weeks
10 years and over	16 weeks plus 1 week for every 2 years of service capped at 23 weeks in total	17 weeks plus 1 week for every 2 years of service capped at 24 weeks in total

19.2 Teacher leaving during notice period

A Teacher given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. 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.

19.3 Job search entitlement

- a) 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 NES notice for the purpose of seeking other employment.

- b)** If the Teacher has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the Teacher must, at the request of the College, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- c)** This entitlement applies instead of clause 17.4.

Part 4-Classifications, Salaries and Related Matters

20. Classifications

20.1 Duties of Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co - curricular activities.

20.2 Recognition of service

- a) On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A, according to qualifications and teaching experience. Teaching experience does not include:
- (i) employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program);
 - (ii) employment in an English Language College; or
 - (iii) experience gained overseas before being conferred with the equivalent Australian qualifications.
- b) Service as a part-time Teacher will accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year based on the following formula:
- (i) Teachers working more than 50% of a full-time teaching load will accrue a full year service each year.
 - (ii) Teachers working 50% or less of a full-time teaching load will accrue a full year service every 2 years.
- c) In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian Colleges.

20.3 Evidence of qualifications

- a) The College will require that a Teacher provide documentary evidence of qualifications and teaching experience. If the College considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the College may decline to recognise the relevant qualification or experience until such evidence is provided. The College will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.
- b) Where a Teacher has completed further teaching experience with another employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified

accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher provides satisfactory evidence to the College. If the College considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the College may decline to recognise the relevant qualification or experience until such evidence is provided. The College will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.

20.4 Progression

Subject to 20.2b):

- a) A Teacher who is four year trained will commence on G1 of the salary scale in Schedule A and progress according to normal years of service to E4.
- b) A Teacher who is Five year trained will commence on G2 of the salary scale in Schedule A and progress according to normal years of service to E4 of the scale.

21. Teaching Load

21.1 By agreement, a Teacher may be over allotted face to face teaching hours. Where a Teacher agrees to an over-allotment of face to face teaching hours, such additional hours will be offset against the Teacher's other professional duties, including but not limited to the allocation of extras, yard duty and pastoral care duties. In this circumstance, the face to face teaching hours may be averaged over the College Year.

22. Salaries

A Teacher is entitled to be paid salary in accordance with clause 20 - Classifications and Schedule A – Salaries.

22.1 Study Based Remuneration Loading

- a) A Teacher who is earning or has earned an approved Masters degree whilst in service as a Teacher at the College in an appropriately related field, as agreed to by the Principal, will receive an additional loading of 1.25% of their current base salary in addition to any advancement and increases in salary. This loading is stand alone, non-cumulative and does not form part of the Teachers base salary in subsequent years.
- b) A Teacher who is earning or has earned an approved Graduate Diploma whilst in service as a Teacher at the College in an appropriately related field, as agreed to by the Principal, will receive an additional loading of 0.85% of their current base salary in addition to any advancement and increases in

salary. This loading is stand-alone, non-cumulative and does not form part of the Teachers base salary in subsequent years.

23. Allowances

23.1 Leadership allowance

a) Eligibility

- (i) A leadership allowance will be paid to a Teacher where the College requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the College.
- (ii) An allowance is linked to a position of leadership rather than tied to an individual Teacher.
- (iii) The Principal determines who holds a position that is eligible for a leadership allowance.
- (iv) The College will ensure that any available positions of responsibility are advertised internally across all campuses.

b) Notification

- (i) The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (ii) The Principal will advise the Teacher of the level to which the position equates.

c) Level of responsibility

- (i) The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

Level 1

Positions of leadership include but are not limited to responsibility for the management of a major Department, Teaching and Learning portfolio, or a pastoral care or educational leadership position of equivalent status.

Levels 2 and 3

Positions of leadership include but are not limited to small learning area Department Heads, additional responsibilities such as co-ordination of a College publication, Sports Co-ordinator or similar responsibilities.

- (ii) The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level 1 being the most significant level of responsibility.

d) Amount

- (i) The following allowances apply:

Responsibility Allowance

Category			
Level	A	B	C
1	\$5,735	\$5,018	\$4,516
2	\$3,943	\$3,405	\$2,868
3	\$1,971	\$1,685	\$1,147

Level 1, 2, 3 = faculty size
Category A, B, C = campus size
Category A = 750 to 1500 students
Category B = 300 to 750 students
Category C = less than 300 students.

- (ii) Where the position of leadership is shared, the payments may also be shared.
- (iii) All Leadership Allowances will increase as follows, per annum, during the nominal life of this Agreement:

24/07/2017	22/01/2018	23/07/2018	21/01/2019	5/08/2019	20/01/2020	3/08/2020
1.05%	1.75%	1.50%	1.75%	1.50%	1.75%	1.50%

23.2 Vehicle allowance

A Teacher required by the College to use the Teacher's motor vehicle in the performance of duties must be paid an allowance of 0.78 cents per kilometre up to a maximum of 400 kms per week.

23.3 Camp/Overnight Travel Allowances

- a) The College will pay an allowance of \$50 per night to a Teacher required by the College to stay overnight at a camp or like excursion.
- b) Where meals are not provided on an overnight camp or like excursion, the College will pay a Teacher an allowance up to a maximum of \$50 per day, in addition to the allowance provided for in clause 23.3a). A Teacher who receives an allowance under this clause is not entitled to an allowance in accordance with clause 23.4.
- c) The cost of accommodation and required related activities will be paid by the College.

23.4 Meal Allowance

- a) Subject to clause 23.3b) and 23.4b), where a Teacher is required to remain at the College continuously until after 7pm, a Teacher will be supplied with a meal or payment of \$14.98.
- b) An exception to clause 23.4a) is if a Teacher can reasonably return home for a meal.

23.5 VIT Mentor Allowance

The College will provide VIT. graduate mentors a 1 (one) period per cycle time allowance to perform their duties as a VIT. graduate mentor.

23.6 Health & Safety Representatives

The Health & Safety Committee Representative at each campus will be granted a 1 (one) period per cycle time allowance to perform the duties of the campus Health & Safety Committee Chair.

23.7 College Apparel

- a) The College will reimburse ongoing Teachers engaged on or after the commencement of the 2018 School Year for the purchase of College apparel up to a total value of \$150.
- b) To be eligible to receive this one-off reimbursement the Teacher must provide a receipt of the items purchased and the amount paid. The reimbursement will only apply to items purchased on or after the commencement of the 2018 School Year.
- c) In the event that a Teacher damages or loses the College apparel, the Teacher will be responsible for the costs of replacement.
- d) The Teacher is responsible for laundering the College apparel, where necessary.

24. Payment of wages

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

25. Remuneration packaging

- 25.1 Upon receiving a written election for a remuneration packaging arrangement from a Teacher and provided there is no additional cost to the College, the College is prepared to offer the Teacher the opportunity to receive part of the Teacher's remuneration in the form of non-cash benefits in line with legislation and Australian

Taxation Office rulings until otherwise advised.

25.2 Any arrangement between the College and the Teacher in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Teacher's conditions of employment.

26. Superannuation

26.1 Superannuation legislation

- a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of the College and Teachers. Under superannuation legislation individual Teachers generally have the opportunity to choose their own superannuation fund. If a Teacher does not choose a superannuation fund, any superannuation fund selected by the College applies, currently Combined Superannuation Fund or its successor.
- b) The rights and obligations in these clauses supplement those in superannuation legislation.

26.2 Employer contributions

The College must make such superannuation contributions to a superannuation fund for the benefit of a Teacher as will avoid the College being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Teacher.

26.3 Voluntary Teacher contributions

- a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the College to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the College makes the superannuation contributions provided for in clause 26.2 and clause 26.4.
- b) A Teacher may adjust the amount the Teacher has authorised the College to pay from the wages of the Teacher. The College will expedite this request as soon as practicable.

26.4 Superannuation fund

Unless, to comply with superannuation legislation, the College is required to make the superannuation contributions provided for in clause 26.2 to another superannuation fund that is chosen by the Teacher, the College must make the superannuation contributions provided for in clause 26.2 and pay the amount authorised under clauses 26.3a) and 26.3b)) to the College's default fund, Combined Superannuation Fund or its successor, provided that the College is not required to become a participating employer.

Part 5-Hours of Work and Related Matters

27. Ordinary hours of work

- 27.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 27.2** Notwithstanding the NES, and due to the operational requirements of the College, the ordinary hours of a Teacher may be averaged over a 12-month period.
- 27.3** The ordinary hours of work for a Teacher during Term weeks are variable and may include periods of time when the students are not present, subject to the needs of the College with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 27.4** Where a Teacher is required to be present at work or work events outside of the regular attendance time, they will be remunerated for time worked at their ordinary rate of pay.

The following activities will not attract any additional payment, regardless of when they occur:

- a) Parent Teacher Interviews;
 - b) Valedictory Dinners, Presentation Nights, Presentation Balls and other similar official College functions;
 - c) Staff meetings;
 - d) Open/information days/nights;
 - e) Professional development activities;
 - f) Meetings with parents;
 - g) Involvement in the pastoral care programs;
 - h) Co-curricular responsibilities.
- 27.5** Where a Teacher is expected to participate in an event outside of regular attendance time and the event attracts a charge for admission, the College will cover that charge for the Teacher.
- 27.6** The following circumstances are not included when calculating attendance days in the ordinary hours of work for a Teacher:
- a) co-curricular activities that are conducted on a weekend;
 - b) College related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
 - c) when the Teacher appointed to a leadership position is required to perform duties in Non-term weeks that are directly associated with the leadership position;
 - d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the College community, in which a Teacher may be recalled to perform duties relating to their position.

27.7 Generally, the College will provide written notice of the Term weeks and days in Non-term weeks:

- a)** 6 months prior to the last work day of each calendar year for the following College Year in the case of current Teachers;
- b)** Prior to commencing work for new Teachers who begin less than 6 months prior to the last work day of each calendar year.

27.8 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the College Year or a relevant proportion of the College Year. The Teacher's absence from College during Non-term weeks is deemed to include their entitlement to annual leave.

28. Flexible Working Arrangements and Job Share

28.1 A Teacher has the right to request a flexible working arrangement in line with the conditions of the NES. The College must give due consideration to the Teachers request for a flexible working arrangement but may decline the request on reasonable business grounds.

28.2 A Teacher has the right to request a job share arrangement in accordance with applicable College policy. The policy is not incorporated into and does not form part of this Agreement.

29. Breaks

A Teacher undertaking more than 5 hours work in a given day is entitled to 30 minutes non-timetabled / non-scheduled face to face time.

Part 6-Leave and Public Holidays

30. Annual leave

30.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

30.2 Timing of annual leave

A Teacher must take annual leave during Non-term weeks. Leave must generally be taken, in the four week period immediately following the final Term week of the current College Year, unless otherwise agreed with the College.

30.3 Crediting of annual leave

A Teacher may take annual leave re-credited in accordance with the NES only during Non- term weeks as directed by the College.

31. Pro rata payment of salary inclusive of annual leave

31.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

31.2 The provisions of this clause will apply:

- a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
- b) in the calculation of payment in regard to pro rata salary if:
 - (i) a Teacher commenced employment after the College service date;
 - (ii) a Teacher has taken leave without pay of more than two Term weeks since the College service date; or
 - (iii) the hours which a Teacher has worked at the College have varied since the College service date.

31.3 Termination of employment

A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

31.4 Teachers who commence employment after the commencement of the College Year

A Teacher who commences employment after the usual date of commencement in any College Year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the College Year and will not receive any salary or other payment until the commencement of the next College Year.

31.5 Teachers who take approved leave without pay

Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two Term weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

- a) if the leave without pay commences and concludes in the same College Year, the payment will be calculated and made at the conclusion of the last College term or final semester in that year; and
- b) if the leave without pay is to conclude in a College Year following the College Year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the College Year in which the leave commences; or
 - (ii) at the end of the last College term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that College Year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the last College term in that year.

31.6 Calculation of payments

P	=	s x c	-	d
<hr/>				
B				
<hr/>				
P	is the payment due			
<hr/>				
s	is the total salary paid in respect of term weeks, or part thereof, since the College service date or the date of employment in circumstances where the employee has been employed by the College since the school or preschool service date.			
<hr/>				
b	is the number of term weeks, or part thereof in the College Year			
<hr/>				
c	is the number of non-term weeks, or part thereof, in the College Year			
<hr/>				
d	is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the employee has been employed by the College since the College service date.			
<hr/>				

31.7 For the purpose of this clause:

- a) **College service date** means the date from which Teachers are paid at the commencement of the College Year in their first year of service with the College; and

b) Teacher means a Teacher other than a casual Teacher.

c) Any period of paid birth related or adoption related leave is not included in the calculation of 's' or 'd' in this formula.

31.8 The formula in clause 31.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the College Year in which the formula is applied.

32. Annual leave loading

32.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

32.2 A Teacher who has served throughout the College Year is entitled to a leave loading of 17.5% on four weeks' annual leave per annum. The loading will normally be paid:

- a)** at the time that the Teacher is paid annual leave or pro rata annual leave;
- b)** on the termination of employment by either party.

32.3 Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{Term weeks worked by the Teacher in that College Year}}{\text{Total Term weeks in that College Year}}$$

For example, in the case of a Teacher with a weekly salary of \$1000 on termination of employment (or at the end of the final term week in the College Year) who was employed at the school for 20 of the 38 term weeks in that College Year, the calculation will be as follows:

$$\$1000 \times 4 \times 17.5\% = \$700$$

$$\$700 \times 20/38 = \$368.42.$$

33. Personal/carer's leave

33.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

33.2 A Teacher other than a casual Teacher is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.

33.3 For a full-time Teacher, the personal/carer's leave entitlement equates to 15 days per year of service, which accrues progressively during service. A part-time Teacher is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

33.4 Paid personal leave is taken due to a personal illness or injury.

- 33.5** Paid carer's leave is taken to provide care or support to a member of the Teacher's Immediate Family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 33.6** Where the Teacher has exhausted the paid personal/carer's leave entitlement, the Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the College and the Teacher.
- 33.7** A casual Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the College and the Teacher.

33.8 Notice and evidentiary requirements

- a)** A Teacher must notify the College 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.
- b)** A Teacher who has given the College notice of the taking of such leave must, if required by the College, give the College evidence that would satisfy a reasonable person. A failure to provide evidence that would satisfy a reasonable person to explain the reasons for the leave, may result in the non-approval for paid leave.
- c)** A Teacher is entitled to personal/carer's leave provided that:
- (i)** the Teacher produces a medical certificate or other evidence satisfactory to a reasonable person for any absence of more than two consecutive days;
 - (ii)** if so required by the College, the Teacher provides a medical certificate or other evidence satisfactory to a reasonable person for any absence continuous with a holiday to which the Teacher is entitled and which would not otherwise require the production of a certificate.
 - (iii)** the Teacher must otherwise provide a medical certificate or other evidence satisfactory to the College where the number of days of paid sick leave already taken without the production of a medical certificate or other evidence satisfactory to a reasonable person exceeds five days in the College Year.

34. Discretionary Leave

34.1 A Teacher is entitled to request discretionary leave, which is taken from the Teacher's entitlement to personal/carer's leave.

34.2 The quantum of discretionary leave that may be requested is as follows:

- a)** a Teacher with a fraction of 0.4 or greater may request up to 2 days per College Year; or
- b)** a Teacher with a fraction of less than 0.4 may request up to 1 day per College

Year.

34.3 A Teacher may request discretionary leave for any of the following reasons:

- a) to attend the funeral of a person who is not a member of the Teacher's Immediate Family or household;
- b) to attend a significant family event (e.g. wedding) for a member of the Teacher's Immediate Family or household;
- c) to attend to a matter of urgent pressing necessity or obligation;
- d) to appear before a court or tribunal;
- e) to observe religious days;
- f) for cultural leave, where the Teacher is an Aboriginal or Torres Strait Islander;
or
- g) other reasons, as agreed to by the College.

34.4 A Teacher must:

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

34.5 Discretionary leave may be approved at the complete discretion of the Principal or delegate.

34.6 The cap applying to the amount of discretionary leave that can be accessed per year is not cumulative.

35. Family Violence Leave

35.1 Definition

For the purpose of this clause, family violence is defined by the *Family Violence Protection Act 2008* (Vic) (FVP Act). Under the FVP Act, the definition of Family Violence is behaviour by a person towards a family member of that person if that behaviour:

- a) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- b) causes a child to hear or witness, or to otherwise be exposed to the effects of

behaviour described above.

35.2 Leave entitlement

- a) During the nominal life of this Agreement, a Teacher subject to Family Violence is entitled to five days per year of paid family violence leave for the purposes of:
 - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) relocation or making other safety arrangements; or
 - (iii) other activities reasonably associated with the experience of family violence.
- b) Family violence leave may be taken as consecutive or single days, including half days.
- c) Family violence leave is not cumulative from year to year.

35.3 Notice and Evidentiary Requirements

- a) The Teacher shall give notice to the Campus Principal and/or delegate in accordance with College policy as soon as reasonably practicable of the employee's request to take family violence leave.
- b) The Teacher must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 35.2a). Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the Teacher may provide a statutory declaration.
- c) The College will not place the documentary evidence provided under clause 35.3b) on the Teacher's file, unless expressly permitted by the Teacher. Instead, the College may place a note on the Teacher's file confirming:
 - (i) the dates that family violence leave was taken; and
 - (ii) that documentary evidence was sighted by the College.

35.4 Personal information provided by the Teacher to the College concerning family violence will be treated confidentially, unless the Campus Principal deems disclosure to be necessary for operational reasons.

35.5 This clause ceases to apply on 31 January 2021.

36. Compassionate leave

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

36.2 A Teacher may take:

- a)** up to three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies; or
- b)** up to three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life.

36.3 Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the College and the Teacher.

36.4 A Teacher is entitled to compassionate leave only if the Teacher gives the College any evidence that the College reasonably requires of the illness, injury or death.

37. Community service leave

37.1 Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

37.2 Jury service leave

- a)** 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.
- b)** A Teacher must notify the College as soon as possible of the date upon which the Teacher is required to attend for jury service.
- c)** A Teacher must provide the College with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- d)** The Teacher must inform the College immediately of any change to the known period of absence.
- e)** The Teacher must provide the College with written proof of the payments made by the Court Authorities with respect to jury service, and where the payments are made to the Teacher, that all monies provided to the Teacher are reimbursed to the College as soon as reasonably practicable.
- f)** Subject to clauses 37.2b), c), d) and e), the College will continue to remunerate a Teacher granted leave pursuant to clause 37.2a) the salary the Teacher would have received had the Teacher not been on jury service.

38. Public holidays

38.1 Public holidays are provided for in the NES.

38.2 Substitution of public holidays

By agreement between the College and an individual Teacher:

- a) An alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- b) The agreement will be recorded in writing and made available to the affected Teacher.
- c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

39. Long service leave

39.1 Long service leave is provided by the NES except where this Agreement provides ancillary or supplementary terms.

39.2 The NES preserves clause 27 - Long Service Leave of the *Victorian Independent Schools - Teachers - Award 1998* (AP802001CRV), which in summary provides:

- a) 13 weeks' long service leave upon the completion of 10 years of continuous employment;
- b) 6.5 weeks' long service leave upon the completion of each subsequent period of 5 years of continuous employment; and
- c) payment in lieu of long service leave when employment terminates following the completion of 7 years of continuous employment.

39.3 Clause 27 - Long Service leave is reproduced in Schedule B - Long Service Leave to this Agreement.

39.4 A Teacher is entitled to apply to take:

- a) the first period of Long Service Leave in one continuous period of 13 weeks, accrued from the first 10 years of continuous employment;
- b) each successive period of Long Service Leave in one continuous period of 6.5 weeks, accrued from each successive period of five years of continuous employment.

39.5 The exception to cl.39.4 is that a Teacher may apply to take:

- a) accrued pro rata Long Service Leave after completing 7 years of continuous employment;
- b) long service leave for a period of not less than one full term, unless otherwise agreed with the College;
- c) long service leave for double the time at half pay, provided that leave is taken for not less than two full school terms at half pay.

39.6 The College will grant requests for long service leave if it is reasonable to do so having regards to the needs of the Teacher and the operational needs of the College.

40. Parental leave

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

40.2 Variation of period of parental leave

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

40.3 Notwithstanding clause 17, a Teacher replacing another Teacher granted parental leave will be entitled to four weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Teacher is employed.

41. Parental Allowance

41.1 Application

- a)** This clause does not apply to a casual or fixed-term Teacher.
- b)** This clause applies to a full-time or part-time Teacher who is entitled to unpaid parental leave in accordance with the NES and clause 40-Parental Leave.
- c)** The payments in clauses 41.2 and 41.3:
 - (i)** are not payable during a period of paid leave;
 - (ii)** are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
 - (iii)** are paid at the Teacher's ordinary rate of pay; and
 - (iv)** are payable to one Teacher only, where the College employs both parents of the child.

41.2 Birth-related leave and adoption-related leave

- a)** A Teacher will be entitled to an allowance equal to 14 weeks of ordinary pay to be responsible for the care of the child if a Teacher has worked 12 months' continuous service prior to confinement.
- b)** A Teacher must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

41.3 Partner leave

A Teacher, who has completed at least 12 months' continuous service with the College as at the date of the birth or placement of the child is entitled to up to 8 weeks' unpaid concurrent leave within the first 12 months of the birth or placement of the child, and the right to request up to 5 days paid leave.

42. Leave without pay

42.1 A Teacher may apply for leave without pay, which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay.

43. Study Leave

43.1 A Teacher will be granted leave with pay to attend compulsory examinations in an approved relevant course of study and up to two (2) days' study leave per semester inclusive of the examination day as agreed to by the Principal.

44. Qualification conferral leave

44.1 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 as agreed to by the Principal.

45. Tuition fee discount

45.1 This clause does not apply to a casual Teacher or a fixed term Teacher who is engaged for less than a full College Year.

45.2 A full time Teacher whose child or children attend the College is entitled to a tuition fee discount of 25% or whatever maximum discount is permitted in accordance with section 42 of the *Fringe Benefits Tax Assessment Act 1986* so as to not result in any fringe benefits tax liability for the College. A part time Teacher is entitled to the tuition fee discount on a pro rata basis based on the Teacher's full time equivalent fraction.

45.3 In order to be eligible for a tuition fee discount, a Teacher must:

- a) pay the application and enrolment fee and security deposit in full prior to the commencement of enrolment; and
- b) pay the discounted tuition fees in the normal manner prescribed by the College for the payment of fees.

45.4 Additional charges for extras and uniforms are not subject to any discount. Such charges include, but are not limited to, costs for camps, books, music tuition and excursions.

45.5 Tuition fee discounts do not apply to any other services.

45.6 Where a Teacher's child is awarded a scholarship, the Teacher may either choose to pay fees discounted pursuant to this clause or pay fees at the scholarship rate, but shall not be entitled to both.

45.7 The discount will cease in the event of default of payment of general tuition fees.

45.8 In the event of genuine financial hardship on the part of the Teacher, the Teacher may apply for further fee assistance. Further fee assistance will be granted at the discretion of the Principal as per the standard operating procedure for fee relief

(which is not incorporated into this Agreement).

45.9 Transitional Arrangements

Part-time Teachers employed as at 28 July 2014 will receive a fee discount equal to the higher of the two options below:

- a) 25% fee discount (or whatever maximum discount is permitted in accordance with section 42 of the *Fringe Benefits Tax Assessment Act 1986* so as to not result in any fringe benefits tax liability for the College) to all staff employed above or equal to a full time equivalent teaching load of 0.4;
- b) The terms outlined in clause 45.2.

45.10 The conditions in clause 45.3 to clause 45.9 inclusive are applicable to a part time student receiving a fee discount.

45.11 A Teacher that commences employment after the operative date of the Predecessor Agreement will receive a fee discount subject to the terms of clause 45.1 to clause 45.8.

45.12 Staff not providing service to the College as defined by the Act for a period greater than 12 months are not entitled to a tuition fee discount.

Schedule A - Salaries

A.1 The salary for a full-time Teacher will be determined in accordance with the provisions of cl. 22 and Schedule A, and will be not less than prescribed by the following table. The rates of pay in Schedule A become operative on or after the first full pay period specified in the table below.

	24/07/2017	22/01/2018	23/07/2018	21/01/2019	5/08/2019	20/01/2020	3/08/2020
	1.05%	1.75%	1.50%	1.75%	1.50%	1.75%	1.50%
E4	\$98,072	\$99,788	\$101,285	\$103,057	\$104,603	\$106,434	\$108,031
E3	\$90,661	\$92,248	\$93,632	\$95,271	\$96,700	\$98,392	\$99,868
E2	\$87,435	\$88,965	\$90,299	\$91,879	\$93,257	\$94,889	\$96,312
E1	\$84,323	\$85,799	\$87,086	\$88,610	\$89,939	\$91,513	\$92,886
A5	\$81,322	\$82,745	\$83,986	\$85,456	\$86,738	\$88,256	\$89,580
A4	\$78,428	\$79,800	\$80,997	\$82,414	\$83,650	\$85,114	\$86,391
A3	\$75,638	\$76,962	\$78,116	\$79,483	\$80,675	\$82,087	\$83,318
A2	\$72,945	\$74,222	\$75,335	\$76,653	\$77,803	\$79,165	\$80,352
A1	\$70,350	\$71,581	\$72,655	\$73,926	\$75,035	\$76,348	\$77,493
G2	\$67,847	\$69,034	\$70,070	\$71,296	\$72,365	\$73,631	\$74,735
G1	\$65,432	\$66,577	\$67,576	\$68,759	\$69,790	\$71,011	\$72,076

A.2 The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

A.3 In determining the appropriate salary level for a Teacher commencing employment with the College, prior service will be recognised in accordance with the clause 20.2.

A.4 Annual leave loading

The annual salary in Schedule A.1 does not include annual leave loading.

A.5 Part-time Teacher

A part-time Teacher will be paid a salary on a pro rata basis in accordance with the provisions of clause 14.4.

A.6 Casual Teacher

A.6.1 The amount payable to a casual Teacher will be:

- (a) Paid at a daily rate equal to level 12 of the Award plus the casual loading of 25% and will be engaged for a half day or full day depending on operational requirements.

A.6.2 Provided that:

- (a) a casual Teacher will be paid for a minimum of half a day; where a day is the usual required attendance time for a Teacher at the College and a half day is half the usual required attendance time.

Schedule B - Long Service Leave

AP802001CRV – Victorian Independent Schools – Teachers – Award 1998

27. LONG SERVICE LEAVE

27.1 Preamble

A teacher is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

27.2 Entitlement

27.2.1 A teacher who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.

27.2.2 A teacher is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.

27.3 Termination of employment

27.3.1 A teacher who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the teacher is entitled to an amount of long service leave equal to one-fortieth of the period of the teacher's continuous employment since the last accrual of entitlement to long service leave under 27.2.1 and 27.2.2.

27.3.2 A teacher who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one-fortieth of the period of the teacher's continuous employment.

27.3.3 If a teacher who is entitled to any amount of long service leave dies before or while taking long service leave, then the employer will pay an amount equal to the ordinary pay that would have been payable to the teacher in respect of the period of long service not taken to the teacher's personal representative.

27.3.4 Where a teacher who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under 27.3.3) will pay to the teacher's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to 27.2.2 a sum equal to the amount of the teacher's ordinary pay for a period equalling one fortieth of such fractional period.

27.3.5 Where a teacher who has completed at least 7 years but less than 10 years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the teacher's personal representative a sum equal to the amount of the teacher's ordinary pay for the period equalling one fortieth of the teacher's fractional employment.

27.4 Payment in lieu

27.4.1 Except as provided in this clause, an employer will not make payment in lieu of any long service leave or part thereof to a teacher or the teacher's personal representative.

27.4.2 Except as provided in this clause, a teacher or a teacher's personal representative will

not accept payment in lieu of any long service leave or part thereof.

27.5 Illness on long service leave

27.5.1 Subject to the production of a supporting medical certificate, a teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the teacher is entitled to sick leave.

27.5.2 Subject to 27.5.1, the teacher's long service leave will be extended by the period of illness.

27.5.3 An exception to 27.5.1 is that an employer and a teacher may agree that the teacher will return from long service leave as planned with the period of illness increasing the teacher's accrued long service leave entitlement.

27.6 Mode of employment and payment

27.6.1 A teacher whose service has been
all full-time or
all at the same part-time fraction

is paid during long service leave at the teacher's normal salary.

27.6.2 Where a teacher's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

(a) Service prior to 1 February 1997

(i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;

(ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;

(iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;

(iv) if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

(b) Service from 1 February 1997


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 the teacher's time fractions over the period of eligible service.


27.7 Exceptions

Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.

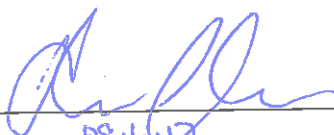
EXECUTED as an agreement this DAY/ MONTH /YEAR


EMPLOYER REPRESENTATIVE

Signed: 
Date: 28.6.17
Name in full (printed): CAMERON PEARCE
Position title: EXECUTIVE PRINCIPAL
Authority to sign explained: COLLEGE REPRESENTATIVE
Address: 155 MORNINGTON-TYABB ROAD
TYABB VIC 3913

Witnessed by: 
Witness name in full: MADDALENA BRADLEY
Witness address: 155 MORNINGTON-TYABB ROAD
TYABB VIC 3913.

EMPLOYEE REPRESENTATIVE

Signed: 
Date: 28.6.17
Name in full (printed): HANNAH CLARKE
Position title: TEACHER (JUNIOR SCHOOL)
Authority to sign explained: STAFF REPRESENTATIVE
Address: 155 MORNINGTON-TYABB ROAD
TYABB VIC 3913

Witnessed by: 
Witness name in full: MADDALENA BRADLEY
Witness address: 155 MORNINGTON-TYABB ROAD
TYABB VIC 3913.