



## DECISION

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

**Plenty Valley Christian Education Ltd T/A Plenty Valley Christian College**  
(AG2016/7856)

### **PLENTY VALLEY CHRISTIAN COLLEGE ENTERPRISE AGREEMENT 2017 – 2019**

Educational services

COMMISSIONER LEE

MELBOURNE, 15 MARCH 2017

*Application for approval of the Plenty Valley Christian College Enterprise Agreement 2017-2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Plenty Valley Christian College Enterprise Agreement 2017-2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Plenty Valley Christian Education Ltd T/A Plenty Valley Christian College. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 March 2017. The nominal expiry date of the Agreement is 31 January 2020.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE423666 PR590988>

ANNEXURE A



Phone: (03) 9717 7400 Fax: (03) 9717 7475  
840 Yan Yean Road, Doreen, VIC 3754  
www.pvcc.vic.edu.au

6 March 2017

Commissioner Lee  
Fair Work Commission  
Via member.assist@fwc.gov.au

Dear Commissioner Lee

In relation to Matter AG 2016/7856 (Plenty Valley Christian College Enterprise Agreement 2017-2019) (the Agreement), I confirm that:

1. Persons employed as teachers are entitled to notice of termination of employment in accordance with clauses 39.1 and 39.2 of the Agreement, which provide seven term weeks' notice, which is inclusive of the notice required by the National Employment Standards (NES).
2. Persons employed as general staff employees are entitled to notice of termination of employment in accordance with clause 49 of the Agreement, with:
  - a. clause 49.1(a) referring to clause 26.4(b), which contains the NES notice of termination of employment entitlement for a general staff employee aged under 45 years or a general staff employee who is over 45 years with less than two years of continuous service, and
  - b. clause 49.1(b), which states that a general staff employee is entitled to additional notice of one week if the employee is over 45 years and has completed at least two years of continuous service with the College at the end of the day that the notice is given.

On behalf of the College, I undertake to not apply clause 26.4(b) to persons employed as teachers.

I confirm that I have sought the views of the bargaining representatives.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Duke', is written over a light blue horizontal line.

Matthew Duke  
Business Manager

Plenty Valley Christian Education Ltd

Reg No: 1826 ACN: 005 198 578 ABN: 87 670 414 115

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

# **PLENTY VALLEY CHRISTIAN COLLEGE ENTERPRISE AGREEMENT 2017-2019**

Table of Contents

|  |           |
|--|-----------|
| <b>Part 1— Application and Operation.....</b>            | <b>5</b>  |
| 1. Title .....   | 5         |
| 2. Commencement and period of operation .....            | 5         |
| 3. Definitions and interpretation .....                  | 5         |
| 4. Coverage .....  | 8         |
| 5. Relationship to Awards .....                          | 9         |
| 6. No extra claims .....                                 | 9         |
| 7. The National Employment Standards.....                | 9         |
| 8. Agreement flexibility.....                            | 9         |
| <b>Part 2— Consultation and Dispute Resolution .....</b> | <b>11</b> |
| 9. Consultation about change.....                        | 11        |
| 10. Dispute resolution.....                              | 14        |
| <b>Part 3— Conditions for all Employees .....</b>        | <b>16</b> |
| 11. Remuneration packaging.....                          | 16        |
| 12. Minimum employment period.....                       | 16        |
| 13. Annual leave .....                                   | 16        |
| 14. Personal leave.....                                  | 17        |
| 15. Compassionate leave .....                            | 20        |
| 16. Community service leave.....                         | 20        |
| 17. Public holidays .....                                | 21        |
| 18. Long service leave .....                             | 22        |
| 19. Leave without pay.....                               | 23        |
| 20. Infectious diseases leave .....                      | 23        |
| 21. Parental Leave .....                                 | 23        |
| 22. Breakage and loss .....                              | 24        |
| 23. Qualification conferral leave .....                  | 24        |
| 24. Withholding of monies .....                          | 25        |
| 25. Performance and conduct management .....             | 25        |
| 26. Redundancy .....                                     | 26        |

Plenty Valley Christian College  
Enterprise Agreement 2017-2019

|  |   |    |
|--|---|----|
| 27.  | Payment of wages .....                                    | 28 |
| 28.  | Superannuation .....                                      | 28 |
| 29.  | Accident Compensation and Accident Make Up Pay.....       | 29 |
| Part 4 - Conditions for Teachers .....           |   | 31 |
| 30.  | Types of employment.....                                  | 31 |
| 31.  | Ordinary hours of work .....                              | 33 |
| 32.  | Classifications .....                                     | 34 |
| 33.  | Salary.....   | 34 |
| 34.  | Allowances.....   | 34 |
| 35.  | Breaks.....   | 34 |
| 36.  | Annual leave .....  | 34 |
| 37.  | Pro rata payment of salary inclusive of annual leave..... | 34 |
| 38.  | Annual leave loading.....                                 | 36 |
| 39.  | Termination of employment.....                            | 36 |
| 40.  | Types of employment.....                                  | 38 |
| 41.  | Ordinary hours of work .....                              | 39 |
| 42.  | Classifications .....                                     | 41 |
| 43.  | Salary.....   | 42 |
| 44.  | Allowances.....   | 42 |
| 45.  | Annual leave loading.....                                 | 42 |
| 46.  | Leave without pay during non-term weeks.....              | 42 |
| 47.  | Annualised salaries .....                                 | 43 |
| 48.  | Higher duties.....  | 44 |
| 49.  | Termination of employment.....                            | 44 |
| 50.  | Breaks.....   | 45 |
| 51.  | Shiftwork .....   | 45 |
| 52.  | Penalty rates.....  | 47 |
| 53.  | Overtime.....   | 48 |
| Schedule A — Teacher Classifications.....        |   | 49 |
| Schedule B — Teacher Salaries.....               |   | 51 |
| Schedule C — Teacher Allowances.....             |   | 53 |
| Schedule D — General Staff Classifications ..... |   | 55 |

Plenty Valley Christian College  
Enterprise Agreement 2017-2019

Schedule E — General Staff Salaries ..... 80

Schedule F — General Staff Allowances ..... 82

## Part 1—Application and Operation

### 1. Title

This Agreement is to be known as the *Plenty Valley Christian College Enterprise Agreement 2017-2019* (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth) (FW Act).

### 2. Commencement and period of operation

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

**2.2** The nominal expiry date of the Agreement is 31 January 2020.

### 3. Definitions and interpretation

|                               |   |
|-------------------------------|---|
| Award                         | means <i>The Educational Services (Teachers Award) 2010</i> and <i>The Educational Services (General Staff) Award 2010</i> or successors  |
| Classroom support services    | means a General Staff Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students   |
| Curriculum/resources services | means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre   |
| Employee                      | means a person covered by this Agreement  |
| Employer                      | means Plenty Valley Christian Education Ltd ACN: 005 198 578  |
| Five year trained teacher     | means a teacher: <ul style="list-style-type: none"><li>• 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</li></ul> |



**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

|                           |  |
|---------------------------|--|
|                           | equivalent, as determined by the Victorian Institute of Teaching   |
| Four year trained teacher | means a teacher: <ul style="list-style-type: none"> <li>• 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</li> <li>• 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 Victorian Institute of Teaching</li> </ul>  |
| FW Act                    | means the <i>Fair Work Act 2009</i> (Cth) or successor   |
| FWC                       | means the Fair Work Commission or successor  |
| General Staff Employee    | means an Employee other than a Teacher who is covered by this Agreement.   |
| Immediate family          | means <ul style="list-style-type: none"> <li>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and</li> <li>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</li> </ul> |
| LSL Act                   | means the <i>Long Service Leave Act 1992</i> (Vic) or successor  |
| Medical Practitioner      | means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners   |
| NES                       | means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth) or successor   |
| Non-term weeks            | means weeks, or part thereof, in the school year other than  |

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

|                                |   |
|--------------------------------|---|
|                                | term weeks and includes periods designated as school 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 Schools.  |
| Nursing services               | means a General Staff Employee who is a registered nurse in the relevant State/Territory and is employed as such.   |
| Preschool/childcare services   | means a General Staff Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood Teacher);  |
| Principal                      | means Principal of Plenty Valley Christian College or his or her nominee  |
| School administration services | means a General Staff Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management  |
| School operational services    | means a General Staff Employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> <li>i. construction, plumbing, carpentry, painting and other trades;</li> <li>ii. cleaning, maintenance, school facility management;</li> <li>iii. security, caretaking;</li> <li>iv. gardening, turf management, farming;</li> <li>v. retailing—canteens, uniform shops, book shops;</li> <li>vi. cooking/catering, housekeeping, laundry; and</li> <li>vii. bus driving and vehicle maintenance.</li> </ul> |
| School Teacher                 | means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian and Early Childhood Teacher but does not include a person employed as a Principal or a Deputy Principal, by whatever name called   |

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

|                                 |   |
|---------------------------------|---|
| School year                     | means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year, as determined by the school, and includes term weeks and non-term weeks   |
| Standard rate                   | means the annual salary applicable to Level 3.1 for a General Staff Employee, or Level 1 for a Teacher.   |
| Teacher                         | means a School Teacher, unless separately specified   |
| Term weeks                      | means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School                             |
| Victorian Institute of Teaching | means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or successor   |
| Wellbeing services              | means a General Staff Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include home/school liaison, counsellors and therapists |
| WIRC Act                        | means the <i>Workers Injury Rehabilitation and Compensation Act 2013 (Vic)</i> or its successor(s)  |

**4. Coverage**

**4.1** This Agreement covers:

- (a) the Employer;
- (b) Teachers as defined in cl.3 of this Agreement; and;
- (c) General Staff Employees

**4.2** This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) Members of the College Executive;

- (e) Persons offering instructional services such as sport coaches, instrumental music teachers, tutors and consultants.

## **5. Relationship to Awards**

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement including but not limited to the *Educational Services (Schools) General Staff Award 2010* and *Educational Services (Teachers) Award 2010*; except where this Agreement makes specific reference to an Award.

## **6. No extra claims**

**6.1** The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date as set out in cl.2.2 of this Agreement.

**6.2** During the term of this Agreement, the Employer and the Employees agree to review the General Staff classification and salary structure.

## **7. The National Employment Standards**

**7.1** The National Employment Standards (NES) as contained in Part 2-2 the FW Act are the minimum entitlements to which an Employee covered by this Agreement is entitled to. This Agreement may provide ancillary or supplementary terms in respect of the NES.

**7.2** This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

## **8. Agreement flexibility**

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

(a) the Agreement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- (b)** the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in cl. 8.1 (a);
- (c)** the arrangement is genuinely agreed to by the Employer and Employee.

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

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

**8.3** The Employer must ensure that the individual flexibility arrangement:

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

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

**8.5** The Employer or Employee may terminate the individual flexibility arrangement:

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

## Part 2—Consultation and Dispute Resolution

### 9. Consultation about change

9.1 This clause applies if the Employer:

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

In this clause, **relevant Employees** means the Employees who may be affected by a change referred to in clause 9.1(a) or (b).

#### Consultation regarding major workplace change

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

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 9.3 to 9.9 apply.

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

9.4 If:

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

the Employer must recognize the representative.

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

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

- (b)** for the purposes of the discussion — provide, in writing, to the relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

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

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

**9.8** If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 9.2(a), 9.3 and 9.5 are taken not to apply.

**9.9** In this clause, a major change is **likely to have a significant effect on Employees** if it results in:

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

**Consultation about changes to regular roster or hours of work**

**9.10** For a change referred to in subclause 9.1(b):

- (a)** the Employer must notify the relevant Employees of the proposed change; and
- (b)** subclauses 9.11 to 9.15 apply.

**9.11** The relevant Employees may appoint a representative for the purpose of the procedures in this clause.

- 9.12** If:
- (a)** a relevant Employee appoints, or relevant Employees appoint, a representative for the purpose of consultation, and
  - (b)** the Employee or Employees advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 9.13** The Employer must:
- (a)** discuss with the relevant Employees the introduction of the change; and
  - (b)** for the purposes of the discussion, provide to the relevant Employees:
    - (i)** information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
    - (ii)** information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii)** information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c)** invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.15** The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.16** For the purposes of subclauses 9.11 to 9.15, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a)** may operate on a term, semester or a School year basis, and
  - (b)** ordinarily changes between one period of operation and the next, and
  - (c)** may change during the period of operation,
- is not a regular roster.
- 9.17** However, where a change to the Employer's educational timetable directly results in a change:
- (a)** to the number of ordinary hours of work of an Employee, or



(b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or

(c) to the days over which the Employee is required to work,

subclauses 9.11 to 9.15 will apply.

## **10. Dispute resolution**

**10.1** If a dispute relates to:

(a) a matter arising under the Agreement, or

(b) the NES,

this clause sets out procedures to settle the dispute.

**10.2** The FWC may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.

**10.3** An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

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

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

**10.6** 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) arbitrate the dispute; and

(ii) 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.*

**10.7** In limiting the operation of cl.10.6, if the dispute is about any matter not relating to the NES, the consent of both parties is a pre-condition for arbitration by the FWC.

- 10.8** While the parties are trying to resolve the dispute using the procedures in this clause:
- (a)** an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b)** an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (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 Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 10.9** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

## Part 3—Conditions for all Employees

### 11. Remuneration packaging

11.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

11.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

### 12. Minimum employment period

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

12.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl. 25 - Performance and conduct management.

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

| Employee | Period of Notice |
|----------|------------------|
|----------|------------------|

|          |         |
|----------|---------|
| Teachers | 7 weeks |
|----------|---------|

|               |        |
|---------------|--------|
| General Staff | 1 week |
|---------------|--------|

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

### 13. Annual leave

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

13.2 Clauses 33 to 35 provide further details on conditions related to annual leave entitlements for Teachers.

**13.3 Timing of annual leave**

- (a) 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 school year, unless otherwise agreed with the Employer
- (b) The Employer may require a General Staff Employee to take their annual leave during non-term weeks.
- (c) The Employer may designate some or part of the non-term weeks as a shutdown period in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the School and a particular employee/s, General Staff are required to take annual leave during shutdown periods observed by the School.

**13.4 Crediting of annual leave**

- (a) The Employer may allow a General Staff Employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the General Staff Employee subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff Employee upon termination of employment.
- (b) An Employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the Employer

**14. Personal leave**

**14.1** Personal leave includes sick leave and carer's leave.

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

**14.3** An Employee other than a casual Employee is entitled to a paid personal leave entitlement.

**14.4** For a full-time Employee, the personal leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal leave on a pro rata basis based on their ordinary hours of work. Personal leave accrues progressively during a year of service.

**14.5** There is no limit to the amount of accrued personal leave that an Employee is entitled to use as carer's leave in any one period of time.

**14.6** Where a full-time Teacher, Classroom support services or Curriculum/resources services Employee requires personal leave in excess of the Employee's accrued

entitlement, the Employee is entitled to be paid personal leave in advance of accrual as follows:

- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
- (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,

provided that the notice and evidentiary requirements are met.

**14.7** Paid sick leave is taken due to a personal illness or injury.

**14.8** Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

**14.9** Where the Employee has exhausted the paid personal leave entitlement, the Employee 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 Employer and the Employee.

**14.10** A casual Employee 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 Employer and the Employee.

**14.11 Notice and evidentiary requirements**

- (a) An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b) An Employee is entitled to personal leave provided the Employee produces a medical certificate from a Medical Practitioner or statutory declaration to the Employer:
  - (i) for any absence of two or more consecutive working days;
  - (ii) for any absence continuous with a
    - a public holiday,
    - a student-free day, or
    - the first or last day of a term (where the Employee works term weeks only)

which would not otherwise require the provision of evidence;

- (iii) where the number days of paid personal leave already taken without the provision of a medical certificate or a statutory declaration exceeds five days in the one year.

#### **14.12 Special leave**

- (a) At the commencement of a School Year, 20 per cent of an Employee's annual personal leave entitlement for that School Year, will be regarded as being available for special leave in that School Year. For example, special leave for a Full Time Employee who gives service for a full School Year will be three days. An Employee who is employed on a part-time basis and/or who gives service for less than the full School Year will be entitled to pro rata of three days' special leave.
- (b) In any School Year, an Employee cannot access more than 20 per cent of the Employee's annual personal leave entitlement for that School Year as special leave.
- (c) An Employee must:
  - (i) request special leave in writing and provide the reason for requesting leave;
  - (ii) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
  - (iii) take special leave as a full day or as a half-day.
- (d) The Employer will grant special leave subject to:
  - (i) satisfaction of the application requirements, and
  - (ii) the operational requirements of the workplace for that day or half-day.
- (e) For the purpose of this clause, special leave may be accessed:
  - (i) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
  - (ii) to attend a significant family event (e.g., wedding) for a member of the Employee's Immediate Family or household;
  - (iii) to attend to a matter of urgent pressing necessity or obligation;
  - (iv) to appear before a court or tribunal;
  - (v) to observe religious days;

- (vi) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander
- (vii) for attending legal proceedings, counselling, medical/legal appointments or other activities reasonably associated with the employee, or the employee's immediate family member, being subject to family violence, as defined by the *Family Violence Protection Act 2008* (Vic); or
- (viii) as otherwise agreed to by the Employer.

**(f)** The exception to cl. 14.12(a) and 14.12(b) is that

- (i) a full-time employee may take an additional two days' personal leave, and
- (ii) a part-time employee may take pro rata of an additional two days' personal leave

in a School Year for leave pursuant to 14.12(e)(vii).

## **15. Compassionate leave**

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

**15.2** An Employee may take three (3) days' paid leave per occasion when a member of the Employee's Immediate family or household dies or when the Employee's Immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

**15.3** Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.

**15.4** The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death. Reasonable evidence may either take the form of a medical certificate from a Medical Practitioner or statutory declaration.

**15.5** Compassionate leave for bereavement of a close friend of the Employee may be granted at the discretion of the Principal.

## **16. Community service leave**

### **16.1 Application**

Community service leave is provided for in the NES. This clause supplements the NES provisions.

**16.2 Jury service leave**

- (a) An Employee who is required to appear and/or serve as a juror is entitled to leave at full pay for the period at the amount of salary which the Employee would ordinarily have received for the duration of jury service.
- (b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d) The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- (e) An Employee will reimburse the Employer all money paid to the Employee for attendance at jury service within 14 days of receipt of payment for jury service.

**16.3 Voluntary emergency management activity**

The Employer will provide an Employee with up to two days' paid leave per annum (non-cumulative) where the Employee is engaging in a voluntary emergency management activity, as defined by the NES, provided:

- (a) the activity is undertaken during a day on which the Employee would otherwise be at work;
- (b) the Employee satisfies the notice and evidence requirements specified by the NES; and
- (c) the Employee is not in receipt of payment of any kind from recognised emergency management body.

**17. Public holidays**

**17.1** Public holidays are provided for in the NES. This clause provides supplementary or ancillary detail.

**17.2** In accordance with the NES the following are public holidays:

- a) New Year's Day;
- b) Australia Day;
- c) Easter Friday, Saturday, Sunday and Monday;
- d) Christmas Day;



- e) Boxing Day;
- f) Anzac Day;
- g) Queen's Birthday;
- h) Labour Day;
- i) Melbourne Cup Day; and;
- j) Any other day or part-day declared, prescribed or gazetted by the Victorian Government

**17.3 Payment for work on a public holiday**

A General Staff Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

**17.4 Substitution of public holidays**

**(a)** By agreement between the Employer and:

- (i) the majority of Employees; or
- (ii) an individual Employee

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 every affected Employee.

**(c)** Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

**18. Long service leave**

**18.1** Section 113 of the FW Act specifies the entitlement to long service leave at the time of making of this Agreement.

**18.2** Where Award-derived long service leave terms exist as per s113 of the FW Act, they will apply except that all Employees covered by this Agreement will accrue long service leave of 13 weeks after ten years of continuous employment with the Employer. An Employee will be entitled to an additional 6.5 weeks (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the Employer.

**18.3** After 7 years of continuous employment an employee may request to take a period of long service leave. Approval will be subject to the operational requirements of the Employer.

**18.4** An Employee may request the Employer to grant an amount of long service leave twice as long as the Employee's leave entitlement at a rate of pay equal to half the Employee's ordinary pay.

**18.5** A period of leave without pay may be taken in conjunction with long service leave at the discretion of the Principal. In such circumstances the respective periods of leave will be noted in writing to the employee.

**19. Leave without pay**

**19.1** 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 in excess of two (2) Term weeks.

**19.2** A General Staff Employee may apply for a further period of leave without pay, in addition to the periods of leave without pay during non-term weeks pursuant to cl. 40, which may be granted at the discretion of the Employer. A General Staff Employee agrees that annual leave and personal leave entitlements do not accrue during any period of leave without pay granted under this clause.

**20. Infectious diseases leave**

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

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.

**21. Parental Leave**

**21.1** Parental leave is in accordance with the NES (Ch 2, Pt 2-2, Div 5) except where this Agreement provides ancillary or supplementary terms.

- 21.2** The Australian Government's Paid Parental Leave scheme (PPL scheme) currently pays eligible employees an amount calculated over a limited period at the National Minimum Wage. In order to support the Employee and their family, the Employer will pay eligible Employees a Parental Allowance.
- 21.3** The Employer will pay an Employee who has at least 12 months of continuous service with the Employer as at the date of proceeding on parental leave to be the primary care giver of the child a Parental Allowance, calculated as:
- 14 x (Employee's ordinary weekly earnings – the weekly amount paid under the current or future PPL scheme)
- (Note: 8 weeks applies until the end of the 2016 School Year, with 14 weeks being applicable from the date of 'return to work' for the 2017 School Year)*
- 21.4** No superannuation will be paid in respect of this Allowance and the Employee will not accrue any additional entitlements under this Agreement as a result of being paid this Allowance.
- 21.5** An Employee who has at least 12 months of continuous service with the Employer as at the date of proceeding on concurrent leave will be entitled to be paid 5 days of partner leave after the birth or placement of the child at the Employee's ordinary rate of pay; provided the leave is taken within the first 14 weeks of the birth or placement of the child.
- 21.6** To avoid any doubt, an Employee is not entitled to the paid Parental Allowance for any period unless he or she is entitled to unpaid parental leave in accordance with the NES.
- 21.7** To avoid any doubt, an Employee who is employed on a casual or fixed term basis is not entitled to the paid Parental Allowance. A casual Employee is not entitled to 5 days of paid partner leave.
- 21.8** In order to be entitled to a second or subsequent payment of the Parental Allowance, the Employee must return to work at the School after the period of preceding parental leave for a period of at least 12 months.

**22. Breakage and loss**

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

**23. Qualification conferral leave**

An Employee may 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.

**24. Withholding of monies**

If an Employee fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee 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 Employee.

**25. Performance and conduct management**

This clause will not apply within the minimum employment period or to a casual Employee.

**25.1 Performance Management**

Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in 25.2 and 25.3.

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

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

**25.3** Formal performance management meetings will

- (a) include discussion of the Employer's concerns with the Employee's performance;
- (b) give the Employee an opportunity to respond to the Employer's concerns;
- (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (d) include documentation, where appropriate;
- (e) set periods of review, as appropriate.

**25.4** If, following the procedure in cl. 25.2 and cl. 25.3 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.

**25.5 Conduct Management**

Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in cl. 25.6 and cl. 25.7. The Employer will not be required to implement this procedure where dealing with an allegation/s of serious misconduct however the Employer will provide the Employee with an opportunity to formally respond to any allegations. This will include offering an Employee the opportunity to have a support person present.

**25.6** The Employer will advise the Employee of:

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

**25.7** The formal conduct management meeting(s) will:

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

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

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

**26. Redundancy**

Procedures for redundancy are covered under published policy.

**26.1** In accordance with Part 2-2 Division 11 of the FW Act the following redundancy pay scale will apply:

| <u>Period of Continuous Service</u> | <u>Redundancy Pay</u> |
|-------------------------------------|-----------------------|
| Less than 1 year                    | Nil                   |
| 1 year and less than 2 years        | 4 weeks               |
| 2 years and less than 3 years       | 6 weeks               |
| 3 years and less than 4 years       | 7 weeks               |
| 4 years and less than 5 years       | 8 weeks               |
| 5 years and less than 6 years       | 10 weeks              |
| 6 years and less than 7 years       | 11 weeks              |
| 7 years and less than 8 years       | 13 weeks              |
| 8 years and less than 9 years       | 14 weeks              |
| 9 years and less than 10 years      | 16 weeks              |
| 10 years and over                   | 20 weeks              |

**26.2 Transfer to lower paid duties**

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee 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 ordinary time rate of pay for the number of weeks of notice still owing.

**26.3 Employee leaving during notice period**

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Employee 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.

**26.4 Job search entitlement**

- (a) An Employee 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. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- (b) Notice of termination is provided for in the NES and is accordance with the following table:

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

|   | <b>Employee's period of continuous service with the employer at the end of the day the notice is given</b> | <b>Period</b> |
|---|--|---------------|
| 1 | Not more than 1 year   | 1 week        |
| 2 | More than 1 year but not more than 3 years   | 2 weeks       |
| 3 | More than 3 years but not more than 5 years  | 3 weeks       |
| 4 | More than 5 years  | 4 weeks       |

- (c) At the request of the Employer, the Employee must produce proof of attendance at an interview.

**26.5 Part-time Teachers**

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

**27. Payment of wages**

- 27.1** Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis. The Employer will bear no responsibility for disruptions to payments caused by any financial institution.

**28. Superannuation**

**28.1 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 employers and employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund the Employer will use either the NGS Super, or the Christian Schools Superannuation Fund (or their successors) as the default funds.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

**28.2 Employer contributions**

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

### **28.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl. 28.2.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under cl. 28.3(a) or cl. 28.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl. 28.3(a) or cl. 28.3(b) was made.

### **28.4 Superannuation fund**

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl. 28.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in cl. 28.2 and pay the amount authorised under cl. 28.3(a) and cl. 28.3(b) to the school's default fund or their successors, provided that the Employer is not required to become a participating employer.

## **29. Accident Compensation and Accident Make Up Pay**

### **29.1 Entitlement to accident make-up pay:**

- (a) Subject to cl. 29.1(b), where an Employee becomes entitled to compensation payments under the WIRC Act, the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:
  - (i) the amount of compensation payable under the WIRC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and
  - (ii) the amount that would have been payable under the Agreement (including the Employee's entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.
- (b) Accident make-up pay will be paid for a maximum of 39 weeks, inclusive of non-term weeks, in respect of the same injury.

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

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



**29.3 Accrual of entitlements during accident make-up pay**

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

- (a) annual leave; or
- (b) paid personal leave.

**29.4 Accident make-up pay ceases**

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

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

## Part 4 - Conditions for Teachers

### 30. Types of employment

30.1 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.

### 30.2 Terms of engagement

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement (Refer to Schedules A.1.4 and B.1). For a part-time Teacher, the letter of appointment will include the Teacher's approximate teaching load expressed as a percentage of a full-time load in the school and that their extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- (b) Where the Employer engages the Teacher on a fixed term basis, the letter of appointment will state the reason the employment is fixed term, and the period of the employment.

### 30.3 Full-time employment

A full-time Teacher is engaged to work an average of 38 ordinary hours per week averaged over a school year.

### 30.4 Part-time employment

- (a) A part-time Teacher is engaged to work up to 90% of, the hours of a full-time Teacher in the school.
- (b) Where the Employer requires a Teacher to work more than 90%, the Teacher will be considered full-time and remunerated accordingly.
- (c) Where the Teacher requests to work more than 90%, the Teacher will be considered part-time and paid for the actual hours worked.
- (d) A part-time Teacher is entitled to the benefits 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 from time to

time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the school, children's service or early childhood education service.

- (e) Teaching load and days of attendance during term weeks may be varied by mutual consent between the Employer and the Teacher at any time.
- (f) If the Employer requires the attendance of a part-time Teacher at scheduled induction events and professional development and training activities held on days other than their normal work-days they will be paid for that time at their normal pay rate.
- (g) The Employer may vary the hours where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer by providing seven weeks' notice in writing in the case of a Teacher or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.
- (h) If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of cl. 26 – Redundancy.

### **30.5 Casual employment**

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.
- (b) A casual engagement may be extended up to a period of one school term by agreement between the Employer and a casual Teacher.
- (c) The rates of pay for a casual Teacher are contained in Schedule B cl. B.6.
- (d) A casual Teacher is not entitled to any of the following benefits under this Agreement:
  - (i) notice of termination of employment
  - (ii) redundancy
  - (iii) remuneration packaging
  - (iv) annual leave
  - (v) annual leave loading
  - (vi) public holidays
  - (vii) paid personal leave
  - (viii) paid compassionate leave
  - (ix) parental allowance

- (x) accident make-up pay
- (xi) pro rata payment of salary inclusive of annual leave
- (xii) infectious diseases leave
- (xiii) qualification conferral leave

**30.6 Fixed term employment**

A Teacher may be employed for a fixed period of time up to 12 months 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;
- (c) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school 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; or;
- (d) enable the Employer to temporarily fill a role where the available candidates do not fulfil all of the College's normal selection criteria.

**31. Ordinary hours of work**

**31.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.

**31.2** The ordinary hours of a Teacher may be averaged over a 12-month period.

**31.3** The ordinary hours of work for a Teacher during term weeks are variable. In return, a teacher is not required to attend during non-term weeks save for circumstances such as:

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

**31.4** The Employer will provide written notice of the term weeks and non-term weeks, six months in advance of their calendar date.

**31.5** The annual salary and any applicable allowances payable 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.

**32. Classifications**

The Employer will classify a Teacher in accordance with Schedule A - Teacher Classifications.

**33. Salary**

The minimum rates of pay for a full-time Teacher are provided by Schedule B - Teacher Salaries.

**34. Allowances**

Schedule C - Teacher Allowances specifies the allowances available under this Agreement.

**35. Breaks**

**35.1** A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.

**35.2** A meal or meal allowance will be provided for a Teacher requested to attend evenings for reporting, information, presentations and productions, provided they are working at the school on the afternoon of the day in question. A meal allowance is \$14.98.

**36. Annual leave**

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

**36.2 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 School year, unless otherwise agreed with the Employer.

**36.3 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 Employer.

**37. Pro rata payment of salary inclusive of annual leave**

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

**37.2 Termination of employment**

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

**37.3 Teachers who commence employment after the commencement of the school year**

A Teacher who commences employment after the usual date of commencement at a School in any School 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 school year and will not receive any salary or other payment until the commencement of the next school year.

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

**37.5 Calculation of payments**

$$P = \frac{s \times c}{b} - d$$

P is the payment due

s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.

- b is the number of Term weeks, or part thereof in the School year
- c is the number of Non-term weeks, or part thereof, in the School year
- d is the salary paid in respect of Non-term weeks (or part thereof) in the School year that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

**37.6** For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer;
- (b) **Teacher** means a Teacher other than a casual Teacher.

**37.7** The formula in cl. 37.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school-in which the formula is applied.

### **38. Annual leave loading**

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

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

- (a) with the first salary payment in December of that School Year at the rate of pay applicable on 1 December of that School Year; or
- (b) on the termination of employment by either party.

**38.3** Leave loading is to be calculated using the following formula:

[Weekly salary x 4 x 17.5%] x term weeks worked by the Teacher in that School Year

Total term weeks in that School Year

### **39. Termination of employment**

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

**39.2 Notice of termination by Employer**

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 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.

**39.3 Notice of termination by Teacher**

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

**39.4 Job search entitlement**

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment (Refer to cl. 26.4(b)). The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

**39.5 Statement of service**

Upon the termination of employment of an Employee the Employer will provide upon the request of the Employee, a statement of service setting out:

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



## Part 5 - Conditions for General Staff

### 40. Types of employment

40.1 General Staff Employees will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

40.2 At the time of engagement, an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis and the Employee's classification.

### 40.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to cl. 41—Ordinary hours of work.

### 40.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Employee will work.
- (e) The terms of the agreement in clause (d) above may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

### 40.5 Casual employment

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee is not entitled to any of the following benefits under this Agreement:

- i. notice of termination of employment
- ii. redundancy
- iii. remuneration packaging
- iv. annual leave
- v. leave loading
- vi. paid personal leave
- vii. paid compassionate leave
- viii. parental allowance
- ix. accident make-up pay

**41. Ordinary hours of work**

**41.1** Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with cl. 37 – Types of employment.

**41.2** The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a Curriculum/resources services Employee employed in outdoor education whose hours of work may be averaged over a period of up to 12 months. The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

- (a)** On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
  - (i)** Classroom support services;
  - (ii)** Curriculum/education resources;
  - (iii)** Wellbeing services;
  - (iv)** School administration services; or
  - (v)** School operational services—retail Employees only.
- (b)** On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services Employees in the following groups:
  - (i)** Construction, plumbing, carpentry, painting and other trades;
  - (ii)** Cleaning, maintenance, school facilities management; or
  - (iii)** Bus driving/non-trade vehicle maintenance.

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
  - (i) Preschool/childcare/out of school hours care services; or
  - (ii) Nursing services.
- (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming Employees.
- (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:
  - (i) Curriculum/education resources—outdoor education only.
- (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for the following Employees:
  - (i) School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

**41.3** An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

- (a) Where the Employee's hours are averaged:
  - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl. 41.2, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
  - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b) Where the Employee's hours are not averaged:
  - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl. 41.2, and do not result in the Employee working more than eight hours on that day; and
  - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- (c) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

**41.4 Breaks between periods of duty**

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in cl. 41.4(a) and (b) do not apply to:
  - (i) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - (ii) an Employee who is attending a school camp or excursion; or
  - (iii) an Employee working a broken shift.

**42. Classifications**

- 42.1** An Employee must be classified in accordance with the classification structure set out in Schedule D - General Staff Classifications and paid not less than the salary specified for that classification in accordance with Schedule E - General Staff Salaries.
- 42.2** The Employer must advise the Employee of the Employee's classification, and any changes to the classification, in writing.

**43. Salary**

The Employer will pay an adult Employee not less than the salary specified for the Employee's classification in Schedule E - General Staff Salaries.

**44. Allowances**

Schedule F – General Staff Allowances specifies the allowances available under this Agreement.

**45. Annual leave loading**

(a) During a period of annual leave, an Employee will receive a loading calculated on the rate of pay prescribed in Schedule A of this Agreement. Annual leave loading is payable on leave accrued on the following bases:

- (i) Employees who would have worked on day work only had they not been on leave - 17.5% of their ordinary rate of pay.
- (ii) Employees who would have worked on shift work had they not been on leave - 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.

(b) the Employer will pay:

- (i) annual leave loading in respect of the School Year to the Employee with the first salary payment in December of that School Year at the rate of pay applicable on 1 December of that School Year; or
- (ii) on termination of employment

**46. Leave without pay during non-term weeks**

**46.1 Arrangements**

An Employee may be required to take leave without pay during non-term weeks, provided that:

- (a) the Employee's contract of employment specifies the arrangement in writing;
- (b) the Employer and Employee may agree in writing at any time to this arrangement to meet the operational requirements of the Employer or the personal circumstances of the Employee;
- (c) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (d) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time,

part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and

- (e) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

**46.2 Calculating annual salary for an Employee on leave without pay during non-term weeks**

- (a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.
- (b) The adjusted annual salary for an Employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks' annual leave} + P}{52.18}$$

Where:

**A** means the Employee's adjusted annual salary

**C** means the annual salary (as contained in clause Schedule E for the Employee's classification

**P** means public holidays that fall in the relevant non-term week period

**Working weeks** means the number of weeks that the Employee is required to work

- (c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

**47. Annualised salaries**

**47.1** The Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of this Agreement:

- (a) Schedule E — General Staff Salaries;
- (b) cl. 51 to 53 — Shift work, penalty rates and overtime; and
- (c) cl. 45 - Annual leave loading.

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- 47.2** Where an annual salary is paid the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.
- 47.3** An annual salary is not to disadvantage Employees. The annual salary must be no less than the amount the Employee would have received under Schedule E for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- 47.4** The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the agreement provisions which are satisfied by the payment of the annual salary.
- 47.5** Base rate of pay: For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule E and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.
- 48. Higher duties**
- 48.1** The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.
- 48.2** Subject to cl. 48.3 where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 48.3** Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 49. Termination of employment**
- 49.1** (a) Notice of termination is provided for in the NES (Refer to cl. 26.4(b)).
- (b) A General Staff Employee is entitled to additional notice of one week if the Employee is over 45 years old and has completed at least 2 years of continuous service with the Employer at the end of the day the notice is given.

**49.2 Notice of termination by an Employee**

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

**49.3 Job search entitlement**

Where an Employer has given notice of termination to an Employee, an Employee 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 Employee after consultation with the Employer.

**50. Breaks**

**50.1 Meal break**

The Employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an Employee who is engaged or rostered to work for more than five hours on a day. Such meal break will start no later than five hours after the Employee commenced work on that day.

**50.2 Rest break**

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

**51. Shiftwork**

**51.1 Ordinary hours for shiftwork**

The ordinary hours for shiftwork will:



- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl. 51.4.

#### **51.2 Definitions**

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl. 41.2;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl. 41.2; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

#### **51.3 Broken shifts**

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

#### **51.4 Rostering**

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl. 52—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.

- (d) Notwithstanding cl. 51.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

## **52. Penalty rates**

### **52.1 Shiftwork**

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

### **52.2 Saturday and Sunday work**

- (a) An Employee other than an Employee covered by cl. 52.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
  - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
  - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services Employee in the cooking/catering group rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

- 52.3** The penalty rates within this clause and in cl. 53—Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

**53. Overtime**

**53.1 Overtime rates**

- (a) An Employee will be paid overtime for all work authorised by the Employer and performed outside of or in excess of the ordinary or rostered hours as follows:

| <b>Time worked</b> | <b>Overtime rate</b>   |
|--------------------|--|
| Monday–Saturday    | 150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that |
| Sunday             | 200% of the ordinary hourly rate of pay  |
| Public holidays    | 250% of the ordinary hourly rate of pay  |

- (b) Except that a Nursing services Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.

**53.2 Time off instead of overtime payment**

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

**53.3 Make-up time**

An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided for.

## Schedule A— Teacher Classifications

### A.1 Duties of Teacher

- A.1.1** 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.
- A.1.2** The duties of a Teacher include cooperation and compliance with operational policies of the school and the Employer's programs of induction. Such policies are not incorporated into and do not form part of this Agreement.
- A.1.3** For the purposes of determining a Teacher's regular work load of 'face to face' teaching, all Employer requested and timetabled sessions of subject teaching, pastoral care, assemblies, enrichment and co-curricular classes will be included.
- A.1.4** A full time teacher's regular work load of 'face to face' teaching will be up to:
1. 22 h/w in the Primary School
  2. 20 h/w in the Secondary School
- A.1.5** A secondary Teacher employed with a full 'face to face' teaching load may be required to teach up to 20 additional class sessions (extras) per School Year, which are limited to 5 extras per term, unless otherwise agreed between the Employer and the Teacher. Extras are not defined as such in cases where a class is taken in lieu of one lost, replaced or reallocated. In addition, a full-time secondary Teacher employed with less than a full 'face to face' teaching load may be required to teach additional classes equal to the under-allocation on a fortnightly basis.
- A.1.6** A new graduate Teacher will have a reduced teaching load equivalent to two teaching periods per week in their first year of teaching.
- A.1.7** Class sizes will be capped at 27 students except that class sizes in the Preparatory year and VCE years will be capped at 25 students. A Teacher may consent to additional students in a particular class.
- A.1.8** Attendance at scheduled school (section, general, curriculum, business) meetings adjacent to the school day will not exceed 3 hours per week in total unless by mutual agreement. Scheduled school meetings exclude Open Days and Parent/Teacher evenings of any type, including evenings for reporting, information, presentations and productions.
- A.1.9** Unless by mutual consent, school section meetings adjacent to a school day will not be held in the weeks
- (a)** a school section conducts evenings for reporting, information, presentations and productions;

**(b)** where Open Days are held on weekdays outside of normal working hours.

**A.1.10** A Teacher is required to attend up to two Open Days per School Year which may be scheduled on weekdays, weekday evenings and Saturdays, unless granted Exemption by the Principal.

**A.2 Recognition of previous service**

**A.2.1** On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule B, according to qualifications and years of teaching experience. **Teaching experience** does not include employment as a Teacher in a TAFE program (unless the Teacher is employed to teach VCE studies, a Vocational and Educational Training (VET) program) or in an English Language School or Special Education setting.

**A.2.2** In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

**A.3 Evidence of qualifications**

**A.3.1** The Employer may require that the Teacher provide documentary evidence of qualifications and associated transcripts, and teaching experience. The Employer may decline to recognize the relevant qualification or experience until such evidence is provided.

**A.4 Progression**

**A.4.1** A Teacher who is four year trained will commence on Level 1 of the salary scale in Schedule B and progress according to normal years of service to Level 11

**A.4.2** A Teacher who is five year trained will commence on Level 2 of the salary scale in Schedule B and progress according to normal years of service to Level 11 of the scale.

**A.4.3** Salary increments for a full time Teacher will normally apply from the anniversary of employment except where stated otherwise in a letter of employment.

**A.4.4** Unless otherwise stated in a letter of employment, a part time Teacher will be eligible for an annual increment from the anniversary of their employment provided their average teaching load is 40% or greater. Otherwise, an increment will be paid on the anniversary of two years of service. Other entitlements accrue on a pro-rata basis.

**A.4.5** An additional salary increment may be approved by the Principal upon a Teacher's satisfactory completion of an approved course of study, provided the Employer requested the course of study be undertaken.

## Schedule B— Teacher Salaries

**B.1** The salary for a full-time Teacher will be determined in accordance with the provisions of Schedule A, and will be not less than prescribed by the following table.

| Level | 2016<br>\$ | 2017<br>\$ | 2018<br>\$ | 2019<br>\$ |
|-------|------------|------------|------------|------------|
| 1     | 64,375     | 65,984     | 67,733     | 69,596     |
| 2     | 65,611     | 67,251     | 69,033     | 70,931     |
| 3     | 67,774     | 69,468     | 71,309     | 73,270     |
| 4     | 70,555     | 72,319     | 74,235     | 76,276     |
| 5     | 72,873     | 74,695     | 76,674     | 78,783     |
| 6     | 75,353     | 77,237     | 79,284     | 81,464     |
| 7     | 77,868     | 79,815     | 81,930     | 84,183     |
| 8     | 80,598     | 82,613     | 84,802     | 87,134     |
| 9     | 83,597     | 85,687     | 87,958     | 90,377     |
| 10    | 88,683     | 90,900     | 93,309     | 95,875     |
| 11    | 97,232     | 99,663     | 102,304    | 105,117    |

**B.2** New annual salaries will be paid from the date listed on the College calendar as the date of *'return to work'*.

**B.3** The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

**B.4 Annual Leave Loading**

The annual salary in B.1 does not include annual leave loading.

**B.5 Part-time Teacher**

**B.5.1** A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of Schedule B.

**B.5.2** A part-time Teacher required to work additional hours on a day he or she would not ordinarily work in a casual or relief role will be paid casual rates for such work.

**B.5.3** A part-time Teacher required to work additional hours on a day he or she ordinarily works will be paid as a casual Teacher in accordance with Sch.B.6.2.

**B.6 Casual Teacher**

**B.6.1** The salary payable to a casual Teacher will be no less than that provided for under the *Educational Services (Teachers) Award 2010* for the Teachers classification as varied from time to time by the FWC.

**B.6.2** Provided that a casual Teacher in a school will be paid for a minimum of half a day; where a day is the usual required attendance time for a Teacher at that school and a half day is half the usual required attendance time.

## Schedule C— Teacher Allowances

### C.1 Position of Responsibility (POR)

#### C.1.1 Eligibility

- (a) A POR allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.
- (b) An allowance is linked to a position of responsibility rather than tied to an individual Teacher. If a teacher holding a POR takes a continuous period of personal leave in excess of four weeks that necessitates a replacement to the POR, the allowance will not be paid to the teacher on leave after a specified period until they resume their normal attendance in the role at the work place. The specified period will be calculated as 4 weeks plus an additional 2 weeks for each completed year of service in the current POR. The specified period will be capped at 24 weeks.
- (c) The Principal determines who holds a position that is eligible for an allowance.

#### C.1.2 Notification

- (a) 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.
- (b) The Principal will advise the Teacher of the level to which the position equates.

#### C.1.3 Level of responsibility

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

Level 2                      Positions of responsibility such as the management of a major department or a pastoral care or educational leadership position of equivalent status.

Level 1                      Positions of responsibility such as small learning area department heads, additional responsibilities such sports coordination or similar responsibilities.

- C.1.4 The assignment of a position to a particular level in this clause will reflect the complexity of task and graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level 2 being the most significant level of responsibility.



**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

**C.1.5** Some positions of responsibility will attract a time allowance only.

**C.1.6** Amount

**(a)** The following differentiated allowances apply p.a.

| <b>Level 1</b> | <b>Amount<br/>\$</b> | <b>Level 2</b> | <b>Amount<br/>\$</b> |
|----------------|----------------------|----------------|----------------------|
| 1.1            | 0                    | 2.1            | 7000                 |
| 1.2            | 1000                 | 2.2            | 8000                 |
| 1.3            | 2000                 | 2.3            | 9000                 |
| 1.4            | 3000                 | 2.4            | 10000                |
| 1.5            | 4000                 | 2.5            | 11000                |
| 1.6            | 5000                 | 2.6            | 12000                |
| 1.7            | 6000                 | 2.7            | 13000                |
| 1.8            | 7000                 | 2.8            | 14000                |

**(b)** Where a position of responsibility is shared, the allowances will also be shared.

**C.2 Vehicle allowance**

**C.2.1** A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties is entitled to payment based on the Australian Taxation Office's cents per kilometre method, with a maximum payment of up to 400 kilometres per week.

**C.3 Overnight Excursion Allowance:**

An allowance of \$65/night will be paid to a teacher required by the Employer to attend an over-night excursion with duty of care responsibilities.

## Schedule D— General Staff Classifications

### D.1 Definitions

#### D.1.1 Definition 1: Supervision

**Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

**Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

**General direction:** direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

**Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

#### D.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

**(a) Year 12**

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

**(b) Trade certificate**

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

**(c) Post-trade certificate**

A course of study over and above a trade certificate and less than a Certificate IV.

**(d) Certificates I and II**

Courses that recognize basic vocational skills and knowledge, without a Year 12 prerequisite.

**(e) Certificate III**

A course that provides a range of well-developed skills and is comparable to a trade certificate.

**(f) Certificate IV**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

**(g) Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

**(h) Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

**(i) Degree**

A recognized degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.

**(j) Postgraduate degree**

A recognized postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognized qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognized. The above definitions also include equivalent recognized overseas qualifications.

**D.1.3 Definition 3: Classification dimensions**

**(a) Competency**

The skill, complexity and responsibility of tasks typically required at each classification level.

**(b) Judgment, independence and problem solving**

Judgment is the ability to make sound decisions, recognizing the consequences of decisions taken or actions performed. Independence is the

extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

**(c) Level of supervision**

This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.

**(d) Training level or qualifications**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

**D.2 Classifications**

**D.2.1 Level 1**

An Employee at this level will learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are required and utilized by the Employer, classification to a higher level within the structure may be possible.

**(a) Competency**

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

**(b) Judgment, independence and problem solving**

The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.

**(c) Level of supervision**

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

**(d) Training level or qualifications**

An Employee is not required to have formal qualifications or work experience upon engagement. An Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

**(e) Typical activities**

**(i) Classroom support services grade 1**

- Providing general assistance of a supportive nature to Teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a Teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting Teachers with the care of students on school excursions, sports days and other classroom activities
- *Occupational equivalent:* Teacher aide/assistant, integration aide/assistant

**(ii) Preschool/childcare services grade 1**

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children

- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening
- *Occupational equivalent:* childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant

**(iii) School administration services grade 1**

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

**(iv) School operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Performing general laundry duties
- Performing general house assistant duties in a boarding house, such as cleaning
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

**D.2.2 Level 2**

An Employee at this level performs work above and beyond the skills of an Employee at Level 1.

**(a) Competency**

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the

choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

**(b) Judgment, independence and problem solving**

- (i) Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- (ii) An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**(c) Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where Employees are working alone, less direct guidance and some autonomy may be involved.

**(d) Training level or qualifications**

Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

**(e) Typical activities**

**(i) Classroom support services grade 2**

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* Teacher aide/assistant, integration aide/assistant

**(ii) Curriculum/resources services grade 1**

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks



**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials

- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

**(iii) Preschool/childcare services grade 2**

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- *Occupational equivalent:* childcare assistant

**(iv) Wellbeing services grade 1**

- Providing first aid services, as the designated first aid officer in the school
- *Occupational equivalent:* first aid officer

**(v) School administration services grade 2**

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- *Occupational equivalent:* clerical assistant

**(vi) School operational services grade 2**

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures

- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent*: non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

### **D.2.3 Level 3**

An Employee at this level performs work above and beyond the skills of an Employee at Level 2.

#### **(a) Competency**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

#### **(b) Judgment, independence and problem solving**

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

#### **(c) Level of supervision**

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required. When Employees are working alone, they may work semi-autonomously.

#### **(d) Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience;  
or
- (iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

**(e) Typical activities**

**(i) Classroom support services grade 3**

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a Teacher, of the learning needs of students
- *Occupational equivalent:* student services co-ordinator

**(ii) Curriculum/resources services grade 2**

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- Teaching audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with Teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

**(iii) Preschool/childcare services grade 3**

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained Employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- *Occupational equivalent:* childcare assistant

**(iv) School administration services grade 3**

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- Managing enquiries from students, parents, Employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

**(v) School operational services grade 3**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of Employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases, this will involve familiarity with the work of other trades or require further training.

- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property
- *Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

#### **D.2.4 Level 4**

An Employee at this level performs work above and beyond the skills of an Employee at Level 3.

##### **(a) Competency**

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

##### **(b) Judgment, independence and problem solving**

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The Employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

##### **(c) Level of supervision**

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

##### **(d) Training level or qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience;  
or
- (v) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Curriculum/resources services grade 3**

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with Teachers on curriculum matters
- Assisting careers advisor/counsellor
- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

**(ii) Preschool/childcare services grade 3A**

- Exercises similar responsibilities as a grade 3 but an Employee at this level has a Diploma in Children's Services.
- *Occupational equivalent:* childcare assistant

**(iii) Boarding supervision services grade 3**

- Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding supervision Employees



**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- *Occupational equivalent:* boarding house supervisor, manager or co-ordinator

**(iv) Wellbeing services grade 2**

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent:* youth welfare officer

**(v) School administration services grade 4**

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), Principal's secretary, school development officer

**(vi) School operational services grade 4**

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- *Occupational equivalent*: advanced tradesperson, head grounds person (medium or large school)

**D.2.5 Level 5**

An Employee at this level performs work above and beyond the skills of an Employee at Level 4.

**(a) Competency**

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

**(b) Judgment, independence and problem solving**

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

**(c) Level of supervision**

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

**(d) Training level or qualifications**

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i)** completion of a degree without subsequent relevant work experience;

- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Curriculum/resources services grade 4**

- Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
- *Occupational equivalent:* professional assistant

**(ii) Preschool/childcare services grade 4**

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level Employees
- Ensuring a safe environment is maintained for children and Employees
- Ensuring that records are maintained accurately for each child in the Employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- *Occupational equivalent:* childcare assistant

**(iii) School administration services grade 5**

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions

- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- *Occupational equivalent:* human resources officer, office supervisor (large school), school development officer

**(iv) School operational services grade 5**

- Managing a range of functions
- *Occupational equivalent:* assistant property manager (large school), property manager (medium school)

**D.2.6 Level 6**

An Employee at this level performs work above and beyond the skills of an Employee at Level 5.

**(a) Competency**

- (i)** Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii)** Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii)** Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv)** Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v)** Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have

the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

**(b) Judgment, independence and problem solving**

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

**(c) Level of supervision**

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general Employees. Supervision is present to review established objectives.

**(d) Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Preschool/childcare services grade 5**

- *Occupational equivalent*: operating as the assistant director:
- Responsibility for co-ordinating and directing the activities of Employees, including the Employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training

- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- *Occupational equivalent:* operating as the co-ordinator:
- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising Employees, trainees and students on placement and assisting in administrative functions

**(ii) Wellbeing services grade 3**

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- *Occupational equivalent:* psychologist, speech therapist, occupational therapist

**(iii) Nursing services grade 1**

- Providing primary nursing care with its associated administrative responsibilities
- *Occupational equivalent:* school nurse

**(iv) School administration services grade 6**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the Employee's area of expertise
- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent:* public relations manager/director, school development manager

**(v) School operational services grade 6**

- Managing a range of functions
- *Occupational equivalent:* property manager

## D.2.7 Level 7

An Employee at this level performs work above and beyond the skills of an Employee at Level 6.

### (a) Competency

- (i) Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognized authority in a specialised area.

### (b) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of Employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

### (c) Level of supervision

Broad direction. May manage other Employees including general Employees.

### (d) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

### (e) Typical activities

#### (i) Preschool/childcare services grade 6

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

- Supervising the implementation of developmentally appropriate programs for children
- Recruiting staff in accordance with relevant regulations, as directed by the Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to Employees
- Developing and maintaining policies and practices for the facility
- *Occupational equivalent:* childcare centre director

**(ii) Wellbeing services grade 4**

- Managing counselling services with more than one psychologist under supervision
- *Occupational equivalent:* head of school counselling (small or medium school), senior therapist

**(iii) Nursing services grade 2**

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- *Occupational equivalent:* school nurse

**(iv) School administration services grade 7**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the Principal or the business manager
- Managing the school's financial system



- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent*: information technology manager (medium school)

#### **D.2.8 Level 8**

An Employee at this level performs work above and beyond the skills of an Employee at Level 7.

##### **(a) Competency**

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

##### **(b) Judgment, independence and problem solving**

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

##### **(c) Level of supervision**

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

##### **(d) Training level or qualifications**

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

##### **(e) Typical activities**

###### **(i) Preschool/childcare services grade 6**

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

**(ii) Wellbeing services grade 5**

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

**(iii) Nursing services grade 3**

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other Employees of the school's health service
- *Occupational equivalent:* nurse in charge

**(iv) School administration services grade 8**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school)

**D.3** The duties of all General Staff include cooperation and compliance with operational policies of the School. The operational policies of the School do not form part of and are not incorporated into this Agreement.

## Schedule E— General Staff Salaries

### E.1.1 Annual rates of pay

The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee’s classification prescribed by the following table.

| Classification Level | 2016 \$ | 2017 \$ | 2018 \$ | 2019 \$ |
|----------------------|---------|---------|---------|---------|
| <b>Level 1</b>       |         |         |         |         |
| 1.1                  | 40,518  | 41,531  | 42,632  | 43,804  |
| 1.2                  | 41,644  | 42,685  | 43,816  | 45,021  |
| 1.3                  | 43,332  | 44,415  | 45,592  | 46,846  |
| <b>Level 2</b>       |         |         |         |         |
| 2.1                  | 46,146  | 47,300  | 48,553  | 49,888  |
| 2.2                  | 47,272  | 48,454  | 49,738  | 51,106  |
| 2.3                  | 48,410  | 49,620  | 50,935  | 52,336  |
| <b>Level 3</b>       |         |         |         |         |
| 3.1                  | 48,397  | 49,607  | 50,922  | 52,322  |
| 3.2                  | 49,522  | 50,760  | 52,105  | 53,538  |
| 3.3                  | 50,676  | 51,943  | 53,319  | 54,785  |
| <b>Level 4</b>       |         |         |         |         |
| 4.1                  | 51,773  | 53,067  | 54,473  | 55,971  |
| 4.2                  | 54,025  | 55,376  | 56,843  | 58,406  |
| 4.3                  | 56,373  | 57,782  | 59,313  | 60,944  |
| <b>Level 5</b>       |         |         |         |         |
| 5.1                  | 56,275  | 57,682  | 59,211  | 60,839  |
| 5.2                  | 59,652  | 61,143  | 62,763  | 64,489  |
| 5.3                  | 63,232  | 64,813  | 66,531  | 68,361  |
| <b>Level 6</b>       |         |         |         |         |
| 6.1                  | 61,903  | 63,451  | 65,132  | 66,923  |
| 6.2                  | 66,405  | 68,065  | 69,869  | 71,790  |
| 6.3                  | 71,235  | 73,016  | 74,951  | 77,012  |
| <b>Level 7</b>       |         |         |         |         |
| 7.1                  | 68,656  | 70,372  | 72,237  | 74,224  |

**Plenty Valley Christian College  
Enterprise Agreement 2017-2019**

|                |        |        |        |        |
|----------------|--------|--------|--------|--------|
| 7.2            | 73,158 | 74,987 | 76,974 | 79,091 |
| 7.3            | 76,534 | 78,447 | 80,526 | 82,740 |
| <b>Level 8</b> |        |        |        |        |
| 8.1            | 78,786 | 80,756 | 82,896 | 85,176 |
| 8.2            | 82,423 | 84,484 | 86,723 | 89,108 |
| 8.3            | 87,367 | 89,551 | 91,924 | 94,452 |

**E.1.2** New annual salaries will be paid from the date listed on the College calendar as the date of 'return to work'.

**E.1.3 Incremental progression**

- (a) An Employee will be eligible for movement to the next highest pay point within the classification level on the 12 month anniversary of their employment.
- (b) Any required performance review within a classification will be specified in a letter of appointment.
- (c) Movement to the next pay point within a classification level will occur unless performance against the relevant classification descriptors has been deemed unsatisfactory.

**E.1.4 Junior Employees**

A junior Employee is to be paid at the following percentage of the appropriate adult rate for the position performed.

| <b>Age</b>            | <b>% of adult rate</b> |
|-----------------------|------------------------|
| Under 17 years of age | 50                     |
| 17 years of age       | 60                     |
| 18 years of age       | 70                     |
| 19 years of age       | 80                     |
| 20 years of age       | 90                     |

## Schedule F— General Staff Allowances

### F.1 First aid allowance

#### F.1.1 Application

An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognized first aid qualification, will be paid an allowance of:

- (a) 1.65% of the standard rate per annum; or
- (b) 1/240th of the allowance in cl. F.1.1(a), if designated on a per day basis.

#### F.1.2 Excluded Employees

This allowance does not apply to:

- (a) a nurse;
- (b) an Employee employed exclusively as a first aid officer; or
- (c) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

### F.2 Meal allowance

Where an Employer requires an Employee:

**F.2.1** to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- (a) if an Employee could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$14.98 to the Employee,

### F.3 On call and recall allowance

#### F.3.1 On call allowance

An on call allowance will be paid to an Employee who is required by an Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

#### F.3.2 Recall allowance

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

**F.3.3 Exceptions**

The on call and recall allowances do not apply to:

- (a) an Employee paid a sleepover allowance; or
- (b) an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive use at no cost to the Employee.

**F.4 Tool allowance**

Where an Employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid \$14.96 per week (except for a carpenter or joiner who must be paid \$28.32 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage of this allowance.

**F.5 Uniform/protective clothing allowance**

**F.5.1** Where an Employer requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will:

- (a) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (b) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or
- (c) reimburse the Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the Employer does not launder the items.

**F.5.2** Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

**F.6 Vehicle allowance**

**F.6.1** An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties is entitled to payment based on the Australian Taxation Office's cents per kilometre method, with a maximum payment of up to 400 kilometres per week.

**F.6.2** Where the Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.

**F.7** Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

| <b>Allowance</b>                      | <b>Applicable Consumer Price Index figure</b>                             |
|---------------------------------------|---|
| Meal allowance                        | Take away and fast foods sub-group  |
| Tool allowance                        | Tools component of the household appliances, utensils and tools sub-group |
| Uniform/protective clothing allowance | Clothing and footwear group   |

Plenty Valley Christian College  
Enterprise Agreement 2017-2019

EXECUTED as an agreement this 16<sup>th</sup> day of DECEMBER 2016

**EMPLOYER REPRESENTATIVE**

Signed: 

Date: 16/12/16

Name in full (printed): DOUGLAS PECK

Position title: CEO/PRINCIPAL PVCC

Authority to sign explained: EMPLOYER

Address: PO BOX 317, DIAMOND CREEK 3089

Witnessed by: 

Witness name in full: MATTHEW DUKE

Witness address: 840 YAN YEAN RD, DOREEN VIC 3754

**EMPLOYEE REPRESENTATIVE**

Signed: 


Date: 16/12/16

Name in full (printed): Todd Sprague

Position title: ICT Staff

Authority to sign explained: EA Bargaining Representative

Address: 4 Eildon Circuit, South Morang, VIC 3752

Witnessed by: 

Witness name in full: PETER FREEMAN

Witness address: 12 NANDINA CRT MILLPARK 3082





6 March 2017

Commissioner Lee  
Fair Work Commission  
Via member.assist@fwc.gov.au

Dear Commissioner Lee

In relation to Matter AG 2016/7856 (Plenty Valley Christian College Enterprise Agreement 2017-2019) (the Agreement), I confirm that:

1. Persons employed as teachers are entitled to notice of termination of employment in accordance with clauses 39.1 and 39.2 of the Agreement, which provide seven term weeks' notice, which is inclusive of the notice required by the National Employment Standards (NES).
2. Persons employed as general staff employees are entitled to notice of termination of employment in accordance with clause 49 of the Agreement, with:
  - a. clause 49.1(a) referring to clause 26.4(b), which contains the NES notice of termination of employment entitlement for a general staff employee aged under 45 years or a general staff employee who is over 45 years with less than two years of continuous service, and
  - b. clause 49.1(b), which states that a general staff employee is entitled to additional notice of one week if the employee is over 45 years and has completed at least two years of continuous service with the College at the end of the day that the notice is given.

On behalf of the College, I undertake to not apply clause 26.4(b) to persons employed as teachers.

I confirm that I have sought the views of the bargaining representatives.

Yours sincerely,

Matthew Duke  
Business Manager