DEcision

Fair Work Act 2009
s.185—Enterprise agreement

The Christian Community College Portland Ltd T/A Bayview College
(AG2015/1275)

BAYVIEW COLLEGE PORTLAND AGREEMENT 2013-2016

Educational services

COMMISSIONER BISSETT

MELBOURNE, 15 JUNE 2015

Application for approval of the Bayview College Portland Agreement 2013-2016.

[1] An application has been made for approval of an enterprise agreement known as the Bayview College Portland Agreement 2013-2016 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The Christian Community College Portland Ltd trading as Bayview College. The agreement is a single-enterprise agreement.

[2] In accordance with s.190 of the Act I sought an undertaking from the employer with respect to the Agreement. I have accepted the undertaking provided.

[3] In accordance with s.191(1) of the Act the undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached as an annexure to this decision.

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

[5] 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.

[6] The Agreement is approved and, in accordance with s.54(1) of the Act, will operate from 22 June 2015. The nominal expiry date of the Agreement is 31 December 2016.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE414331 PR568342>
ANNEXURE A

Bayview College

11 June 2015

Commissioner Bissett
Fair Work Commission
GPO Box 1994
Melbourne VIC 3001

Dear Commissioner

Re: Bayview College Portland Agreement 2013 - 2016

We confirm that the nominal expiry date put to our employees and subsequently voted upon was the 31st December 2016. This date was agreed to allow enough time for the next round of State and Catholic negotiations to be resolved, with the aim to match their pay and conditions in the next round of our negotiations.

In addition, we confirm that Bayview College undertakes that the dispute resolution procedure in clause 8 will also apply to matters arising under the National Employment Standards.

In relation to Long Service Leave (clause 31.1.2), Bayview College will comply with the Section 74 of the Long Service Leave Act 1992 and undertakes that no Long Service Leave will be paid in lieu of LSL being taken.

If you have any queries, please do not hesitate to call me on 03 5523 1042.

Yours sincerely,

Dr. Michelle Kearney
Principal

A Christian Community School - "We Care"
Bayview College A.B.N. 22 062 871 944, P.O. Box 594, Portland, VICTORIA 3305, Ph: 03 5523 1042 Fax: 03 5523 5429
Website: www.bayview.vic.edu.au
Bayview College Portland Agreement 2013-2016

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

PART 1  APPLICATION AND OPERATION OF AGREEMENT

1  TITLE

This Agreement is to be known as the Bayview College Portland Agreement 2013-2016 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the Fair Work Amendment Act 2013 (Cth).

2  ARRANGEMENT

This Agreement is arranged as follows.

<table>
<thead>
<tr>
<th>Part Title</th>
<th>Part Number</th>
<th>Clause Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application and Operation of Agreement</td>
<td>1</td>
<td>1 – 7</td>
</tr>
<tr>
<td>Employment Relationship</td>
<td>2</td>
<td>9 – 18</td>
</tr>
<tr>
<td>Classification and Remuneration</td>
<td>3</td>
<td>19 – 23</td>
</tr>
<tr>
<td>Leave and Other Absences</td>
<td>4</td>
<td>24 – 38</td>
</tr>
<tr>
<td>Termination of Employment and Related Matters</td>
<td>5</td>
<td>39 – 40</td>
</tr>
<tr>
<td>Other Provisions</td>
<td>6</td>
<td>10 – 43</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clause Title</th>
<th>Part Number</th>
<th>Clause Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident Make-Up Pay and Workers’ Compensation Payments</td>
<td>4</td>
<td>38</td>
</tr>
<tr>
<td>Additional Qualifications</td>
<td>4</td>
<td>36</td>
</tr>
<tr>
<td>Agreement Flexibility</td>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>Annual Leave</td>
<td>4</td>
<td>24</td>
</tr>
<tr>
<td>Annual Leave Loading</td>
<td>4</td>
<td>25</td>
</tr>
<tr>
<td>Arrangement</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Breakage and Loss</td>
<td>6</td>
<td>42</td>
</tr>
<tr>
<td>Classifications and Salaries</td>
<td>3</td>
<td>19</td>
</tr>
<tr>
<td>Commencement Date and Period of Operation</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Compassionate Leave</td>
<td>4</td>
<td>27</td>
</tr>
<tr>
<td>Consultation regarding Major Change to hours</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>Definitions</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Dispute Resolution Procedures</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>Examination Leave</td>
<td>4</td>
<td>34</td>
</tr>
<tr>
<td>Hours of Work (Teacher)</td>
<td>2</td>
<td>15</td>
</tr>
<tr>
<td>Hours of Work (Education Support Officer)</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>Infectious Diseases Leave</td>
<td>4</td>
<td>28</td>
</tr>
<tr>
<td>Jury Service Leave</td>
<td>4</td>
<td>37</td>
</tr>
<tr>
<td>Leave without Pay</td>
<td>4</td>
<td>33</td>
</tr>
<tr>
<td>Long Service Leave</td>
<td>4</td>
<td>31</td>
</tr>
<tr>
<td>Meal Allowance</td>
<td>6</td>
<td>41</td>
</tr>
<tr>
<td>Modes of Employment (Teacher)</td>
<td>2</td>
<td>11</td>
</tr>
<tr>
<td>Modes of Employment (Education Support Officer)</td>
<td>2</td>
<td>12</td>
</tr>
<tr>
<td>National Employment Standards</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Non Attendance Time (Teacher)</td>
<td>2</td>
<td>17</td>
</tr>
</tbody>
</table>
3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the first pay period commencing on or after the date of the notice approving the Agreement issued by Fair Work Australia.

3.2 The nominal expiry date of the Agreement is 4 years from the operative date

4 PARTIES BOUND

This Agreement binds:

i. the Employer; and
ii. Teachers, including Permission to Teach Teachers.
iii. Clerical and Support Employees.
5 **RELATIONSHIP TO AWARD**

This Agreement replaces the Award. The Fair Work legislation contains minimum terms ("AFPCS" until 31st December 2009 and "NES" from 1 January 2010) which cannot be excluded by any agreement.

6 **NATIONAL EMPLOYMENT STANDARDS**

6.1 To the extent that a term of this agreement is detrimental to an employee, in any respect, when compared to an entitlement of the employee under the National Employment Standards (NES), the term of this agreement has no effect.

6.2 Subclause 6.1 and the NES have no application to an employee covered by this agreement until 1 January 2010.

7 **DEFINITIONS**

<table>
<thead>
<tr>
<th>Act</th>
<th>means the <em>Workplace Relations Act</em> 1996 (Cth.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance Time</td>
<td>means all days of the School Year less the Non Attendance Time and the period of annual leave</td>
</tr>
<tr>
<td>Australian Fair Pay and Conditions Standard</td>
<td>means Part 7 (The Australian Fair Pay and Conditions Standard) of the <em>Workplace Relations Act</em> 1996 (Cth.)</td>
</tr>
<tr>
<td>Award</td>
<td>means the <em>Victorian Independent Schools - Teachers - Award 1998</em> or any other award applicable to any Employee immediately prior to the commencement of this Agreement means the <em>Victorian Independent Schools - School Assistants - Award 1998</em>, the <em>Victorian Independent Schools - Clerical/Administrative Employees - Award - 2004</em> or any other award applicable to any Employee immediately prior to the commencement of this Agreement</td>
</tr>
<tr>
<td>Basic Periodic Rate of Pay</td>
<td>means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (The Australian Fair Pay and Conditions Standard) of the <em>Workplace Relations Act</em> 1996 (Cth.)</td>
</tr>
<tr>
<td>Board</td>
<td>Bayview College Board</td>
</tr>
<tr>
<td>Casual Employee</td>
<td>means a person employed pursuant to subclause 11.4 or 12.4 (clause 11 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>College</td>
<td>means Bayview College</td>
</tr>
<tr>
<td>Commission</td>
<td>means the Australian Industrial Relations Commission</td>
</tr>
<tr>
<td>Continuity of Service</td>
<td>Continuity of service includes all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer’s leave and bereavement leave), long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the employee.</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person employed by the Employer</td>
</tr>
<tr>
<td><strong>Employer</strong></td>
<td>means The Christian Community College Portland Ltd, trading as Bayview College Portland A.B.N. 25 005 371 355</td>
</tr>
<tr>
<td><strong>Experience</strong></td>
<td>means experience after achieving the qualifications necessary and will be deemed to have commenced at the date on which a 'qualified' person first receives an appointment.</td>
</tr>
<tr>
<td><strong>Fair Work Legislation</strong></td>
<td>Means; Fair Work Amended Act and Regulations 20139; Fair Work (Transitional Provisions and Consequential Amendments) Act and Regulations 2009; Fair Work (Registered Organisations )Act and Regulations 2009</td>
</tr>
<tr>
<td><strong>Fixed Term Employee</strong></td>
<td>means a person employed pursuant to subclause 11.3 or 12.3 (clause 11, 12 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td><strong>Full Time Employee</strong></td>
<td>means a Employee employed pursuant to subclause 11.1 or 12.1 (clause 11, 12 – Modes of Employment) of this Agreement.</td>
</tr>
<tr>
<td><strong>Immediate Family</strong></td>
<td>means</td>
</tr>
<tr>
<td></td>
<td>• 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 lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and</td>
</tr>
<tr>
<td></td>
<td>• 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</td>
</tr>
<tr>
<td><strong>NEC</strong></td>
<td>Means Part 2-2 (National Employment Standards) of the Fair Work Amended Act 2013</td>
</tr>
<tr>
<td><strong>Non Attendance Time</strong></td>
<td>means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government employees (less 4 weeks’ annual leave)</td>
</tr>
<tr>
<td><strong>Part Time Employee</strong></td>
<td>means a person employed pursuant to subclause 11.2 or 12.2 (clause 11, 12 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td><strong>Permission to Teach Teacher</strong></td>
<td>means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and the person</td>
</tr>
<tr>
<td></td>
<td>i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or</td>
</tr>
<tr>
<td></td>
<td>ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or</td>
</tr>
<tr>
<td></td>
<td>iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or</td>
</tr>
<tr>
<td></td>
<td>iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (I July 2007 Permission to Teach Policy)</td>
</tr>
<tr>
<td><strong>Principal</strong></td>
<td>means Principal of Bayview College Portland or his or her nominee</td>
</tr>
</tbody>
</table>
| **Registered Health Practitioner** | means persons registered under the Health Professions Registration Act 2005 (Vic.), which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental
technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists, and psychologists

Hours of Work

Face to face teaching includes:

(i) all scheduled classes allocated to the teacher whether that class consists of a single student or a group of students

(ii) scheduled home room duties including care group

Ordinary Hours of work include:

(i) any scheduled school activity allocated to the teacher as arranged or agreed

(ii) Student assemblies and church services that occur during normal school hours.

School

means The Christian Community College Portland Ltd, trading as Bayview College.

School Officer

also means School Services Officer except where specifically mentioned in schedules

School Year

means the twelve months from the day that Employees are required to attend the School for the new educational year

Teacher

means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called

Victorian Institute of Teaching

means the statutory authority for the registration of teachers established pursuant to the Education and Training Reform Act 2006 (Vic.)

Term

is the Bayview College Portland school calendar term including required teaching attendance days.

8 DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising out of the Agreement that may be in dispute between the employer and a staff member as parties to the Agreement, except matters relating to the actual or threatened termination of employment of the staff member, the parties will undertake the following steps:

Step 1 Negotiation
Every attempt will be made to resolve the matter by confidential discussions between the employer and the staff member/s directly involved at the school. This does not preclude the right of either party to seek advice from outside the school, nor does it necessitate such an approach where this is impracticable.

Step 2 Conciliation
Where the matter is not resolved by Step 1, the employer of the staff member/s may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter in the strictest confidence.
Step 3 Mediation
Where the employer and the staff member/s are unable to resolve the matter, they may refer it to a mutually acceptable independent mediator for resolution. Either party may seek the assistance of a representative. All discussions will be conducted confidentially.

Step 4 Arbitration
If discussions at the workplace level do not resolve the dispute, a party to the dispute may, with notice to, and the consent of, the other party, refer the matter to Fair Work Australia.

Fair Work Australia may deal with the dispute in two stages:
(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
(b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
(i) arbitrate the dispute; and
(ii) make a determination that is binding on the parties.

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

While the parties are trying to resolve the dispute using the procedures in this policy:
(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) applicable occupational health and safety legislation would not permit the work to be performed; or
(iii) the work is not appropriate for the employee to perform; or
(iv) there are reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

In any matter other than arising from the agreement, only steps 1, 2 and 3 apply.

PART 2 EMPLOYMENT RELATIONSHIP

9 AGREEMENT FLEXIBILITY

9.1 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
(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
(c) the arrangement is genuinely agreed to by the Employer and Employee.

9.2 The Employer must ensure that the terms of the individual flexibility arrangement:
(a) are about permitted matters under section 172 of the Fair Work Amended Act 2013; and
(b) are not unlawful terms under section 194 of the Fair Work Amended Act 2013; and
(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

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

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

9.5 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 anytime.

10 CONSULTATION REGARDING MAJOR CHANGE OR CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

10.1 The provisions of this clause apply where:
(a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
(b) the change is likely to have a significant effect on Employees of the enterprise.

Major Change

10.2 The Employer must notify the relevant Employees of the decision to introduce the major change.

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

10.4 If:
(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
(b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

10.5 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.

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

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

10.8 If a clause in the 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 10.2, 10.3 and 10.5 are taken not to apply.

10.9 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.

Change to regular roster or ordinary hours of work

10.10 The employer must notify the relevant employees of the proposed change.

10.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

(a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
(b) The employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

10.12 As soon as practicable after proposing to introduce the change, 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) All relevant information about the change, including the nature of the change; and
   (ii) Information about what the employer reasonably believes will be the effects of the change on 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).

10.13 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
10.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

10.15 In this clause, relevant employees means the employees who may be affected by the major change or change to regular roster or ordinary hours of work.

11 MODES OF EMPLOYMENT (TEACHER)

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

11.1 Full Time Teachers
11.1.1 The Employer may engage a Teacher on a full time basis in accordance with this Agreement.

11.2 Part Time Teacher
11.2.1 The Employer may employ a Teacher on a part time basis in accordance with this Agreement.
11.2.2 Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken by the Part Time Teacher.
11.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in 11.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher’s face-to-face teaching hours are deemed to be 20 hours per week.

\[
\text{hours of face-to-face teaching} \times \frac{\text{annual salary}}{\text{hours of Full Time Teacher's face-to-face teaching}}
\]

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

11.3 Fixed Term Teacher
11.3.1 The Employer may employ a Teacher to work on a replacement basis or for a specified period of time as full time or part time:
(a) to replace one or more Teachers who are on leave;
(b) to undertake a specified project for which funding has been made available;
(c) to undertake a specified task which has a limited period of operation; or
(d) to replace a Teacher whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
11.3.2 A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.
11.3.3 Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher of:
(a) the reason for the fixed nature of the employment;
(b) the date of commencement of the employment;
(c) the benefits which are applicable under this Agreement; and
(d) the rights of any Teacher being replaced.

11.3.4 Subject to clause 14 – Qualifying Period, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 39 – Notice of Termination.

11.3.5 A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:
(a) notice of termination (where the date of cessation of employment is stated at the time of appointment);
(b) jury service leave;
(c) paid parental leave; and
(d) redundancy.

11.4 Casual Teacher

11.4.1 The Employer may employ a Teacher as a Casual Teacher in accordance with this Agreement.

11.4.2 A Casual Teacher is entitled to the rate of pay specified in Schedule 2. This rate of pay includes a loading in lieu of paid leave entitlements.

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

11.4.4 A Casual Teacher is not entitled to any of the following benefits under this Agreement:
(a) notice of termination of employment;
(b) redundancy;
(c) remuneration packaging;
(d) annual leave;
(e) jury service leave;
(f) non-attendance time;
(g) leave loading;
(h) public holidays;
(i) paid personal leave;
(j) paid parental leave;
(k) paid compassionate leave; and
(l) accident make-up pay.

11.4.5 A Casual Teacher is entitled to unpaid carer’s leave and unpaid parental leave.

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

12 MODES OF EMPLOYMENT (EDUCATION SUPPORT OFFICER)

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

12.1 Full Time Employees

12.1.1 The Employer may engage a person on a full time basis in accordance with this Agreement.

12.2 Part Time Employee
12.2.1 The Employer may employ a person on a part time basis in accordance with this Agreement.

12.2.2 Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required to be undertaken by the Part Time Employee.

12.2.3 A Part Time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full Time Employee and is entitled to all entitlements on a pro rata basis on the specified hours in 12.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a full time employee's hours are deemed to be 38 hours per week:

\[
\frac{\text{hours of actual employment}}{\text{hours of Full Time Employment}} \times \text{annual salary}
\]

12.2.4 A Part Time Employee will undertake a proportionate number of other duties normally expected of a Full Time Employee.

12.3 Fixed Term Employee

12.3.1 The Employer may employ a person to work on a replacement basis or for a specified period of time as full time or part time:

(a) to replace one or more Employees who are on leave;

(b) to undertake a specified project for which funding has been made available;

(c) to undertake a specified task which has a limited period of operation; or

(d) to replace a person whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

12.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the person is employed part time or where the person has been employed for a period of less than 12 months.

12.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

(a) the reason for the fixed nature of the employment;

(b) the date of commencement of the employment;

(c) the benefits which are applicable under this Agreement; and

(d) the rights of any Employee being replaced.

12.3.4 Subject to clause 13 or 14 – Qualifying Period, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 39 – Notice of Termination.

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

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

(b) jury service leave;

(c) paid parental leave

(d) redundancy

12.4 Casual Employee

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

12.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 2. This rate of pay includes a loading in lieu of paid leave entitlements.

12.4.3 The Employer will engage a Casual Employee for a full day or a half day.
12.4.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:
   (a) notice of termination of employment;
   (b) redundancy;
   (c) remuneration packaging;
   (d) annual leave;
   (e) jury service leave;
   (f) non-attendance time;
   (g) leave loading;
   (h) public holidays;
   (i) paid personal leave;
   (j) paid parental leave;
   (k) paid compassionate leave; and
   (l) accident make-up pay.

12.4.5 A Casual Employee is entitled to unpaid carer’s leave and unpaid parental leave.

12.4.6 An Employer must not employ a Casual Employee, in such a capacity for more than fifteen
consecutive work days. By mutual agreement, employment may be for up to one school term,
where the days are consecutive.

13 QUALIFYING PERIOD (TEACHER)

13.1 A Teacher’s employment is contingent upon the satisfactory completion of a six month qualifying
period.

13.2 If the Employer is to terminate the employment of a Teacher during the first six months of the
Teacher’s employment, the Employer does not need to provide the relevant notice of termination
in clause 39 – Notice of Termination and any due process or performance management policies
or procedures in place from time to time.

13.3 If the Employer is to terminate the employment of a Teacher within the first six months of the
Teacher’s employment commencing, the Employee is entitled to notice prescribed as follows or
payment in lieu of notice.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher</td>
<td>7 weeks’ notice wholly within the one school term</td>
</tr>
</tbody>
</table>

13.4 If the Teacher is to resign within the first six months of the Teacher’s employment commencing,
then the Teacher is required to give the same notice required of the Employer in 13.3 above.

14 QUALIFYING PERIOD (EDUCATION SUPPORT OFFICER)

14.1 An Employee’s employment is contingent upon the satisfactory completion of a six month qualifying
period.

14.2 If the Employer is to terminate the employment of an Employee during the first six months of the
Employee’s employment, the Employer does not need to provide the relevant notice of termination in clause 39 – Notice of Termination and any due process or performance
management policies or procedures in place from time to time.

14.3 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.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education Support Officer</td>
<td>4 weeks’ notice wholly within the one school term</td>
</tr>
</tbody>
</table>

14.4 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 14.3 above.

15 **HOURS OF WORK (TEACHER)**

15.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

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

15.3 A full-time teacher may be allocated a maximum of 20 hours scheduled class time per week. Any variation by agreement as per School policy document. The Employer will determine the professional duties to be allocated to the Teacher.

15.4 A part time teacher is entitled to be paid pro-rata of the rate that a teacher would be entitled to receive as a full time teacher.

The pro-rata annual salary for a part time teacher currently employed at the date of the 2009 - 2011 agreement is calculated using the following formula:

\[
\text{Hours of Face to Face teaching per fortnight} \times \frac{\text{annual salary}}{36 \text{ hrs}}
\]

The pro-rata annual salary for a part time teacher employed after the date of the 2009 - 2011 agreement is calculated using the following formula:

\[
\text{Hours of Face to Face teaching per fortnight} \times \frac{\text{annual salary}}{40 \text{ hrs}}
\]

16 **HOURS OF WORK (EDUCATION SUPPORT OFFICER)**

16.1 A full-time Education Support Officer is one whose ordinary hours of work are 38 in any one week.

16.2 A part time Education Support Officer is one whose ordinary hours of work are less than 38 hours in that school, not being a Casual Education Support Officer.

16.3 A Education Support Officer may, at the discretion of the Principal, be directed, among other things, to attend staff meetings, interviews and parent teacher nights, provided that if the weekly hours for which one is employed are exceeded, then time in lieu at ordinary time rate shall apply.
16.4 Education Support Officers shall be entitled to an unpaid meal break of at least 30 minutes. This meal break will be taken at a mutually convenient time provided that no more than five continuous hours are worked prior to the meal break. Education Support Officers shall be entitled to morning tea breaks without deduction of pay where these fall within the hours of the Education Support Officer’s employment. The timing of such morning tea breaks can be varied by mutual agreement.

16.5 Hours of work shall be between 8.00 a.m. and 6.00 p.m. of a week day except by mutual agreement.

16.6 Employees subject to clause 13 may elect, with the consent of their employer, to work ‘make up time’, under which the employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

17 NON ATTENDANCE TIME (TEACHER)

17.1 A Teacher is not required or requested to attend at the School during Non-Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher’s role. The Teacher’s role is defined by the Employer.

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

17.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 15.4.

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

\[
17.5 \left\{ \begin{array}{c}
\text{Number of weeks of a Teacher’s Attendance Time} \\
\text{Total number of School’s Attendance Time}
\end{array} \right\} \times \text{Non Attendance Time} - \text{Non Attendance Time weeks already taken}
\]

18 NON ATTENDANCE TIME (EDUCATION SUPPORT OFFICER)

18.1 Employees employed under this agreement may be required by the terms of their employment to work during non-attendance time.

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

PART 3 CLASSIFICATION AND REMUNERATION

19 CLASSIFICATIONS AND SALARY

Teachers

19.1 Schedule 1 sets out the classification structure/s and relevant progression arrangements.
19.2 Schedule 2 sets out the rates of pay.

19.3 To the extent necessary, the Employer and the Teacher agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months and includes the rates of pay in Schedule 2.

19.4 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

Education Support Officers

19.5 Schedule 5 sets out the classification structure/s and relevant progression arrangements.

19.6 Schedule 8 sets out the rates of pay. To the extent necessary, the Employer and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months. The Employer guarantees that the rates of pay set out in this Agreement include a Basic Periodic Rate of Pay that is at least equal to the minimum rate of pay under the applicable Australian Pay and Classification Scale.

19.7 The rate of pay specified in Schedule 8 is in compensation for all hours worked under this Agreement.

20 Remuneration Packaging

20.1 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.

20.2 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.

21 Superannuation

The Employer currently makes an employer superannuation contribution equivalent to nine and one half (9.5) per cent of ordinary time earnings, and scaling, in accordance with the Superannuation Guarantee Legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to N.G.S. Super.

22 Payment Arrangements

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

23 Withholding of Monies

23.1 Subject to 23.2, in the event that an Employee does not provide the full notice required by clause 14 – Qualifying Period or clause 39 – Notice of Termination, as appropriate, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

23.2 Subclause 23.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Australian Fair Pay
and Conditions Standard under the Act.

23.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:
   a. unpaid salary or wages to the extent to which such entitlements exceed the Employee’s basic periodic rate of pay;
   b. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the Long Service Leave Act 1992 (Vic)); and
   c. any amounts owing to the Employee for an unpaid bonus or allowance.

23.4 For the purpose of this clause, the Employer and the Employee agree that the basic periodic rate of pay may be satisfied over a period of 12 months.

PART 4 LEAVE AND OTHER ABSENCES

24 ANNUAL LEAVE

24.1 Annual Leave is in accordance with the Australian Fair Pay and conditions Standard (Division 4 of Part 7) of the Act, except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 4 of Part 7 of the Act in full.

24.2 An Employee is entitled to four weeks’ annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

24.3 An Employee must take an amount of annual leave during the shutdown period following the end of term four. The shutdown period may differ for individual Employees, depending on work commitments and activities. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.

24.4 An Employee and the Employer may agree in writing that the Employee performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.

24.5 An Employee will take all accrued annual leave during the shutdown period.

25 ANNUAL LEAVE LOADING

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

25.1 A Teacher who is employed for part only of a School Year is entitled to be paid leave loading as follows:

\[
\begin{array}{ll}
17.5\% \text{ of working weeks (excluding paid school holidays and non term time)} & \text{Annual Rate of Pay} \\
\text{Number of School's term weeks} & 4 \times \\
& 52.18
\end{array}
\]

25.2 A School Service Officer who is employed for part only of a School Year is entitled to be paid leave loading as follows:
17.5% of working weeks (excluding paid school holidays)  

Annual Rate of Pay  

4 X  

52 (excluding paid school holidays)  

52.18

25.3 An Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

26 PERSONAL LEAVE

26.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the WR Act as maintained by the Fair Work Amended Act 2013 (Cth)), except where more favourable terms are provided in this Agreement. This clause does not reproduce the AFPCS in full.

26.2 Entitlement

26.2.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer’s leave.

26.2.2 For a Full Time Employee, the sick leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid sick leave on a pro rata basis based on specified hours in clause 10 – Hours of Work.

26.2.3 Paid sick leave is taken by the Employee because of a personal illness or injury.

26.2.4 Paid carer’s leave is taken by the Employee to provide care or support to a member of the Employee’s Immediate Family or a member of the Employee’s household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of 10 days of paid carer’s leave may be taken per year of service. A Part Time Employee is entitled to paid carer’s leave on a pro rata basis based on specified hours in clause 10 – Hours of Work. Carer’s leave, if not used in any year, does not accrue as a separate entitlement.

26.2.5 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.

26.2.6 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.

26.2.7 The amount of personal leave, that a Full Time Employee may take as sick leave, depends upon how long the Employee has worked for the Employer and accrues as follows:

(a) in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and

(b) in the second and subsequent year of service, 15 days at the commencement of that year.

26.2.8 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.
26.2.9 An Employee is entitled to sick leave provided that:

(a) the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;

(b) the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and

(c) the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

27 COMPASSIONATE LEAVE

23.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision 5 of Part 7 of the WR Act as maintained by the Fair Work Amended Act 2013 (Cth)), except where more favourable terms are provided in this Agreement. This clause does not reproduce the AFPCS in full.

27.1 Entitlement

27.1.1 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.

27.1.2 This 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.

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

28 INFECTIOUS DISEASES LEAVE

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

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

28.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.
29 PARENTAL LEAVE

29.1 Relationship with Act

Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the WR Act) as maintained by the Fair Work Amended Act 20139 (Cth)), except where more favourable terms are provided in this Agreement.

29.1.1 From 1 January 2010, an Employee’s entitlement to Parental Leave is in accordance with the NES (Division 4 and 5 of Part 2-2, of the FW Act).

29.1.2 Parental leave applies to an Employee, other than a Casual Employee, unless the Casual Employee is an eligible casual employee (as per 29.2.2).

29.1.3 The Employer must not fail to re-engage a Casual Employee, who is an eligible casual employee, because:

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

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

29.2 Definitions

29.2.1 For the purposes of this clause, child means a child of the Employee under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a child is an eligible child and means a person under the age of five years or under school age, whichever applies first, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

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

(a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and

(b) who, for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

29.2.3 For the purposes of this clause, continuous service means service with the Employer as an Employee during the whole of the period, including any period of authorised leave. For an eligible casual employee, continuous service means a period during which the eligible casual employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer.

29.2.4 A spouse includes a former spouse, a de facto spouse and a former de facto spouse.

29.3 Basic entitlement

29.3.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 12 months’ unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:

(a) up to 52 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;

(b) a single, unbroken period of unpaid short paternity leave of up to one week at the time of the birth of a child and a further unbroken period of up to 51 weeks of unpaid long paternity leave to be the primary care-giver of a child; and

(c) a single, unbroken period of up to three weeks’ unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Employee and a further unbroken period of up to 49 weeks to be the primary care-giver of the eligible child.
29.3.2 A period of unpaid parental leave does not break the Employee's continuity of employment but it does not count as employment or service.

29.4 Right to request

29.4.1 Simultaneous Leave

(a) Subject to 29.4.1(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

(b) An application under 29.4.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

29.4.2 Additional Long Parental Leave

(a) Subject to 29.4.2(b), a Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities.

(b) An application under 29.4.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

29.4.3 Part Time Work

(a) Subject to 29.4.3(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 29.4.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

29.4.4 Request to be considered

(a) The Employer shall consider any request made pursuant to 29.4.1, 29.4.2 or 29.4.3 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(b) An Employee's request and the Employer's decision made pursuant to 29.4.1, 29.4.2 or 29.4.3 must be recorded in writing.

29.5 Ordinary maternity leave

29.5.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Employee:

(a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate).

(b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.
29.5.2 When the Employee gives notice under 29.5.1(b) the Employee must also provide a statutory declaration stating the following:

(a) the particulars of any period of paternity leave sought or taken by her spouse;

(b) that the Employee intends to be the child's primary care-giver at all times while on ordinary maternity leave; and

(c) that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

29.5.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason.

29.5.4 Subject to 29.3.1 and unless agreed otherwise between the Employer and the Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.

29.5.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

29.5.6 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 29.5.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

29.5.7 Where the Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

29.6 Special maternity leave

29.6.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

29.6.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

29.6.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.

29.6.4 Where leave is granted under 29.5.4, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

29.6.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.

29.6.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

29.6.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:

(a) a medical certificate from a medical practitioner containing the following statements:
I. that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;

II. what the expected date of birth would have been if the pregnancy had gone to full term;

III. that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and

IV. that the Employee is, was, or will be unfit for work during a stated period.

(b) a statutory declaration made by the Employee containing the following statements:

I. that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;

II. the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and

III. that the Employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.

29.6.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

29.6.9 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.

29.6.10 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

29.7 Paternity leave

29.7.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Employee:

(a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or

(b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Employee to comply with 29.7.1(a) because of the premature birth of the child or any other compelling reason; and

(c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

29.7.2 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The Employee must provide the Employer with a statutory declaration no later than 10 weeks prior to the first day of the intended period of leave stating:

(a) he will take that period of paternity leave to become the primary care-giver of a child;

(b) particulars of any period of maternity leave sought or taken by his spouse; and

(c) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
29.7.3 The Employee will not be in breach of 29.7.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

29.8 Adoption leave

29.8.1 An Employee must give written notice to his or her Employer of the Employee's intention to apply for adoption leave as soon as reasonably practicable after receiving notice (a placement approval notice) of the approval of the placement of an eligible child with the Employee.

29.8.2 An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as reasonably practicable after receiving notice (a placement notice) of the expected day.

29.8.3 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Employee intends to apply for because of the placement:

(a) if the Employee receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice – before the end of that 8-week period; or

(b) if the Employee receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

29.8.4 A notice under 29.8.1, 29.8.2 or 29.8.3 must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

29.8.5 An Employee must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of short adoption leave.

29.8.6 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of long adoption leave.

29.8.7 The Employee must also give his or her Employer the following documents:

(a) a statement from the adoption agency of the day when the placement is expected to start, and

(b) a statutory declaration made by the Employee stating

I. whether the Employee is taking short adoption leave, long adoption leave or both;

II. the first and last days of the period or periods of leave to be taken;

III. that the child is an eligible child;

IV. that the Employee intends to be the primary care-giver at all times while on the long adoption leave; and

V. that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.
29.8.8 An Employee may take:
   (a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
   (b) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.

29.8.9 Where the placement of a child for adoption with an Employee
   (a) does not commence, the Employee is not entitled to leave; or
   (b) commences but is discontinued or cancelled, the Employee’s entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than four (4) weeks after the day the notice is given, any untaken long adoption leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.

29.8.10 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days’ unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

29.9 Parental leave and other entitlements
   An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 29.4.2.

29.10 Transfer to a safe job

29.10.1 Subject to 29.10.2 and 29.10.3, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

29.10.2 This subclause applies to an Employee if
   (a) the Employee is entitled to ordinary maternity leave; and
   (b) the Employee has already complied with the documentation requirements under 29.5; and
   (c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner’s opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
      (i) illness, or risks, arising out of her pregnancy; or
      (ii) hazards connected with that position.

29.10.3 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:
   (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 29.10.4(b); or
   (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 29.10.4(b).

29.10.4 If the Employee takes paid leave under 29.10.3:
   (a) the entitlement to leave is in addition to any other leave entitlement she has; and
(b) the period of leave ends at the earliest of whichever of the following times is applicable:

(i) the end of the period stated in the medical certificate;

(ii) if the Employee’s pregnancy results in the birth of a living child – the end of the day before the date of birth;

(iii) if the Employee’s pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

29.11 Variation of period of ordinary maternity leave, long maternity leave or long adoption leave

29.11.1 Subject to the relevant provisions of the Act, where an Employee has commenced a period of long parental leave of up to 12 months, the Employee:

(a) may extend the period of ordinary maternity leave, long maternity leave or long adoption leave once by giving the Employer 14 days’ written notice before the end of the period stating the period by which the leave is extended; and

(b) may further extend the period of ordinary maternity leave, long maternity leave or long adoption leave by agreement with the Employer.

29.11.2 Subject to the relevant provisions of the Act, the period of ordinary maternity leave, long maternity to leave or long adoption leave may be shortened by written agreement between the Employer and the Employee.

29.11.3 To avoid doubt, this subclause does not apply to the right to request provision in 29.4.2.

29.12 Returning to work after a period of parental leave

29.12.1 An Employee will notify the Employer of the Employee’s intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

29.12.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to 29.10, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A Part Time Employee will be entitled to the same time fraction.

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

29.13 Replacement employees

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

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

29.14 Communication during parental leave

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

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
Bayview College Portland Agreement 2013-2016

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

29.14.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 29.14.1.

30 PAID PARENTAL LEAVE

30.1 Where an Employee is granted unpaid parental leave in accordance with the Act and clause 25 – Unpaid Parental Leave of this Agreement to be the primary caregiver of a child, the Employee is entitled to be paid a parental allowance:

30.1.1 equivalent to fourteen weeks' salary maternity leave at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of six weeks' unpaid maternity leave commencing at or around the time of the birth of the child; or

30.1.2 equivalent to two weeks' salary adoption leave for designated full-time carer at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of six weeks' unpaid adoption leave at or around the time of the placement of the child with the Employee.

30.2 During the period of time that the Employee is in receipt of the parental allowance under 26.1, the Employee is entitled to accrue annual leave, as defined by the Act, and personal leave, in accordance with clause 26 – Personal Leave of this Agreement. The Employee is not entitled to accrue long service leave in accordance with the Long Service Leave Act 1992 (Vic.)

30.3 Where an Employee is granted unpaid short paternity or unpaid short adoption leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Employee is entitled to a parental allowance at the Employee's ordinary rate of pay for up to one week of the short paternity or short adoption leave.

30.4 An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 30.1 or 30.3.

30.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 30.1.

30.6 The parental allowance is not payable during a period of paid leave.

30.7 Where legislation is implemented providing for payment during a period of parental leave, the parental allowance available under this clause will absorb any legislative entitlements.

31 LONG SERVICE LEAVE

31.1 An Employee is entitled to long service leave. The Long Service Leave Act 1992 (Vic.), as amended from time to time, specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.

31.1.1 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980. From this date, an Employee is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.
31.1.2 Entitlement of 13 weeks can be taken as
   (a) One term and part of an adjoining term.
   (b) One term and remainder cashed out
   (c) One term and remainder carried over
   (d) Full entitlement extended by a period of leave without pay, by mutual agreement

31.1.3 After 8 years, pro-rata access to one full term on request, with 12 months notice, by mutual
   agreement.
   (a) If term longer than entitlement, leave without pay for residue of term.
   (b) If term shorter than entitlement, balance carried over.

31.1.4 An employee has the right to take long service leave on reasonable notice at a time of the
   employee’s choosing, by mutual agreement.

31.1.5 The employer has the right to require that one full term of Long Service Leave be taken within
   24 months of entitlement falling due.

31.1.6 Accrued long service leave will be paid in lieu where a Employee’s employment is terminated
   after seven (7) years of continuous employment for any reason other than for serious
   misconduct. This provision has the express effect of overriding Section 58 of the Long Service
   Leave Act 1992 (Vic.).

31.1.7 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid
   during long service leave at the Employee’s normal salary.

31.1.8 An Employee, whose time fraction has varied during service, is paid salary in accordance with
   the following arrangement:

<table>
<thead>
<tr>
<th>Service prior to 1 February 1997</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employment Arrangement</strong></td>
</tr>
<tr>
<td>(a) where all service for the period of employment ending 31 January 1997 was part-time</td>
</tr>
</tbody>
</table>
| (b) where full-time employment falls last | • leave taken from the full-time credit will be paid at the current full-time salary, and  
                                           • leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment |
| (c) where part-time employment falls last | • leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and leave taken from the part-time credit |
will be paid on the basis of average weekly hours over the last 12 months of part-time employment

(d) where the Employee can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment

average weekly hours will be struck over the actual period of part-time employment

Service from 1 February 1997

<table>
<thead>
<tr>
<th>Employment Arrangement</th>
<th>Entitlement to Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time fraction has varied during service</td>
<td>payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service</td>
</tr>
</tbody>
</table>

31.2 Illness on Long Service Leave

31.2.1 Subject to the requirements of 31.2.2, an Employee who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer’s choice, provided the practitioner is reasonably accessible to the Employee.

31.2.2 The Employee’s application under 31.2.1:

(a) must be received by the Employer during the period of illness or injury;

(b) must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and

(c) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee’s accrued long service leave entitlement.

32 Public Holidays

32.1 An Employee is entitled to public holidays as specified in the Public Holidays Act 1993 (Vic) and as gazetted by the Victorian Government from time to time. These include the following:

(a) New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

(b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen’s Birthday and Labour Day.

(c) any other day prescribed in Victoria by an Act of Parliament or Proclamation.
32.2 Public holidays that occur during a period of Non Attendance Time for Employees in accordance with clause 17 or 18 – Non Attendance Time do not create an additional entitlement.

32.3 In exceptional circumstances, the Employer may substitute another day for any prescribed in 32.2.

32.4 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.

32.5 An agreement made in accordance with 32.3 or 32.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

33 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the Long Service Leave Act 1992 (Vic).

34 EXAMINATION LEAVE

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

35 QUALIFICATION CONFERRAL LEAVE

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

36 ADDITIONAL QUALIFICATIONS

An Employee who, subject to College pre-approval, acquires additional qualifications relevant to the Employee’s position of employment with the School, is entitled to be credited with the equivalent of one year of experience for each qualification (where that qualification is at least the equivalent of one full year course of study).

An Employee is required to notify the Employer in writing of the acquisition of the qualification. The written notice must be accompanied by satisfactory evidence of acquisition, which, ordinarily, will include a certified copy of the award and transcript of results.

The advancement will take effect:

(a) from the commencement of the next School Year where the Employee gains the qualification at the end of the tertiary year, or

(b) immediately from the notification of attainment, with the Employee’s original anniversary date retained, where the Employee gains the qualification during the year.

Notwithstanding anything to the contrary, entitlement derived from the acquisition of the additional qualifications will not pre-date the written notification.

37 JURY SERVICE LEAVE

37.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
37.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

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

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

37.5 Subject to 37.3 of this clause, an Employer will reimburse an Employee granted leave pursuant to 37.1 an amount equal to the difference between the amount paid in respect of the Employee’s attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

38 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

38.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Accident Compensation Act 1985 (Vic), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

38.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the Accident Compensation Act 1985 (Vic), then:
   (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
      i. annual leave; or
      ii. paid personal/carer’s leave; and
   (b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time which fall during the period that the Employee is in receipt of weekly payments under the Accident Compensation Act 1985 (Vic.).

38.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the Accident Compensation Act 1985 (Vic.), has an entitlement to annual leave during a shut down period, the workers’ compensation payments will cease and the Employee will take the accrued annual leave entitlement.

38.4 For the purposes of 34.3, the period of annual leave will not reduce the Employee’s entitlement to such compensation payments or to accident make-up pay, if applicable.

PART 5 TERMINATION OF EMPLOYMENT AND RELATED MATTERS

39 NOTICE OF TERMINATION

39.1 Where the Employer wishes to terminate the employment of an Employee serving a qualifying period pursuant to clause 13 or 14 – Qualifying Period, or a Employee wishes to resign during a qualifying period, the period of notice is specified by clause 13 or 14 – Qualifying Period.

39.2 Where the Employer wishes to terminate the employment of an Employee, where the Employee has had five or more years’ continuous service with the Employer, the Employer will give:

   a full term’s notice in writing or full payment in lieu. (Teachers)
39.3 Where the Employer wishes to terminate the employment of an Employee, where the Employee has had more than six months’ continuous service but less than five years’ continuous service with the Employer, the Employer will give:
    seven weeks’ notice in writing, wholly within the one school term or full payment in lieu (teachers).

four weeks’ notice in writing, or full payment in lieu. (Education Support Officers)

39.4 Where the Employer wishes to terminate the employment of a Fixed Term Employee, who is replacing another Employee on parental leave, the Employer will give the Fixed Term Employee four weeks’ notice if the Employee being replaced provides notice to the Employer pursuant to clause 29.12.1 and 29.12.2 that the Employee being replaced wishes to return from parental leave.

39.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 2a and 2b (if applicable) that an Employee would have received by working during the notice period if the Employee’s employment had not been terminated.

39.6 Subject to clause 13, a Teacher must provide the Employer with a minimum of seven weeks’ notice in writing with such notice to be given wholly within the one term, when notice is given during term one, two or three. A teacher must provide a minimum of seven weeks’ notice in writing, four weeks of which must be given wholly within one school term, when notice is given during term four. The teacher will, if possible, give up to seven weeks’ notice in writing, wholly within term four. Subject to clause 14, an Education School Officer or School Support Officer must provide the Employer with a minimum of four weeks’ notice in writing.

39.7 The notice period in this clause and in clause 13 & 14 – Qualifying Period do not apply where the Employee is guilty of serious misconduct. In other circumstances an employee would expect to have followed a formal process that includes regular monitoring of performance, support from the school as appropriate, regular meetings to discuss observations and provide opportunity to respond.

40 Redundancy

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

40.2 Redundancy Disputes
40.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee’s representative (if requested by any affected Employee) in good time, with relevant information:
   (a) the reasons for any proposed redundancy;
   (b) the number and categories of Employees likely to be affected; and
   (c) the period over which any proposed redundancies are intended to undertaken.

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

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

40.4 Severance Pay

The severance payment for a Employee will be in accordance with the following:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Under 45 years of age</th>
<th>45 years and over</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks' pay*</td>
<td>5 weeks' pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>7 weeks' pay</td>
<td>8.75 weeks' pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks' pay</td>
<td>12.5 weeks' pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks' pay</td>
<td>15 weeks' pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks' pay</td>
<td>17.5 weeks' pay</td>
</tr>
<tr>
<td>6 years and over</td>
<td>16 weeks' pay</td>
<td>20 weeks' pay</td>
</tr>
<tr>
<td>15 years and over</td>
<td>21 weeks' pay</td>
<td>25 weeks' pay</td>
</tr>
</tbody>
</table>

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

For the purposes of this clause, continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

40.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 36.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

40.6 Alternative employment

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

40.7 Time off during notice period

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

(b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
PART 6 OTHER PROVISIONS

41 MEAL ALLOWANCE

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

Employees attending professional learning activities, overnight excursions or overseas trips are eligible to receive an evening meal allowance of $20 for each night away from home.

42 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.

43 PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.
EXECUTED as an Agreement this 28th day of May 2015

Signed for and on behalf of:

The Christian Community College
Portland Ltd. ABN 25 005 371 344

Date: 28th May 2015
Address: 14 Burns Road Portland Vic 3305

In the presence of:

Michelle Kearney - Principal

The Christian Community College
Portland Ltd. ABN 25 005 371 344

Date: 28th May 2015
Address: 108 McHenry Road Portland Vic 3305

In the presence of:

Ann Kirkham - Chair of Board

Employee Representative

Name: John Mulvey

Signature:

Date: May 28th, 2015
Address: 14 Laguna Court

PORTLAND VIC 3305

In the presence of:
SCHEDULE 1 – CLASSIFICATION STRUCTURES

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

1.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 3, and subject to 1.1.3, progress to Level 12 in annual increments on the anniversary of the Teacher’s teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1.1.2 A Teacher, who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 1, and subject to 1.1.3, progress to Level 12 in annual increments on the anniversary of the Teacher’s teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1.1.3 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months’ service before progressing to the next level.

1.2 Permission to Teach Teachers with the Victorian Institute of Teachers

1.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher’s notification, in writing, to the Employer.

1.3 Teachers holding Positions of Responsibility

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

1.3.2 The rate of pay is linked to a position of responsibility rather than tied to an individual teacher.

1.3.3 The Principal determines who is eligible for the rate of pay.

1.3.4 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.
Bayview College Portland Agreement 2013-2016

SCHEDULE 2 – RATES OF PAY

2.1 Annual Rate of Pay

The annual rate of pay for a Full Time Teacher will be not less than that prescribed by the following table.

<table>
<thead>
<tr>
<th></th>
<th>Feb 13</th>
<th>Feb 14</th>
<th>Aug 14</th>
<th>Feb 15</th>
<th>Aug 15</th>
<th>Feb 16</th>
</tr>
</thead>
<tbody>
<tr>
<td>E4 – T2-6</td>
<td>$87,632</td>
<td>$87,632</td>
<td>$91,276</td>
<td>$93,558</td>
<td>$94,961</td>
<td>$97,335</td>
</tr>
<tr>
<td>E3 – T2-5</td>
<td>$79,646</td>
<td>$79,773</td>
<td>$81,375</td>
<td>$81,776</td>
<td>$87,785</td>
<td>$89,980</td>
</tr>
<tr>
<td>E2 – T2-4</td>
<td>$77,251</td>
<td>$77,263</td>
<td>$78,759</td>
<td>$79,128</td>
<td>$84,661</td>
<td>$86,778</td>
</tr>
<tr>
<td>E1 – T2-3</td>
<td>$74,928</td>
<td>$74,928</td>
<td>$76,227</td>
<td>$76,565</td>
<td>$81,648</td>
<td>$83,689</td>
</tr>
<tr>
<td>A5 – T2-2</td>
<td>$72,325</td>
<td>$72,325</td>
<td>$73,554</td>
<td>$73,878</td>
<td>$78,742</td>
<td>$80,711</td>
</tr>
<tr>
<td>A4 – T2-1</td>
<td>$70,321</td>
<td>$70,321</td>
<td>$71,299</td>
<td>$71,589</td>
<td>$75,940</td>
<td>$77,839</td>
</tr>
<tr>
<td>A3 – T1-5</td>
<td>$68,372</td>
<td>$68,372</td>
<td>$69,114</td>
<td>$69,372</td>
<td>$73,238</td>
<td>$75,069</td>
</tr>
<tr>
<td>A2 – T1-4</td>
<td>$66,477</td>
<td>$66,477</td>
<td>$66,997</td>
<td>$67,224</td>
<td>$70,631</td>
<td>$72,397</td>
</tr>
<tr>
<td>A1 – T1-3</td>
<td>$64,635</td>
<td>$64,635</td>
<td>$65,100</td>
<td>$65,289</td>
<td>$68,118</td>
<td>$69,821</td>
</tr>
<tr>
<td>G2 – T1-2</td>
<td>$61,102</td>
<td>$61,102</td>
<td>$61,851</td>
<td>$62,091</td>
<td>$65,694</td>
<td>$67,336</td>
</tr>
<tr>
<td>G1 – T1-1</td>
<td>$59,409</td>
<td>$59,409</td>
<td>$61,199</td>
<td>$61,334</td>
<td>$63,356</td>
<td>$64,940</td>
</tr>
</tbody>
</table>

2.2 Salary Increases

Salary to increase in accordance with the Victorian Catholic Education Multi Enterprise Agreement 2013 and shall be applied in first pay period of February and August of 2013, 2014 and 2015, and incremental changes in first pay period of May of these years. A 2.5% increase shall be applied in the first pay period of February 2016 and incremental changes in the first pay period of May 2016.

2.2 Weekly Rate of Pay

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

2.3 Annual Leave Loading

The annual rate of pay in 2.1 does not include annual leave loading.
2.4 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than:

<table>
<thead>
<tr>
<th>Effective</th>
<th>Hourly Rate</th>
<th>Maximum Daily Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 2013</td>
<td>$43.96</td>
<td>$263.60</td>
</tr>
<tr>
<td>February 2014</td>
<td>$45.60</td>
<td>$273.60</td>
</tr>
<tr>
<td>August 2014</td>
<td>$47.22</td>
<td>$283.30</td>
</tr>
<tr>
<td>February 2015</td>
<td>$47.32</td>
<td>$283.90</td>
</tr>
<tr>
<td>August 2015</td>
<td>$48.88</td>
<td>$293.30</td>
</tr>
<tr>
<td>February 2016</td>
<td>$50.10</td>
<td>$300.60</td>
</tr>
</tbody>
</table>

SCHEDULE 3 – POSITIONS OF LEADERSHIP STRUCTURE

3.1 Eligibility

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

3.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

3.1.3 The Principal determines who is eligible for the rate of pay.

3.2 Notification

3.2.1 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

3.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 3.3.

3.3 Rates of Pay

3.3.1

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Feb 13</th>
<th>Feb 14</th>
<th>Aug 14</th>
<th>Feb 15</th>
<th>Aug 15</th>
<th>Feb 16</th>
</tr>
</thead>
<tbody>
<tr>
<td>POL 1</td>
<td>$2,470</td>
<td>$2,470</td>
<td>$2,470</td>
<td>$2,470</td>
<td>$2,512</td>
<td>$2,575</td>
</tr>
<tr>
<td>POL 2</td>
<td>$3,814</td>
<td>$4,675</td>
<td>$4,759</td>
<td>$4,780</td>
<td>$5,094</td>
<td>$5,221</td>
</tr>
<tr>
<td>POL 3</td>
<td>$6,554</td>
<td>$7,113</td>
<td>$7,241</td>
<td>$7,273</td>
<td>$7,752</td>
<td>$7,946</td>
</tr>
<tr>
<td>POL 4</td>
<td>$9,650</td>
<td>$9,650</td>
<td>$9,791</td>
<td>$9,834</td>
<td>$10,481</td>
<td>$10,743</td>
</tr>
</tbody>
</table>
SCHEDULE 4 - STRUCTURES

4.1 An Education Support Officer shall be employed as either:
   4.1.1 A Category "A" Education Support Officer, or
   4.1.2 A Category "B" Education Support Officer, or
   4.1.3 A Category "C" Education Support Officer, or
   4.1.4 A "Casual" Education Support Officer.

4.2 Upon engagement the Employer shall appoint the Education Support Officer/ School Services Officer, to the appropriate classification Level based on the general work descriptions, the level of direction and supervision and the required duties. The pay subdivision within the Level will be determined by experience. Education Support Officers will be paid in accordance with the rates in Schedule 2a. School Services Officer will be paid in accordance with the rates in Schedule 2b.

4.3 Bayview College has agreed upon a set of indicative duties to assist in the classification process.

4.4 Upon engagement, the Education Support Officer/ School Services Officer shall be given a letter of appointment which sets out the Level and the pay subdivision, together with the category of employment, the hours of duty, rate of pay, superannuation entitlements and long service leave provisions. In the case of Category "C" Education Support Officers, the weeks of leave for the one school year shall be specified upon engagement and at the start of the year.

4.5 For the purposes of this clause:

   4.5.1 A Category "A" Education Support Officer is one who normally works 48 weeks per year and receives four weeks paid annual leave per year.
   4.5.2 A Category "B" Education Support Officer is one who normally works during the school term time only and receives paid school holidays.
   4.5.3 A Category "C" Education Support Officer is one who normally works 45 weeks per year and receives seven weeks paid school holidays.
   4.5.4 A "Casual" Education Support Officer is one who is employed for 35 or less consecutive days per school year.

SCHEDULE 5 – CLASSIFICATION – Education Support Officer

5.1 Classification - Education Support

5.1.1 General Work Description - Level One

(a) Competency
   (i) Competency at this level involves application of knowledge and skills to a range of defined tasks, roles and contexts where the choice of actions required is clear.

(b) Judgement, independence and problem solving
   (i) Roles at this level will require Employees to apply 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.

(c) Direction
   (i) Close supervision or, in the case of more experienced Employees, routine supervision of straightforward tasks; close supervision of more complex tasks.

(d) Supervision
   (i) Roles at this level do not supervise students without a higher level Education Support Employee, Teacher or Principal being present.
Bayview College Portland Agreement 2013-2016

(e) Qualifications and Experience
   (i) Level I duties do not require a qualification or prior experience upon engagement.

5.1.2 General Work Description- Level Two

(a) Competency
   (i) Competency at this level may include Level 1 competencies. In addition, competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is generally a variety of tasks, roles and contexts. There is some complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.

(b) Judgement, independence and problem solving
   (i) Roles at this level will require Employees to exercise judgment to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to respond to variations.
   (ii) Roles may require an Employee to:
         • apply diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks; and/or
         • undertake tasks requiring expertise in a specialist area or a broad knowledge of a range of functions.

(c) Direction
   (i) Supervision is generally required to establish general objectives relative to specific tasks, to outline the desired end product and to identify potential resources for assistance.
   (ii) Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks.

(d) Supervision
   (i) Roles at this level may be required to:
       • supervise students while performing their normal duties but may not be used instead of a Teacher;
       • supervise other Employees at lower levels.

(e) Qualifications and Experience
   (i) Level 2 duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to:
       • completion of a trades certificate or Certificate III;
       • completion of Year 12 or a Certificate I or II, with relevant experience and or education/training; or
       • an equivalent combination of relevant experience and/or education/training.

5.1.3 General Work Description- Level Three

(a) Competency
   (i) Competency at this level may include Level 1- 2 competencies. In addition, competency at this level involves the development and application of professional knowledge in a specialised area(s) and utilising a broad range of skills.
   (ii) An Employee at this level will have a depth or breadth of expertise developed through extensive relevant experience and application, and performs work assignments guided by policy, precedent, professional standards and expertise. This may require the provision of support and advice to senior management and/or performing a support role to a senior administrator.

(b) Judgement, independence and problem solving
   (i) Roles at this level will require problem solving that involves the identification and analysis of diverse problems, and will apply appropriate technical training and expertise to decision-making.
   (ii) Roles at this level will generally have scope to undertake some or all of the following in their area:
       • innovate within own function and take responsibility for outcomes;
       • design, develop and test equipment, systems and procedures;
       • participate in planning involving resources used and developing proposals for resource allocation;
• exercise high level diagnostic skills on sophisticated equipment or systems; and/or
• analyse and report on data and experiments.

(c) Direction
(i) Routine supervision to general direction, depending on tasks involved and experience.
(ii) Supervision is present to review established objectives.

(d) Supervision
(i) Roles at this level may be required to:
• supervise students while performing their normal duties but may not be used instead of a Teacher;
• supervise other Employees at lower levels

(e) Qualifications and Experience
(i) Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
• Completion of a degree without relevant work experience;
• Completion of an advanced diploma qualification and at least one years’ relevant work experience;
• Completion of a diploma qualification and at least two years’ relevant work experience;
• Completion of a Certificate IV and extensive relevant work experience; or
• an equivalent combination of relevant experience and/or education/training.

5.1.4 General Work Description- Level Four

(a) Competency
(i) Competency at this level may include Level 1-3 competencies. In addition, competency at this level operates within broad principles set by management.
(ii) An Employee at this level is expected to undertake a high proportion of tasks involving complex, specialised or professional functions.
(iii) A role at this level may co-ordinate or manage a specific functional responsibility and/or liaise with the general community, government agencies or service providers.

(b) Judgement, independence and problem solving
(i) Roles at this level will generally require Employees to be able to:
• independently relate existing policy to work assignments and apply a specific body of knowledge to solve problems;
• use theoretical principles in modifying and adapting techniques

(c) Direction
(i) Broad direction, working with a degree of autonomy.

(d) Supervision
(i) Roles at this level may be required to:
• supervise students while performing their normal duties but may not be used instead of a Teacher;
• co-ordinate or manage a specific functional responsibility and/or manage other Employees including administrative, technical and/or professional Employees.

(e) Qualifications and Experience
(i) Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
• a degree with relevant work experience;
• extensive experience and/or management expertise in the relevant field; or
• an equivalent combination of relevant experience and/or education/training.

5.1.5 General Work Description- Level Five

(a) Competency
(i) Competency at this level may include Level 4 competencies. In addition, competency at this level generally requires Employees to be responsible for program area development and implementation, to provide strategic support and/or advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.
(ii) A role at this level will generally lead and manage a significant functional element of a large school, and/or contribute in a major way to the development, maintenance and implementation of the policy framework of a large school.

(b) Judgement, independence and problem solving

(i) Roles at this level may generally require Employees to develop 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.

(ii) Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment.

(c) Direction

(i) Little or no supervision is required.

(ii) Generally reports directly to the Principal.

(d) Supervision

(i) Roles at this level may be required to:

• supervise students while performing their normal duties but may not be used instead of a Teacher;

• have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

(e) Qualifications and Experience

(i) Level 5 duties typically require a skill level which assumes or requires:

• postgraduate qualifications or progress towards postgraduate qualifications and extensive experience;

• extensive experience and/or management expertise; or

• an equivalent combination of relevant experience and/or education/training.

5.2 Typical duties- Education Support (Level I)

The duties listed are examples of activities typically undertaken by Employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.2.1 School Administrative Services 1

(a) performing a reception function, including providing information, making appointments and bookings, responding to enquiries from parents, students, Employees and general public in accordance with school procedures;

(b) undertaking a wide range of secretarial and clerical duties, including word processing, maintain email and computerised records, taking of minutes and writing of reports (as directed);

(c) performing duties involving the inward and outward movement of mail, copying, maintaining and retrieving records, straight forward data entry and retrieval;

(d) operating routine office equipment, such a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine;

(e) assisting with the preparation of internal and external publications;

(f) monitoring and maintaining stock levels of stationery/materials within established parameters, including re-ordering;

(g) carrying out financial transactions such as receipting, banking and petty cash.

5.2.2 Student Support 1

(a) assisting student learning in specified learning areas and tasks, either individually or in a group, under the specific direction and supervision of a Teacher or a higher level Employee;

(b) providing general assistance of a supporting nature to Teachers on a directed basis;

(c) providing basic physical, social and emotional care for students e.g. toileting, meals and lifting;

(d) assisting with clerical duties associated with regular school activities e.g. student records, equipment records;

(e) assisting with the collection, preparation and distribution of learning materials;

(f) providing limited assistance with communication between Teachers and non-English speaking parents/students;
(g) assisting in interpreting and/or translating of basic, non-complex documents.

5.3 Typical duties- Education Support (Level 2)

The duties listed are examples of activities typically undertaken by employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.3.1 Administrative Services 2

(a) providing administrative support to management personnel, including arranging appointments, diary and calendar management and preparing both confidential and general correspondence;
(b) liaising with, and managing enquiries from students, parents, Employees and the general public;
(c) using computer software packages, including desktop publishing; spreadsheets, database and/or web software, at an advanced level;
(d) preparing government and statutory authority returns for authorisation;
(e) maintaining the schools financial records, including:
   (i) entering and retrieving financial data and preparing financial and management reports for review and authorisation;
   (ii) undertaking bank and ledger reconciliations;
   (iii) preparing financial documentation and data for the budget;
   (iv) maintaining accounting bookkeeping records.
(f) preparing monthly summaries of debtors and creditors ledger transactions with reconciliations;
(g) reconciling school spending against budget;
(h) applying inventory and purchasing control procedures;
(i) administering the personnel function for a school using a payroll bureau, or in a small school, including:
   (i) maintaining personnel records;
   (ii) calculating and maintaining wage and salary records;
   (iii) providing standard information and advice to staff on salaries and basic details of their conditions of employment;
   (iv) calculating staff entitlements e.g. Positions of Leadership, leave, benefits.

5.3.2 Student Support 2

(a) assist student learning, where discretion and judgement is required (including providing more individualised approaches and intervention strategies, and assist in identification of learning needs and evaluation of progress under the general supervision and direction of the Teacher);
(b) participate in the monitoring, evaluation and reporting of student learning and programs;
(c) work with students to enable them to use specialised augmentative communication and adaptive technology to enhance student access to the curriculum;
(d) under the general supervision and direction of teaching staff, undertake specialist assistance to students in specific learning areas e.g. languages, technology, the Arts;
(e) under the general supervision and direction of teaching staff, undertake learning support activities involving specialist cultural understanding and skills, e.g.: (i) assisting students with classroom activities;
   (ii) supporting Teachers to understand the educational, health and welfare needs of Koori and refugee students;
   (iii) acting as a cultural support person or mentor;
   (iv) assisting in the delivery of culturally inclusive curriculum.
(f) providing basic support to students within defined principles and parameters;
(g) assisting in wellbeing programs and/or supporting a Chaplaincy program.

5.3.3 Curriculum Resource Services 2

General

(a) applying specialised knowledge in specific function area i.e. science laboratory, ICT support, library;
(b) providing specialised knowledge that is relied upon to deliver support services under direction e.g. information technology and technical support in science laboratories and libraries;
Bayview College Portland Agreement 2013-2016

(c) applying technical and/or scientific principles to enable the performance of a variety of inter-related technical tasks;
(d) evaluating and making recommendations for the purchase of technical or computer equipment;
(e) assist with training and/or instruction in respect to technical systems or scientific processes;
(f) maintaining booking and repair/replace systems for equipment;
(g) routine ordering and maintenance of equipment and materials.

Specific to library/AV Services
(a) 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;
(b) maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording;
(c) assisting students and Teachers to use the catalogue and/or locate books and resource materials;
(d) explaining the function and use of library and library equipment to students;
(e) maintaining catalogues of recorded programs in accordance with established routines, methods and procedures;
(f) under direction, assisting teaching staff to take story groups;
(g) searching and identifying fairly complex bibliographic material;
(h) answering ready references inquiries;
(i) operating a wide range of audio-visual or computer equipment;
(j) demonstrating and explaining the routine operation of audio-visual, computer and other similar equipment;
(k) recording materials by means of sound and photographic equipment, etc.

Specific to Laboratory
(a) caring for flora and fauna;
(b) preparing teaching aids under direction;
(c) preparing standard solutions and less complex experiments;
(d) providing technical support to Teachers;
(e) evaluating and making recommendations for the purchase of technical or computer equipment;
(f) implementing measures for proper storage control and handling or disposal of dangerous or toxic substances;
(g) culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances;
(h) within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens;
(i) assisting with the design/demonstration of experiments and scientific equipment, as directed;
(j) routine ordering of supplies and materials.

Specific to Information and Communications Technology (ICT)
(a) assisting with training and develop training guides for staff and students;
(b) responding to faults in the first instance.

5.4 Typical duties- Education Support (Level 3)
The duties listed are examples of activities typically undertaken by employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.4.1 Administrative Services 3
(a) responsibility for the efficient clerical and/or financial administration of a unit;
(b) providing designated high level support to senior school leadership, including initiating complex or confidential reports, documents and correspondence;
(c) administering the personnel function in a school, including:
   (i) maintaining personnel records;
   (ii) calculating and maintaining wage and salary records.
(d) coordinating and/or administering the general financial operations of a unit;
(e) providing high level assistance to a Business Manager/ Accountant/Principal in the preparation of supporting data, reports and other documentation for financial/budgetary decision making purposes;
(f) responsibility for functions such as:
(i) preparing the accounts of a school to operating statement stage;
(ii) using advanced techniques and methods to analyse and interpret the financial statements and formulating period and year end entries;
(iii) monitoring and managing debtors;
(g) Co-ordinating the work of School Services Officers.

5.4.2 Student Support 3
(a) undertaking specialist intervention strategies requiring advanced training and expertise;
(b) coordinating the work of a specialised unit in a school;
(c) providing standard professional services within defined organisational parameters under general guidance from senior staff;
(d) providing professional reports requiring factual analysis, including assessments and recommendations for consideration by others;
(e) providing standard clinical professional services to students within the parameters of school policy and guidelines;
(f) conducting basic training and instruction related to the professional field for school colleagues;
(g) working as a provisionally registered Psychologist;
(h) actively working within and for the school community to assist in creating a culturally inclusive and supportive environment through such duties as:
(i) engaging actively with parents and local aboriginal or refugee communities, agencies and networks;
(ii) assisting in the professional learning of Teachers;
(iii) assisting the organisation of cultural activities.

5.4.3 Curriculum Resource Services 3

General
(a) undertaking some responsibility for other Employees in the work area;
(b) providing assistance or guidance to other Employees in the work area;
(c) exercising judgement and discretion in providing technical assistance in the operation of a library, laboratory, or technology centre;
(d) exercising discretion and judgement in assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre;
(e) assisting with the planning and organisation of a laboratory or technology centre and fieldwork;
(f) investigating and reporting on the efficiency and effectiveness of system design;
(g) conducting training and instruction to school colleagues within the technical field;
(h) regularly interacting with a range of external or internal clients to provide advice or specialist information.

Specific to Library / AV Services
(a) preparing descriptive cataloguing for library materials;
(b) supervising the operation of circulation systems;
(c) answering reference and information inquiries, other than ready reference;
(d) providing advanced guidance in the use of information systems;
(e) producing advanced resource materials e.g. multi-media kits, video and film clips;
(f) teaching advanced audio-visual, computer and other technical skills to students and Teachers;
(g) searching and verifying bibliographical data where judgement and discretion is involved;
(h) assisting with supervision of students in the library where discretion and judgement is involved.

Specific to Laboratory
(a) providing technical assistance and advice, as requested;
(b) testing of experiments and demonstrating experiments with Teachers.
Specific to Information and Communications Technology (ICT)
(a) advising Teachers and students on aspects of information technology and use in the school;
(b) supervising and maintaining hardware and software components of a computer network, with appropriate support for users;
(c) responding to faults requiring more detailed attention;
(d) designing and implementing systems for computer networks and deploying a significant number of computers at a time without guidance.

5.5 Typical duties - Education Support (Level 4)
The duties listed are examples of activities typically undertaken by Employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.5.1 Administrative Services 4
(a) managing a significant functional unit with a diverse or complex set of functions and substantial resources;
(b) coordinating or managing the administrative services across two or more campuses of a secondary college;
(c) being responsible for the financial functions and/or team in a school;
(d) providing high level financial advice and support and complex budget advice and support;
(e) managing the provision of services including buildings, maintenance, cleaning, residential, food and transport.

5.5.2 Student Support 4
(a) providing standard professional services at an experienced level within defined organisational parameters;
(b) providing complex professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others;
(c) providing standard clinical professional services to students within the parameters of school policy and guidelines;
(d) making decisions on complex intervention strategies that may have significant consequences for clients and their families.

5.5.3 Curriculum/Resource Services 4

General
(a) 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;
(b) being responsible for a significant and discrete functional unit, which ordinarily will involve the supervision of its staff;
(c) liaising and negotiating to a significant degree with Teachers on curriculum matters;
(d) providing expertise and leadership in policy development to guide the work of others, including Teachers;
(e) developing and delivering professional development programs for colleagues or other staff involved in a technical field.

Specific to Library/AV Services
(a) 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.

Specific to Laboratory
(a) designing and demonstrating more complex experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgement are required;
(b) managing a science laboratory in a large or multi-campus secondary college where a variety of tests are undertaken, including activities that are not routine and techniques that are not standard
Bayview College Portland Agreement 2013-2016

(such a role would mainly only exist if curriculum leaders role was independent of the laboratory manager);
(c) formulating and supervising experiments for colleagues or other staff involved in a scientific or technical field.

Specific to Information and Communications Technology (ICT)
(a) managing the development and effective operation of the computer systems within a school(s) where there is a high degree of complexity (e.g. significant size, multi campuses, integration of several functional areas) and importance to the educational objectives to be achieved.

5.6 Typical duties- Education Support (Level 5)
The duties listed are examples of activities typically undertaken by employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.6.1 Administrative Services 5
(a) leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources in a large school.

5.6.2 Student Support 5
(a) managing at a high level the delivery of professional support services in a large school, including the development of policy and operational practices to guide the work of others.

5.6.3 Curriculum/Resource Services 5

General
(a) leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources in a large school, including initiating, developing and implementing key policy initiatives.

SCHEDULE 6 – CLASSIFICATION – School Support Officer

6. Classification- School Services Officers

6.1 School Services Officer Level One

(a) Qualifications and experience
Level I duties do not require a qualification of experience upon engagement.

(b) Typical roles and duties
(i) Cleaner;
(ii) Assistant to gardener; or
(iii) Assistant to building maintenance.

(c) Direction and supervision
(i) Close supervision or, in the case of more experienced Employee's, routine supervision of straightforward tasks;
(ii) Close supervision of more complex tasks.

Roles at this level do not supervise.

6.2 School Services Officer Level Two

(a) Qualifications and experience
Level 2 duties typically require a skill level which requires relevant knowledge or training, such as:
Bayview College Portland Agreement 2013-2016

(i) Certificate I or II;
(ii) Year 12;
(iii) 2 years' relevant experience or;
(iv) An equivalent combination or relevant experience and education / training.

(b) Typical roles and duties
(i) Duties appropriate to a trades assistant or equivalent;
(ii) Gardener;
(iii) Building maintenance;
(iv) Security;
(v) Driver of school vehicles;
(vi) Domestic staff, or
(vii) Food services.

(c) Direction and supervision
(i) Supervision is generally required to establish general objectives relative to specific tasks;
(ii) To outline the desired end product; and
(iii) To identify potential resources for assistance.

Roles at this level do not supervise.

6.3 School Services Officer Level Three

(a) Qualifications and experience
Level 3 duties typically require a skill level which requires relevant knowledge or training equivalent to:
(i) Trades certificate or Certificate III;
(ii) Completion of Year 12 or a Certificate I or II with relevant experience and/or education/training; or
(iii) An equivalent combination or relevant experience and education/training.

(b) Typical roles and duties
(i) Duties appropriate to a tradesperson or equivalent;
(ii) Skilled gardener;
(iii) Building maintenance;
(iv) Security;
(v) Domestic or food services Employee.

(c) Direction and supervision
(i) Routine supervision to general direction, depending on tasks involved and experience;
(ii) Supervision is present to review established objectives.

May be required to supervise School Services Officers at lower levels.

6.4 School Services Officer Level Four

(a) Qualifications and experience
Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
(i) Trades certificate or Certificate IV and relevant experience;
(ii) An equivalent combination of relevant experience and/or education/training.

(b) Typical roles and duties
(i) Experienced tradesperson;
(ii) Supervisor.
(c) Direction and supervision  
(i) Broad direction/ working with a degree of autonomy.

May be required to supervise School Services Officers at lower levels.

SCHEDULE 7 – WAGE STRUCTURE

7.1 Category A.

A full-time Category A Education Support Officer shall be paid within the appropriate level specified in Schedule 5.

7.2 Category B

A Category B Education Support Officer’s weekly rate of pay shall be calculated according to the following formula:

Category B weekly rate = Category A weekly rate × 48/52

7.3 Category C

A Category C Education Support Officer’s weekly rate of pay shall be calculated according to the following formula:

Category C weekly rate = Category A weekly rate × 50/52

7.4 Part-time rate

A part-time Education Support Officer’s weekly rate of pay shall be calculated according to the following formula:

Category A, B or C weekly rate = hours worked per week/38

7.5 Casual rate

A Casual Education Support Officer’s hourly rate of pay is calculated by taking the lowest pay subdivision of the appropriate classification level in Schedule 8, dividing by 52.18 then by 38 and adding a loading of 33.3% to the nearest 10 cents. A Casual Education Support Officer required to attend for duty by the Employer for less than two hours on any day must be paid for a minimum of two hours for any attendance.
## SCHEDULE 8 – WAGES – Education Support Officers

<table>
<thead>
<tr>
<th>Level</th>
<th>New Subdivision</th>
<th>Education Support Officers - Pay Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>18</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>22</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>23</td>
<td></td>
<td>46,574</td>
</tr>
<tr>
<td>24</td>
<td></td>
<td>46,574</td>
</tr>
</tbody>
</table>

Page 49 of 50
### School Support Officers - Pay Structure

<table>
<thead>
<tr>
<th>Level Division</th>
<th>Sub Division</th>
<th>New Level Division</th>
<th>Feb-13</th>
<th>Feb-14</th>
<th>May-14</th>
<th>Aug-14</th>
<th>Feb-15</th>
<th>May-15</th>
<th>Aug-15</th>
<th>Feb-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>1</td>
<td>38,061</td>
<td>37,802</td>
<td>38,000</td>
<td>38,570</td>
<td>39,115</td>
<td>40,001</td>
<td>40,500</td>
<td>41,513</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>1</td>
<td>39,213</td>
<td>38,926</td>
<td>38,926</td>
<td>39,509</td>
<td>40,063</td>
<td>41,535</td>
<td>42,054</td>
<td>43,105</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>1</td>
<td>40,458</td>
<td>40,161</td>
<td>40,161</td>
<td>40,764</td>
<td>41,535</td>
<td>43,070</td>
<td>43,607</td>
<td>44,697</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>1</td>
<td>41,592</td>
<td>41,287</td>
<td>41,287</td>
<td>41,906</td>
<td>42,494</td>
<td>44,604</td>
<td>45,161</td>
<td>46,290</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>2</td>
<td>41,055</td>
<td>40,753</td>
<td>42,000</td>
<td>42,630</td>
<td>43,227</td>
<td>45,600</td>
<td>46,169</td>
<td>47,323</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>2</td>
<td>42,230</td>
<td>41,920</td>
<td>43,488</td>
<td>44,140</td>
<td>44,758</td>
<td>46,538</td>
<td>47,119</td>
<td>48,297</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>3</td>
<td>43,672</td>
<td>43,351</td>
<td>44,975</td>
<td>45,649</td>
<td>46,289</td>
<td>47,476</td>
<td>48,068</td>
<td>49,270</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>4</td>
<td>46,009</td>
<td>45,671</td>
<td>46,463</td>
<td>47,159</td>
<td>47,820</td>
<td>48,413</td>
<td>49,018</td>
<td>50,243</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>5</td>
<td>46,500</td>
<td>47,950</td>
<td>48,669</td>
<td>49,351</td>
<td>49,351</td>
<td>49,967</td>
<td>51,216</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>3</td>
<td>45,952</td>
<td>48,000</td>
<td>48,000</td>
<td>48,720</td>
<td>49,403</td>
<td>49,403</td>
<td>50,019</td>
<td>51,269</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>2</td>
<td>47,858</td>
<td>49,275</td>
<td>49,275</td>
<td>50,014</td>
<td>50,715</td>
<td>50,715</td>
<td>51,348</td>
<td>52,632</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>3</td>
<td>49,822</td>
<td>50,550</td>
<td>50,550</td>
<td>51,308</td>
<td>52,027</td>
<td>52,027</td>
<td>52,677</td>
<td>53,994</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>4</td>
<td>50,946</td>
<td>51,825</td>
<td>51,825</td>
<td>52,602</td>
<td>53,340</td>
<td>53,340</td>
<td>54,005</td>
<td>55,355</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>5</td>
<td>53,100</td>
<td>53,896</td>
<td>53,896</td>
<td>54,652</td>
<td>54,652</td>
<td>55,334</td>
<td>56,717</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>4</td>
<td>46,819</td>
<td>52,850</td>
<td>52,850</td>
<td>53,642</td>
<td>54,395</td>
<td>54,395</td>
<td>55,073</td>
<td>56,450</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>2</td>
<td>48,731</td>
<td>53,858</td>
<td>53,858</td>
<td>54,666</td>
<td>55,432</td>
<td>55,432</td>
<td>56,124</td>
<td>57,527</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>3</td>
<td>52,114</td>
<td>54,866</td>
<td>54,866</td>
<td>55,689</td>
<td>56,469</td>
<td>56,469</td>
<td>57,174</td>
<td>58,603</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>4</td>
<td>54,571</td>
<td>55,874</td>
<td>55,874</td>
<td>56,712</td>
<td>57,507</td>
<td>57,507</td>
<td>58,225</td>
<td>59,681</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>5</td>
<td>56,932</td>
<td>57,735</td>
<td>58,544</td>
<td>58,544</td>
<td>59,275</td>
<td>60,757</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
11 June 2015

Commissioner Bissett
Fair Work Commission
GPO Box 1994
Melbourne VIC 3001

Dear Commissioner

Re: Bayview College Portland Agreement 2013 - 2016

We confirm that the nominal expiry date put to our employees and subsequently voted upon was the 31st December 2016. This date was agreed to allow enough time for the next round of State and Catholic negotiations to be resolved, with the aim to match their pay and conditions in the next round of our negotiations.

In addition, we confirm that Bayview College undertakes that the dispute resolution procedure in clause 8 will also apply to matters arising under the National Employment Standards.

In relation to Long Service Leave (clause 31.1.2), Bayview College will comply with the Section 74 of the Long Service Leave Act 1992 and undertakes that no Long Service Leave will be paid in lieu of LSL being taken.

If you have any queries, please do not hesitate to call me on 03 5523 1042.

Yours sincerely,

[Signature]

Dr. Michelle Kearney
Principal