DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Beaconhills College Pty Ltd T/A Beaconhills College
(AG2018/6936)

BEACONHILLS COLLEGE TEACHERS AGREEMENT 2018-2021

Educational services

DEPUTY PRESIDENT GOSTENCNIK MELBOURNE, 30 APRIL 2019

Application for approval of the Beaconhills College Teachers Agreement 2018-2021.

[1] An application has been made for approval of an enterprise agreement known as the Beaconhills College Teachers Agreement 2018-2021 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Beaconhills College Pty Ltd T/A Beaconhills College. The agreement is a single enterprise agreement.

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

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

[4] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.
The Agreement was approved on 30 April 2019 and, in accordance with s.54, will operate from 7 May 2019. The nominal expiry date of the Agreement is 29 April 2023.

DEPUTY PRESIDENT

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<AE503127 PR707510>
Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/6936 - Application by Beaconhills College Pty Ltd T/A Beaconhills College

Applicant:
Beaconhills College Pty Ltd T/A Beaconhills College

Section 185 - Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Penelope Reed, Head of Human Resources for Beaconhills College give the following undertakings with respect to the Beaconhills College Teachers Agreement 2018-2021 ("the Agreement"):

1. I have the authority given to me by Beaconhills College Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

2. Dispute Resolution term (Clause 11.1)
   Beaconhills College undertakes to apply the Dispute resolution clause (Clause 11.1 of the Beaconhills College Teachers Agreement 2018-2021) to any disputes in relation to the National Employment Standards (NES).

3. Parental leave (Clause 26.12.3)
   Beaconhills College undertakes that any paid or unpaid birth related parental leave taken prior to parental leave commencing is not included as part of the employee's parental leave.

4. Redundancy (Clause 37.6)
   In reference to clause 37.6, Beaconhills College undertakes to apply to the Commission for an order pursuant to s.120 of the Fair Work Act to reduce the amount of redundancy payable to the employee, if the employer has found acceptable alternative employment for the employee.

5. Beaconhills College undertakes that applicable from 1 February 2019 the casual teacher rate is $364.60 and from 1 October 2019, the casual teacher rate is $370.98.

6. Beaconhills College undertakes that it will pay the applicable award level rate plus a 25% casual loading for all Casual Teachers who are engaged for 5 consecutive days or longer.

7. Beaconhills College undertakes to pay the applicable vehicle allowance as per clause 15.3 of the Teachers award.

8. Beaconhills College undertakes to engage all fixed term teachers for a period of at least 4 weeks.
9. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

[Signature]

Date: 31/4/2019
Part 1 – Application and Operation

1 Title

This Agreement is to be known as the Beaconhills College Teachers Agreement 2018-2021 (the ‘Agreement’) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth.) (the Act).

2 Arrangement

This Agreement is arranged as follows.

<table>
<thead>
<tr>
<th>Part Title</th>
<th>Part Number</th>
<th>Clause Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application and Operation</td>
<td>1</td>
<td>1-9</td>
<td>1</td>
</tr>
<tr>
<td>Consultation and Dispute Resolution</td>
<td>2</td>
<td>10-11</td>
<td>6</td>
</tr>
<tr>
<td>Employment Relationship</td>
<td>3</td>
<td>12-15</td>
<td>9</td>
</tr>
<tr>
<td>Classification and Remuneration</td>
<td>4</td>
<td>16-20</td>
<td>12</td>
</tr>
<tr>
<td>Leave and Other Absences</td>
<td>5</td>
<td>21-35</td>
<td>13</td>
</tr>
<tr>
<td>Termination of Employment and Related Matters</td>
<td>6</td>
<td>36-38</td>
<td>28</td>
</tr>
<tr>
<td>Other Provisions</td>
<td>7</td>
<td>39-44</td>
<td>31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clause Title</th>
<th>Clause Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident Compensation and Accident Make Up Pay</td>
<td>5</td>
<td>35</td>
</tr>
<tr>
<td>Agreement Flexibility</td>
<td>1</td>
<td>9</td>
</tr>
<tr>
<td>Annual Leave</td>
<td>5</td>
<td>21</td>
</tr>
<tr>
<td>Annual Leave Loading</td>
<td>5</td>
<td>22</td>
</tr>
<tr>
<td>Arrangement</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Breakage and Loss</td>
<td>7</td>
<td>40</td>
</tr>
<tr>
<td>Commencement Date and Period of Operation</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Compassionate Leave</td>
<td>5</td>
<td>24</td>
</tr>
<tr>
<td>Consultative regarding Major Workplace Change</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>Coverage</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Definitions</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Dispute Resolution</td>
<td>2</td>
<td>11</td>
</tr>
<tr>
<td>Examination Leave</td>
<td>5</td>
<td>32</td>
</tr>
<tr>
<td>Hours of Work</td>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>Government Paid Parental Leave Scheme</td>
<td>5</td>
<td>28</td>
</tr>
<tr>
<td>Infectious Diseases Leave</td>
<td>5</td>
<td>25</td>
</tr>
<tr>
<td>Jury Service Leave</td>
<td>5</td>
<td>34</td>
</tr>
<tr>
<td>Leave without Pay</td>
<td>5</td>
<td>31</td>
</tr>
<tr>
<td>Long Service Leave</td>
<td>5</td>
<td>29</td>
</tr>
<tr>
<td>Meal Allowance</td>
<td>7</td>
<td>39</td>
</tr>
<tr>
<td>Modes of Employment</td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>Minimum Employment Period</td>
<td>3</td>
<td>13</td>
</tr>
<tr>
<td>No Extra Claims</td>
<td>1</td>
<td>7</td>
</tr>
<tr>
<td>Non Attendance Time</td>
<td>3</td>
<td>15</td>
</tr>
<tr>
<td>Notice of Termination</td>
<td>6</td>
<td>36</td>
</tr>
<tr>
<td>Parental Leave</td>
<td>5</td>
<td>26</td>
</tr>
<tr>
<td>Paid Parental Allowance</td>
<td>5</td>
<td>27</td>
</tr>
<tr>
<td>Payment Arrangements</td>
<td>4</td>
<td>19</td>
</tr>
<tr>
<td>Personal/Carer’s Leave</td>
<td>5</td>
<td>23</td>
</tr>
<tr>
<td>Performance and Conduct Management</td>
<td>6</td>
<td>38</td>
</tr>
</tbody>
</table>

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

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

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

3.3 The Employer and the Employees agree that negotiations for a replacement Agreement will commence in June 2020.

4 Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident Compensation Act Act</td>
<td>Means the <em>Accident Compensation Act 1985</em> (Vic.) or its successor(s)</td>
</tr>
<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>Continuous Service</td>
<td>Includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave, infectious diseases leave and carer's leave) and compassionate leave, school holidays, annual leave, long service leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee. Periods of unpaid leave do not count as service, except at the discretion of the Employer. Periods of unpaid leave do not break continuity of service.</td>
</tr>
<tr>
<td>Award</td>
<td>Means the <em>Educational Services (Teachers) Award 2010</em> or its successor(s)</td>
</tr>
</tbody>
</table>
| Ordinary Rate of Pay                      | Means the current weekly rate for an employee as prescribed in this Agreement plus:  

1) any regular weekly over-Agreement payments;
ii) any position of leadership allowance which is paid on a regular and continuing basis;

iii) and penalties or allowances in the nature of salary;

but does not include:

iv) any overtime;

v) any travel allowance;

vi) any other allowances that are not in the nature of salary.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board</td>
<td>Means the Board of Governors, Beaconhills College Ltd</td>
</tr>
<tr>
<td>Casual Teacher</td>
<td>Means a Teacher employed pursuant to sub clause 12.4 (Clause 12 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>College</td>
<td>Means Beaconhills College Ltd ABN 48 006 204 548 trading as Beaconhills College</td>
</tr>
<tr>
<td>Employee</td>
<td>Means a Teacher employed by the Employer to teach students in the Preparatory to Year 12 educational programme</td>
</tr>
<tr>
<td>Employer</td>
<td>Means the Beaconhills College ABN 48 006 204 548</td>
</tr>
<tr>
<td>Experience</td>
<td>Means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment</td>
</tr>
<tr>
<td>FWC</td>
<td>Fair Work Commission</td>
</tr>
<tr>
<td>Fixed Term Teacher</td>
<td>Means a Teacher employed pursuant to sub clause 12.3 (clause 12 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>Full Time Teacher</td>
<td>Means a Teacher employed pursuant to sub clause 12.1 (clause 12 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>Headmaster</td>
<td>Means the Headmaster of Beaconhills College or his/her nominee</td>
</tr>
</tbody>
</table>
| Immediate Family              | Means:  
- Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto spouse means a person, although not legally married to the Teacher, who lives with the Teacher in a relationship as a couple on a genuine domestic basis (whether the Teacher and the persons are of the same sex or different sexes); and  
- 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 Teacher or spouse of the Teacher |
| LSL Act                       | Means the Long Service Leave Act 2018(Vic.) or its successor(s)              |
| NES                           | Means the National Employment Standards as contained in Part 2-2 of the Act |
| Non Attendance Time           | Means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government of the Victorian government school teachers (less 4 weeks’ annual leave) |
| Part Time Teacher             | Means a Teacher employed pursuant to sub clause 12.2 (clause 12 – Modes of Employment) of this Agreement |
| Permission to Teach Teacher   | Means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is engaged to undertake the duties of a Teacher, which includes the delivery of the College’s educational program and the assessment of student participation in the educational program. |
## 5 Coverage

5.1 This Agreement covers:

a) the Employer;

b) teachers, including Permission to Teach Teachers

5.2 This Agreement does not cover:

a) a Headmaster

b) a Campus Principal

c) an employee who is covered by the Educational Services (Schools) General Staff Award 2010;

## 6 Relationship to the Award

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

## 7 No extra claims

The Employer and Teachers agree that the salary increase and other improvements in conditions of employment provided by this Agreement are in settlement of all existing claims made by the Employer and the Teachers, and that no further claims will be made prior to the nominal expiry date set out in clause 3.2

## 8 The National Employment Standards

8.1 The National Employment Standards (NES) in Part 2-2 of the Act is the minimum entitlements of a Teacher covered by the Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
8.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

9 Agreement Flexibility

9.1 An Employer and Employee covered by this enterprise agreement may agree to make 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); and

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 s.172 of the Act; and
b) are not unlawful terms under s.194 of the Act; 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 enterprise 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

e) states the day on which the arrangements 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 any time.
Part 2- Consultation and Dispute Resolution

10 Consultation regarding Major Workplace Change

10.1 This clause applies if the employer:

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

Consultation Regarding Major Workplace Change

10.2 For a major change referred to in paragraph 10.1 a):

a) the employer must notify the relevant Teachers of the decisions to introduce the major change; and
b) clauses 10.3 to 10.9 apply.

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

10.4 If:

a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation; and
b) the Teacher or Teachers advise the 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 Teachers; and
   iii. the measures the employer is taking to advert or mitigate the adverse effect of the change on the Teachers; and
b) for the purposes of the discussion – provide, in writing, to the relevant Teachers:
   i. all relevant information about the change including the nature of the change proposed; and
   ii. information about the expected effects of the change on the Teachers; and
   iii. any other matters likely to affect the Teachers.

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

10.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.
10.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 10.2 a) and clauses 10.3 and 10.5 are not taken to apply.

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

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

Consultation about changes to regular roster or hours of work

10.10 For a change referred to in clause 10.1 b):

   a) the employer must notify to relevant Teachers of the proposed change; and
   b) clauses 10.11 to 10.15 apply.

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

10.12 If:

   a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of the consultation,
   b) the Teacher or Teachers advise the employer of the identity of the representative;

The employer must recognise the representative.

10.13 The employer must:

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

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

10.16 For the purposes of 10.10 to 10.15, a School’s educational timetable in respect of academic classes and student activities which;

a) may operate on a term, semester or a School Year basis, and
b) ordinarily changes between one period of operation and the next, and
c) may change during the period of operation

Is not a regular roster.

10.17 However, where a change to a School’s educational timetable directly results in a change to:

a) the number of ordinary hours of work of an Teacher, or
b) the spread of hours over which the Teacher’s ordinary hours are required to be worked, or
c) the days over which the Teacher is required to work

Then clauses 10.11 to 10.15 will apply.

10.18 In this clause relevant employees means the Teachers who may be affected by a change referred to in 10.1

11. Dispute resolution

11.1 Where there is a dispute between a Teacher (or Teachers) and the Employer (‘the parties’) about the application, or interpretation of, this Agreement (the matter in dispute), the procedure outlined in 11.2 will apply.

11.2 The procedures is as follows:

Step 1

Every attempt will be made to resolve the matter by discussions between the Employer and the Teacher(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

Where the matter is not resolved by Step 1, the Employer or the Teacher(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter.

Step 3

Where the Employer and the Teacher(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.
Step 4

In the event that Steps 1, 2 and 3 fail to resolve the matter it may be referred by either party to the Commission for its assistance in resolving the matter by conciliation. In normal circumstances, the matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2, and where agreed, Step 3.

Step 5

Where the matter is not resolved by conciliation, either party may request the Commission to arbitrate the matter in dispute. Any such arbitration will be subject to, and in accordance with, this clause. In arbitrating the matter in dispute, the Commission may only:

a) give directions about the process to be followed within the School to resolve the matter in dispute; and/or
b) determine the matter in dispute consistent with the limits or standards set by the relevant provisions of this Agreement.

11.3 Until the matter is determined, work will continue normally in accordance with the custom or practice existing before the matter arose, while discussions take place.

11.4 No party will be prejudiced as to the final settlement by the continuation of work. Health and safety matters are exempted from this provision.

Part 3 – Employment Relationship

12 Modes of Employment

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.

12.1 Full Time Teacher

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

12.2 Part Time Teacher

a) The Employer may employ a Teacher on a part time basis in accordance with this Agreement.
b) 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.
c) 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 12.2b). The pro rata annual salary is calculated using the following formula. For this purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 18 hours secondary and 23 hours primary:

\[
\text{Teacher's hours of face-to-face teaching} \times \frac{\text{Annual Salary}}{\text{Hours of face-to-face teaching of a Full Time Teacher}}
\]
d) A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

12.3 Fixed Term Teacher

a) The Employer may employ a Teacher to work on a replacement basis for a specified period of time as a full time or part time Teacher:
   i. To replace one or more Teachers who are on leave;
   ii. To undertake a specified project for which funding has been made available;
   iii. To undertake a specified task which has a limited period of operation;
   iv. 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;
   v. To replace a Teacher who provided notice of termination of employment after the commencement of Term 4. The period of appointment must not exceed the end of the following School Year.

b) 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.

c) Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher of:
   • The reason for the fixed nature of the employment;
   • The date of commencement of the employment;
   • The benefits which are applicable under this Agreement; and
   • The rights of any Teacher being replaced.

d) Subject to clause 13 – Minimum Employment 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 provision in clause 36 – Notice of Termination.

e) A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:
   • Notice of termination (where the date of cessation of employment is stated at the time of appointment);
   • Parental Allowance; and
   • Redundancy

12.4 Casual Teacher

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

b) 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.

c) The Employee will engage a Casual Teacher for a full day or half day.

d) A Casual Teacher is not entitled to any of the following benefits under this Agreement:
   • Notice of termination of employment;
   • Redundancy;
   • Remuneration Packaging;
   • Annual Leave;
   • Jury Service Leave;
   • Non Attendance Time;
• Leave Loading;
• Public Holidays;
• Paid Personal Leave;
• Parental Allowance;
• Paid Compassionate Leave; and
• Accident Make-Up Pay

e) A Casual Teacher is entitled to unpaid Carer’s Leave and Unpaid Parental Leave.
f) 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.

13. Minimum Employment Period

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 36 – Notice of Termination and does not need to comply with 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 Teacher is entitled to four weeks’ notice or payment in lieu of notice.

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. Hours of Work

14.1 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.

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

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

15. Non Attendance Time

15.1 A Teacher is not required or requested to attend at the College 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.
15.2 The Employer may require a Teacher with a Position of Responsibility to attend the College during Non-Attendance Time. The Employer will consult Teachers with Position of Responsibilities in relation to any attendance requirements, which will be mutually agreed, during Non-Attendance Time.

15.3 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 Clause 15.5.

15.5 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:

\[
\text{Teacher's Attendance Time} \times \text{Non Attendance Time} - \text{Non Attendance Time already Taken}
\]

College's Attendance Time

Note: Amounts to be specified as weeks or part weeks.

Part 4 - Classification and Remuneration

16. Salary, Responsibility Allowance and Classification

16.1 Schedule 1 sets out the classification structure/s and relevant progression arrangements.

16.2 Salaries and responsibility allowances are specified in the schedules attached to this Agreement.

16.3 From Term 3, 2019 the parties will meet to negotiate the salaries for the remainder of the agreement period. The salary schedules for 2020 and 2021 will be published or confirmed via the School intranet or an equivalent means. Where possible and contingent on Government funding, salaries will be maintained at the current percentage rate above State Government School salaries.

16.4 For the purposes of the discussion outlined in clause 16.4 the Staff Consultative Committee as outlined in clause 43 will be used.

17. Remuneration Package

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

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

18. Superannuation

18.1 Superannuation Legislation

The rights and obligations in these clauses supplement those in superannuation legislation.
18.2 Employer Contributions

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

18.3 Voluntary Employee Contributions

a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in Clause 18.2.

b) A Teacher may adjust the amount the Teacher has authorised the Employer to pay from the wages of the Teacher from the first of the month following the giving of three months’ written notice to the Employer.

c) The Employer must pay the amount authorised under clause 18.3(a) and 18.3(b) not later than 28 days after the end of the months in which the deduction authorised under clause 18.3(a) or 18.3(b) was made.

18.4 Superannuation Fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the Teacher, the Employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clause 18.3(a) and 18.3(b) to Combined Super Fund or its successor, provided that the Employer is not required to become a participating employer.

19. Payment Arrangements

Salary will be paid by credit transfer to the Teacher’s nominated financial institution account once every month, with payment being made as nearly as possible on the middle of each month, including one half month in arrears and one half month in advance.

20. Withholding on Monies

If a Teacher fails to give the notice specified in Clause 13 or 36, the Employer may withhold from any monies due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

Part 5 – Leave and Other Absences

21. Annual Leave

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

21.2 A Teacher is entitled to four week’s annual leave for every 12 months continuous service on a pro rata and cumulative basis.

21.3 A Teacher must take an amount of annual leave during the shutdown period following the end of Term 4. The shutdown period may differ for individual Teachers, depending on work commitment 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 Teacher works.
21.4 A teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.

21.5 A Teacher will take all accrued annual leave during the shutdown period.

21.6 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 annual leave, pursuant to the following formula:

\[
\text{Teacher's Attendance Time} \times \text{Annual Leave} - \text{Annual Leave already taken}
\]

**Note:** Amounts specified in weeks or part weeks

22. **Annual Leave Loading**

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

22.2 Annual leave loading is paid with each salary payment throughout the School Year.

23. **Personal/Carer’s Leave**

23.1 Personal/Carer’s Leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

23.2 Entitlement

a) A Teacher is entitled to a paid personal leave entitlement, which includes both sick and carer’s leave,

b) For a Full Time Teacher, the personal leave entitlement, which may be used for sick leave and carer’s leave, equates to 15 days per year of service. A Part Time Teacher is entitled to paid sick leave on a pro rata basis on specified hours in Clause 14 – Hours of Work.

c) Paid sick leave is taken by the Teacher because of a personal illness or injury.

d) Paid carer’s leave is taken by the Teacher to provide care or support to a member of the Teacher’s immediate Family or a member of the Teacher’s household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A Part Time Teacher is entitled to paid carer’s leave on a pro rata basis based on specified hours in Clause 14 – Hours of Work.

e) Where the Teacher has exhausted the paid personal leave entitlement, the Teacher may take up to two days’ unpaid carer’s leave per permissible occasion. Unpaid carer’s leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.

f) A Casual Teacher may take up to two days’ unpaid carer’s leave per permissible occasion, Unpaid carer’s leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.

g) The amount of personal leave a Full Time Teacher may take as sick leave depends upon how long the Teacher has worked for the Employer and accrues as follows:

- 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
- In the second and subsequent year of service, 15 days at the commencement of that year.

h) A Teacher must notify the Employer of the Teacher’s absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a
personal illness or injury or to provide care or support to a member of the Teacher’s immediate family or household as the member is suffering either a personal illness or injury or unexpected emergency.

i) A Teacher is entitled to sick leave provided that:
   - The Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for any absence of more than two consecutive days;
   - The Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for any absence continuous with a Public Holiday or the first or last day of a term to which the Teacher is entitled and which would not otherwise require the production of a certificate;
   - The Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

j) A Teacher is entitled to carer’s leave provided that:
   - The Teacher produces a medicate certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for an absence of more than two consecutive days, if the member of the Teacher’s immediate family or household is ill or injured; or
   - The Teacher produces a statutory declaration made by the Teacher to the Employer for an absence of more than two consecutive days if a member of the Teacher’s immediate family or household is affected by an unexpected emergency;
   - The Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for any absence continuous with a public holiday or the first or last day of a term to which the Teacher is entitled and which would not otherwise require the production of a certificate;
   - The Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

24. Compassionate Leave

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

24.2 Entitlement

a) A Teacher may take three (3) days’ paid leave per occasion when a member of the Teacher’s immediate family or household dies or when the Teacher’s immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

b) 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 Teacher.

c) The Teacher is entitled to compassionate leave only if the Teacher gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.
25. Infectious Diseases Leave

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

- German Measles
- Chickenpox
- Measles
- Mumps
- Scarlet Fever
- Whooping cough
- Rheumatic Fever, or
- Hepatitis

25.2 The Teacher must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

26. Parental Leave

26.1 Eligibility

26.1.1 An Employee (other than a Casual Employee who is not an Eligible Casual Employee) who has or will have responsibility for the care of the child, is entitled to parental leave if they have completed 12 months of continuous service:

26.1.2 An Employee who is the primary caregiver of the child must have completed 12 months of continuous service by the date or expected date of birth in the case of birth-related parental leave, or by the day of placement or expected day of placement in the case of adoption-related parental leave.

26.1.3 An Employee who is the secondary caregiver of the child must have completed 12 months of continuous service by the date the leave is to start.

26.2 Basic Entitlement

26.2.1 After 12 months continuous service, an eligible Employee (as defined in Clause 26.1) is entitled to up to 52 weeks unpaid parental leave in relation to the birth or adoption of a child.

26.3 Casual Employees

26.3.1 Casual Employees are not eligible for parental leave unless they are Eligible Casual Employees.

26.3.2 However, all Casual Employees are eligible for two (2) days unpaid pre-adoption leave in accordance with clause 26.9.

26.3.3 An Eligible Casual Employee is a Casual Employee:
26.3.4 who has been engaged by the School on a regular and systematic basis for a sequence of periods of employment during a period of 12 months: and

26.3.5 who, but for

i. the birth of expected birth: or

ii. the placement or expected placement of a child,

would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

26.4 Definitions for this clause

Child for the purposes of birth-related parental leave means a child of the Employee under the age of five (5) years or under school age, whichever applies first.

Child for the purposes of adoption-related leave means a child of the Employee under the age of sixteen (16) years (as at the day of placement or the expected day of placement) who is placed with the Employee, other than a child or stepchild 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 (6) months or more, and is not (otherwise than because of the adoption) a child of the Employee or the Employee’s spouse.

Concurrent Parental Leave occurs when both members of an Employee Couple take parental leave at the same time.

Continuous Service is work for the Employer on a regular and systematic basis, including any period of authorised leave or absence. To avoid doubt, a period of unpaid parental leave does not break the Employee’s continuity of employment but does not count as employment or service.

Day of Placement for the purpose of adoption-related parental leave means the day on which the Employee first takes custody of the child for adoption or the day on which the Employee starts any travel that is reasonable necessary to take custody of the child for adoption.

Employee Couple means when both parents of the child are employed, not necessarily by the same Employer.

Spouse includes a de facto spouse, former spouse, and a former de facto spouse of the Employee.

De Facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis, whether the Employee and the person are of the same sex or different sexes.

26.5 Types of Parental Leave

26.5.1 Parental leaves includes birth-related parent leave, adoption-related parental leave and special parental leave.
(a) **Birth-related parental leave** is unpaid leave taken in association with the birth of a child of the Employee.

(b) **Adoption-related parental leave** is unpaid leave taken in association with the adoption of a child by the Employee or the Employee's spouse.

(c) **Special parental leave** is unpaid leave taken by a female employee if she is not fit for work during that period because:

i. she has a pregnancy related illness.

ii. she has been pregnant and the pregnancy ends within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child.

26.6 When to take leave

Unless agreed otherwise between the Employer and the Employee, a female employee who is pregnant may commence birth-related parental leave at any time within the six (6) weeks immediately prior to the expected date of the birth of the child.

26.7 Taking Parental Leave – members of an employee couple who each intend to take leave

26.7.1 This clause applies to an Employee if they are a member of an Employee Couple and each member of the Employee Couple intends to take unpaid parental leave.

26.7.2 Unless agreed otherwise between the Employer and Employee/s, each Employee must take their leave in a single continuous period.

26.8 Concurrent leave

26.8.1 An Employee, who is a member of an Employee couple, where each of the Employees intends to take unpaid parental leave, is entitled to take concurrent leave, which is taken at the same time that the Employee, who has responsibility for the care of the child has taken leave:

a) for up to eight (8) weeks during the 12 months after the date of birth or day of placement of the child;

b) with the leave to commence no earlier than the date of birth or the day of placement of the child, unless the Employer agrees to different arrangements;

c) with the leave taken in one continuous period or in separate periods, with each period not being less than two weeks, unless the Employer agrees.

26.8.2 Extension of Concurrent Parental Leave

An Employee who takes second or subsequent period of concurrent leave is required to give four (4) weeks' notice before starting the period of concurrent leave; or if that is not practicable – as soon as possible (which may be a time after the leave has started). An application must be made in writing to the Headmaster.

26.9 Unpaid pre-adoption leave
26.9.1 All Employees, including Employees with less than 12 months of continuous service and, all Casual Employees (including those who are not Eligible Casual Employees) are entitled to at least two (2) days unpaid pre-adoption leave for the purpose of attending any compulsory interviews or examinations which are necessary to obtain approval for the employee’s adoption of a child. The Employer and Employee 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.

26.9.2 Where other types of paid leave are available to the Employee, the Employer may require the Employee to take such leave instead of pre-adoption leave.

26.9.3 The Employee is required to give the Employer notice of taking pre-adoption leave as soon as practicable, and if required, must provide evidence that would satisfy a reasonable person that the leave is needed to attend interviews or examinations which are necessary as party of the adoption procedure.

26.10 Notice & Evidence Requirements for Birth-Related Parental and Adoption Leave

26.10.1 An Employee must give his or her Employer ten (10) weeks written notice of the taking of parental leave. The notice must specify the intended start and end dates of the leave.

26.10.2 At least four (4) weeks before the intended start and end dates of the parental leave, the Employee must confirm the intended start and end dates of the parental leave, unless it is not practicable to do so.

26.10.3 An Employee who has given his or her Employer notice of the taking of parental leave must, if required to do so by the Employer, provide evidence that would satisfy a reasonable person of the date of birth or expected date of birth, or for adoption-related leave, the day of the placement or expected date of placement and that the child is or will be under sixteen (16) as at the day of placement or the expected day of placement.

26.10.4 Without limiting clause 26.10.3, an Employer may require the evidence in 26.10.3 to be a medical certificate.

26.10.5 An Employee will not be in breach of any of the requirements 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. In such circumstances, notice and/or evidence required should be provided as soon as reasonably practicable (which may be a time after the leave has started).

26.11 Work within the 6 weeks prior to or following the birth of the child

26.11.1 Where a pregnant Employee continues to work within the six week period immediately prior the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner containing the following statements:
(a) A statement of whether the Employee is fit for work; and
(b) A statement whether it is inadvisable for the Employee to continue in the Employee's present position during a stated period because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.

26.11.2 The Employer may require a pregnant Employee to start a continuous period of unpaid parental leave as soon as reasonably practicable if the Employee does not give the Employer a medical certificate as requested within seven (7) days after the request, or if the Employee gives the Employer a medical certificate stating that the Employee is unfit to work during a stated period.

26.11.3 The period of unpaid parental leave must not end later than the earlier of the following:

(a) The end of the pregnancy; or

(b) The start date of any period of birth-related parental leave of which prior notice has been given.

26.11.4 The period of unpaid parental leave taken per clause 26.11.2 will reduce the Employee's entitlement to unpaid parental leave under clause 26.2.1.

26.11.5 Where an Employee elects to return to work within six (6) weeks after the birth of a child, the Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

26.12 Special Parental Leave

26.12.1 A pregnant Employee is entitled to a period of unpaid special parental leave:

(a) When the Employee suffers a pregnancy related illness, or

(b) When the pregnancy of an Employee ends within 28 weeks of expected date of birth of the child otherwise than by the birth of a living child

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

26.12.3 Where an Employee not then on parental leave suffers illness related to the pregnancy, the Employee may take any paid sick leave to which the Employee is then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before returning to work. The aggregate of paid sick leave, special parental leave, birth related parental leave owing and birth-related parental leave taken may not exceed 52 weeks.

26.12.4 During a period of special parental 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 (4) weeks from the recommencement date desired by the Employee.

26.12.5 A period of special parental leave must end before the Employee starts any continuous period of leave including (or constituted by) birth-related parental leave.

An Employee must give the Employer notice of the taking of special parental leave as soon as practicable (which may be a time after the leave has started). The notice must specify the period or expected period of leave.

26.13.1 An Employee who has given the Employer notice of the taking of unpaid special parental leave must, if required by the Employer, provide evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 26.12.1.

26.13.2 Without limiting section 26.13.1, an Employer may require the evidence in 26.13.1 to be a medical certificate.

26.14 Variation of period of Unpaid Parental Leave

26.14.1 Where an employee has:

a) given notice as per clause 26.10 of the taking of a period of unpaid parental leave ("original leave period"),

b) the original leave period is less than the available parental leave period, and

c) the leave period has commenced.

26.14.2 The employee may apply to the employer to change the period of parental leave on one occasion.

26.14.3 The employee's available parental leave period is 12 months less any periods of:

a) a period of concurrent leave;

b) a period of unpaid parental leave required to be taken under clause 26.11.2 (within 6 weeks prior or within 6 weeks following birth);

c) a period of unpaid parental leave required to be taken under clause 26.11.2 (no safe job);

d) a period of special maternity leave.

26.14.4 Any such application must be received in writing four (4) weeks prior to the commencement of the changed arrangements. The request should state the end date of the unpaid parental leave.

26.14.5 The period of parental leave may be shortened or lengthened at any time by written agreement between the employer and employee.

26.15 Extension of Period of Unpaid Parental Leave

26.15.1 An employee who takes parental leave for his or her full available parental leave period may request the employer to agree to an extension of unpaid parental leave by a further period of up to 12 months immediately following the end of the available parental leave period to assists the employee in reconciling work and parental responsibilities.

26.15.2 An application under clause 26.15.1 must be made as early as possible but not less than four (4) weeks prior to the commencement date of the period of extended parental leave. An application must be made in writing.
26.15.3 The employer shall consider a request for the extension of parental leave made pursuant to this clause 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 business grounds.

a) Without limiting what are reasonable business grounds for the purpose this clause, reasonable business grounds including the following:
   i. that the new working arrangements requested by the employee would be too costly for the employer;
   ii. that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangement requested by the employee;
   iii. that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
   iv. that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
   v. that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

26.15.4 The employer must provide a written response as soon as practicable, but not more than 21 days after the request is made, stating whether the request is granted or refused. If the employer refuses the request, the response must include details of the reasons for the refusal.

26.16 When an Employee ceases to have responsibility for the care of the child.

26.16.1 When an employee ceases to have responsibility for the care of the child, the employer may give the employee notice that the employee's unpaid parental leave is cancelled and for the employee to return to work on a specified day, where:

a) for birth-related parental leave taken by the female employee who has given birth, the specified day must not be less than six (6) weeks after the date of the birth of the child.

b) for birth-related parental leave taken (not including that covered under clause 26.16.1a), the specified day must not be less than four (4) weeks after the day the notice is given.

c) where the placement of a child for adoption with an employee commences but is discontinued or cancelled, the specified day must not be less than four (4) days after the day the notice is given and any untaken adoption-related parental leave that the employee remains entitled to at the stated day is cancelled with effect from that day.

d) where the placement of a child for adoption with an employee does not commence, the employee is not entitled to adoption-related parental leave.

26.17 Subsequent Pregnancies

26.17.1 In the event that an employee has a subsequent child within the 52 week period of unpaid parental leave, a further entitlement to 52 weeks of unpaid parental leave will commence from the date of birth of the subsequent child.

26.18 Interaction of Unpaid Leave with other entitlements
26.18.1 An employee may, in lieu of or in conjunction with unpaid parental leave, access any annual leave, long service leave or other paid leave entitlements (except for paid personal/carer’s or compassionate leave) which the employee has accrued subject to the total amount of leave not exceeding 52 weeks, or a longer period if agreed. The taking of other paid leave does not break the continuity of the period of unpaid parental leave.

26.19 Transfer to a Safe Job

26.19.1 This clause applies where an employee:

a) is pregnant;
b) is entitled to take unpaid parental leave;
c) has already complied with the applicable notice and evidence requirements in this section;
d) provides the employer with evidence that would satisfy a reasonable person that 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 in their present work during a stated period ("the risk period").

26.19.2 Without limiting section 26.19.1 the employer may require the evidence in clause 26.19.1 to be a medical certificate.

26.19.3 When an appropriate safe job is available

a) if there is an appropriate safe job available, the employee must be transferred to that position with no reduction of the employee’s other terms and conditions of employment until the commencement of parental leave.
b) An appropriate safe job is a safe job that has the same ordinary hours of work as the position the employee held before the transfer; or a different numbers of hours as agreed by the employee.
c) The employer must pay the employee for the safe job at the employee’s full rate of pay (for the position the employee held before the transfer) for the hours worked in the safe job during the risk period.

26.19.4 When there is no appropriate safe job available

a) If there is no appropriate safe job available, the employee is entitled to take paid leave for the risk period
b) The employer may require the employee take leave for the risk period.
c) If the employee takes leave for the risk period:
   i. The employer must pay the employee at the rate of pay and conditions attaching to the job held by the employee prior to taking the leave.
   ii. The entitlement to leave is in addition to any other leave entitlement the employee has; and
   iii. The period of leave ends at the earliest of whichever of the following times is applicable:
       • The end of the risk period; or
       • The end of the pregnancy
26.20 Return to Work Guarantee

26.20.1 An employee will give as much notice as possible of the employee's intention to return to work after a period of unpaid parental leave, but no less than four (4) weeks prior to the expiration of the leave.

26.20.2 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 clause 26.19, the employee will be entitled to return to the position the employee held immediately before such transfer. A part time teacher will be entitled to the same time fraction.

26.20.3 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.

26.20.4 For the purposes of this clause, position includes a position of responsibility for an employee who is a teacher but does not necessarily include the same classes and/or subjects or duties.

26.21 Consultation during Unpaid Parental Leave

26.21.1 Where an employee is on unpaid parental leave and a 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, pay, responsibility level or location of the position the employee held before commencing parental leave (or, if applicable, before being transferred to a safe job); and
   b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status, pay, responsibility level or location of the position the employee held before commencing parental leave before finalising the decision.

26.21.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision, such as 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.

26.21.3 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 this clause.

26.22 Right to Request Flexible Working Arrangements

26.22.1 An employee who has completed at least 12 months continuous service and has responsibilities for the care of a child may ask the employer for a change in working arrangements to assist the employee to care for the child if the child:

   a) Is under school age; or
   b) Is under 18 and has a disability.

26.22.2 Examples of changes in working arrangements include but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.
26.22.3 The request must be in writing and set out the details of the change sought and of the reasons for the change.

26.22.4 The employer must give the employee a written response to the request with 21 days, stating whether the employer grants or refuses the request.

26.22.5 The employer shall consider any request for flexible working arrangements made pursuant to these clauses 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 business grounds. Such grounds may include; the effect on the workplace and the employer's business of approving the request, including the financial impact of doing so and the impact of efficiency, productivity and customer service; the ability to organise work among existing staff; the inability to recruit a replacement employee or the practicality or otherwise of the arrangements that may need to be put in place to accommodate the employee's request.

26.22.6 If the employer refuses the request, the written response must include details of the reasons for the refusal.

27. Paid Parental Allowance

27.1 Where an employee other than a casual employee is granted unpaid parental leave in accordance with the NES and this agreement and where the employee will have the primary responsibility for the care of a child, the employee is entitled to be paid a parental allowance:

- Equivalent to 14 weeks' salary at the employee's ordinary rate of pay, provided that the employee takes a minimum of 14 weeks' unpaid parental leave, in a single continuous period, commencing at or around the time of the birth of the child; or
- Equivalent to 14 weeks' salary at the Employee's ordinary rate of pay, provided that the employee takes a minimum of 14 weeks' unpaid adoption leave, in a single continuous period, at or around the time of the placement of the child with the employee.

27.2 Where an employee takes a period of concurrent parental leave at the time of the birth or placement of a child in accordance with the NES, the employee is entitled to a parental allowance at the employee's ordinary rate of pay for up to five (5) days of the period of concurrent parental leave.

27.3 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 27.1 or 27.2

27.4 Where the employer employs both parents of the child, only one parent (primary caregiver) will be entitled to receive payment pursuant to clause 27.1 whilst the spouse will be entitled to the allowance pursuant to clause 27.2

27.5 The parental allowance may be made in two payments over two pay periods, after the birth or placement of the child, if the Employee request this payment method in writing to the College prior to commencing parental leave.

28. Government Paid Parental Leave Scheme

28.1 An Employee who elects to access paid parental leave under any Government approved scheme must apply as required to the Government for payment of Government approved paid parental leave.
benefits. The employer will not be responsible for making any Government approved paid parental leave payments to the Employee unless written notification has been received from the Government regarding the Employee's entitlement to paid parental leave under the Government Scheme and until funds have been received. This payment will be made in the usual pay cycle.

29. Long Service Leave

a) A Teacher is entitled to long service leave. The Long Service Leave Act 2018 (Vic.), as amended from time to time specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.

b) A Teacher is entitled to long service leave of 13 weeks upon the completion of 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 13 weeks upon completion of 10 years of continuous employment for any period of employment commencing after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.

c) A Teacher may apply to access the Teacher’s long service leave entitlements on a pro-rata basis after seven (7) years’ continuous employment.

d) Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct.

e) A Teacher, whose service has been all full time or all at the same part time fraction, is paid during long service leave at the Teacher's normal salary.

f) A Teacher, whose time fraction has varied during service, will have payment at the proportionate rate, calculated by averaging the time fractions over the period of service.

29.1 Illness on Long Service Leave

a) Subject to the requirements of 29.1b) ii., a Teacher 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 Teacher. The Headmaster may require the Teacher to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.

b) The Teacher’s application under 29.1a):

i. Must be received by the Employer during the period of illness or injury; and

ii. 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

iii. Must indicate whether the Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher’s accrued long service leave entitlement.

30. Public Holidays

30.1 A Teacher 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:

- New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
• The following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen’s Birthday and Labour Day.
• Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

30.2 Public Holidays that occur during a period of Non Attendance Time for Teachers in accordance with Clause 15 – Non Attendance Time do not create an additional entitlement.

30.3 In exceptional circumstances, the Employer may substitute another day for any prescribed in 30.1.

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

30.5 The Employer and a Teacher may agree to the Teacher taking another day as the public holiday in lieu of the specified day.

30.6 An agreement made in accordance with 30.4 or 30.5 must be recorded in writing and made available to every affected Teacher. Any such agreement must be recorded in the time and wages records kept by the Employer.

31. Leave Without Pay

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

32. Examinations Leave

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

33. Qualification Conferral Leave

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

34. Jury Service Leave

34.1 A Teacher 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.

34.2 A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for Jury Service.

34.3 A Teacher must provide the Employer with written proof of the requirement to attend for Jury Service and an estimate of the duration of the absence from duty.

34.4 The Teacher must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to Jury Service.

34.5 The Teacher will continue to be paid their ordinary rate of pay as per the regular pay cycle.

34.6 Subject to 34.3 any monies received by the Teacher from the Court Authorities will be deducted from the Teacher’s following salary payment.
35. Accident Compensation and Accident Make-Up Pay

35.1 Where a Teacher 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 Teacher the difference between such weekly payments and the normal remuneration of the Teacher 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 Teacher remains employed by the Employer.

35.2 If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the Accident Compensation Act 1985 (Vic.), then:

a) The Teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:

b) Annual Leave; or

c) Paid personal/carer’s leave; and

d) The Teacher is not entitled to any payment or benefit in respect of any Non Attendance Time which falls during the period that the Teacher is in receipt of weekly payments under the Accident Compensation Act 1985 (Vic.).

Part 6 Termination of Employment and Related Matters

36. Notice of Termination

36.1 Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to clause 13 Minimum Employment Period, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 13 Minimum Employment Period.

36.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher 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.

36.3 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher 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 one school term or full payment in lieu.

36.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks’ notice if the Teacher being replaced provides notice to the Employer pursuant to clause 26 – Parental Leave that the Teacher being replaced wishes to return from parental leave.

36.5 Payment in lieu is calculated by taking the rate of pay in Schedule 2 that a Teacher would have received by working during the notice period if the Teacher’s employment had not be terminated.

36.6 Subject to clause 13 – Minimum Employment Period, a Teacher must provide the Employer with a minimum of seven weeks’ notice in writing with such notice to be given wholly within one school term.
36.7 The notice period in this clause and in clause 13 – Minimum Employment Period do not apply where the Teacher is guilty of serious misconduct.

37. Redundancy

37.1 Definition

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

37.2 Redundancy Disputes

a) Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Teacher(s) and the Teacher's representative (if requested by any affected Teacher) in good time, with relevant information:

- The reasons for any proposed redundancy;
- The number and categories of Teachers likely to be affected; and
- The period over which any proposed redundancies are intended to be undertaken

b) Where a redundancy disputes arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Teachers concerned.

37.3 Transfer to lower paid duties

Where a Teacher is transferred to lower paid duties for reasons set out above the Teacher will be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher’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 rate for the number of weeks of notice still owing.

37.4 Severance Pay

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one year</td>
<td>Nil</td>
</tr>
<tr>
<td>One year but less than two years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>Two years but less than three years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>Three years but less than four years</td>
<td>7 week’s pay</td>
</tr>
<tr>
<td>Four years but less than five years</td>
<td>8 week’s pay</td>
</tr>
<tr>
<td>Five years but less than six years</td>
<td>10 week’s pay</td>
</tr>
<tr>
<td>Six years but less than seven years</td>
<td>11 week’s pay</td>
</tr>
<tr>
<td>Seven years but less than eight years</td>
<td>13 week’s pay</td>
</tr>
<tr>
<td>Eight years but less than nine years</td>
<td>14 week’s pay</td>
</tr>
<tr>
<td>Nine years but less than ten years</td>
<td>16 week’s pay</td>
</tr>
<tr>
<td>Ten years but less than fifteen years</td>
<td>18 week’s pay</td>
</tr>
<tr>
<td>Fifteen years but less than twenty years</td>
<td>20 week’s pay</td>
</tr>
<tr>
<td>Twenty years and over</td>
<td>24 week’s pay</td>
</tr>
</tbody>
</table>
*Week's pay means the ordinary time rate of pay for the Teacher concerned

For the purpose of this clause, continuous service will be calculated to include all service for which paid leave was applicable and any period during which the Teacher was in receipt of accident make-up pay.

37.5 Leave during notice

A Teacher, whose employment is terminated for reasons of redundancy, may terminate the Teacher's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 37.4 had the Teacher remained with the Employer until the expiry of such notice. In such circumstances the Teacher will not be entitled to payment in lieu of notice.

37.6 Alternative employment

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

37.7 Time off during notice period

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

38. Performance and Conduct Management

38.1 Application

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

a) Where a Teacher's employment is terminated during the minimum employment period pursuant to clause 13 - Minimum Employment Period;

b) For a casual Teacher; or

c) In the case of serious misconduct, all parties will pause for one working day before meeting again. The employee may be directed to stay at home, on full pay where it would be inappropriate for the employee to remain at school.

38.2 Performance Management

a) Where the Employer is considering termination of employment for reasons related to the Teacher's performance, the Employer will implement the procedure in this clause.

b) A formal performance management procedure will commence with the Employer advising the Teacher in writing of:

i. The Employer's concern(s) with the Teacher's performance;

ii. The time, date and place of the first formal meeting to discuss the Teacher's performance;

iii. The Teacher's right to be accompanied by a nominee of the Teacher's choice at all meetings scheduled to discuss the Teacher's performance

iv. The Employer's right to terminate the employee should the procedure not resolve the Employer's concern(s)

c) Include discussion of the Employer's concern(s) with the Teacher's performance;

i. Give the Teacher an opportunity to respond to the Employer's concern's
ii. Include discussion of any counselling or assistance, where appropriate, available to
the Teacher;
iii. Include documentation, where appropriate;
iv. Set periods for review, as appropriate.

d) If, after following the procedure in this clause, the Employer’s decision is to terminate
the employment of the Teacher, then the Employer will give the required period of notice or
payment in lieu of notice.

38.3 Conduct Management

a) Where the Employer is considering termination of employment for reasons related to a
Teacher’s conduct, the Employer will implement the procedure of this clause.

b) The Employer will advise the Teacher in writing of:
   i. The Employer’s concern(s) with the Teacher’s conduct;
   ii. The time, date and place of the meeting to discuss the Teacher’s conduct;
   iii. The Teacher’s right to be accompanied by a nominee of the Teacher’s choice at any
       meeting scheduled to discuss the Teacher’s conduct;
   iv. The Employer’s right to terminate the Teacher’s employment should the Employer’s
       concern(s) not be resolved.

c) The formal conduct management meeting(s) will:
   i. Include discussion of the Employer’s concern(s) with the Teacher’s conduct;
   ii. Give the Teacher an opportunity to respond to the Employer’s concern(s)


d) Concern(s) with a Teacher’s conduct may be resolved by:
   i. Summary dismissal, where the Teacher is guilty of serious misconduct of a kind such
      that it would be unreasonable to require the Employer to continue the employment
      during the notice period;
   ii. Issuing the Teacher with a warning or final warning in writing;
   iii. Terminating the employment of the Teacher in accordance with the relevant notice
      provision;
   iv. Other action, appropriate to the situation.

38.4 Salary Impact while undergoing Performance Management

a) If, at the time of salary increases, a Teacher is undergoing the Performance Management
   process (as described in Clause 38.2 of this agreement) progression to the next salary level
   will be suspended, pending the outcome of the Performance Management process.

b) If the Performance Management process results in an improvement in the Teacher’s
   performance within a 3 month period from the date of salary increases, the Teacher’s salary
   will be back dated to the new level.

c) The Teacher must be made aware of the impact on their salary of the formal performance
management processes during the processes.

Part 7 Other Provisions

39. Meal Allowance

The Employer will supply a Teacher with a meal should the Employer require a Teacher to remain at
school continuously until after 7pm on any day.

40. Breakage and Loss

A Teacher 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 Teacher’s duties.
41. 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 Teacher for cleaning costs incurred.

42. Statement of Service

The College will provide a Teacher with a Statement of Service at the conclusion of the Teacher’s service to the College.

43. Staff Consultative Committee

A Consultative Committee will be established:
- For the purpose of assisting with the implementation of this Agreement, and
- To provide a forum for the discussion of the terms on this Agreement
- to provide a forum for discussion of workload issues and policies

43.1 The membership of this Consultative Committee will compromise:
   a) The Headmaster or his/her nominee
   b) Two nominees of the Headmaster
   c) One representative from each of the Sub-Schools of each Campus. That is, 3 representatives from Berwick; one from Junior School, one from Middle School and one from Year 9/Senior School and 3 representatives from Pakenham; one from Junior School, one from Middle School and one from Year 9/Senior School.

43.2 The Consultative Committee will establish its terms of reference, provided that:
   a) A meeting will be held at the request of the Headmaster or at least three out of the six Teaching members of the Consultative Committee;
   b) A meeting will meet twice per term, in week 2 and week 6 of each term, unless there are no agenda items;
   c) Meetings will be minuted

43.3 The purpose of the Consultative Committee is to:
   a) Provide an environment for greater two way communication between the employer and the employees;
   b) Address any issues arising out of the operation of the College;
   c) To assist with the implementation of this Agreement;
   d) To provide a forum for the discussion of the terms of this Agreement;
   e) For the purpose of any decisions of the Consultative Committee a quorum would consist of 3 out of the 6 representatives from the teaching staff and 2 out of the 3 College representatives.

44. Recognition of Higher Qualification

A Teacher may apply to advance up the incremental scale by one level if he or she has successfully completed an approved Masters Degree or its equivalent or higher.

The course must be approved by the Headmaster and the Teacher must produce written evidence of satisfactory completion of the higher degree. The advancement will not take place earlier than the date of the Teacher’s notification and submission of evidence to the Headmaster.
EXECUTED as an Agreement this 4th day of April 2019.

EMPLOYER REPRESENTATIVE

Signed: 
Peneke Wink

Date: 3/4/2019

Name in full (printed): Peneke Lorraine Reed

Address:
1070 Beenak East Road
Gembrook, VIC 3783

Position Title: Head of Human Resources

Authority to sign explained: Authority provided by Headmaster to execute this document on behalf of the College

Witnessed by:

Witness name in full: Deborah Mulligan

Witness address: 28 Pasauling Dve, Cranbourne, VIC 3972

EMPLOYEE REPRESENTATIVE

Signed: 

Date: 3/4/19

Name in full (printed): Rachael Simason

Address:
5 Florio Close
Berwick, VIC 3806

Position Title: Classroom Teacher - Middle School

Authority to sign explained: Middle School Representative - EBA Committee

Witnessed by: 

Witness name in full: Sharyn Masters

Witness address: 170 Trevor Rd, Mas Mas, Groan North, VIC 3812
SCHEDULE 1 – CLASSIFICATION STRUCTURES

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

A Teacher who has a 4–year approved training course beyond secondary school including teacher training, will commence at Level 1 and will progress to Level 11 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.

1.2 Permission to Teach Teachers with the Victoria Institute of Teaching

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 as 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 Headmaster determines who is eligible for the rate of pay.

1.3.4 The Headmaster will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amounts to be paid.
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:

First pay period commencing on or after:

<table>
<thead>
<tr>
<th>Level</th>
<th>$ 1/2/2018</th>
<th>$ 1/10/2018</th>
<th>$ 1/2/2019</th>
<th>$ 1/10/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>69,494</td>
<td>70,710</td>
<td>71,771</td>
<td>73,027</td>
</tr>
<tr>
<td>2</td>
<td>72,059</td>
<td>73,320</td>
<td>74,419</td>
<td>75,722</td>
</tr>
<tr>
<td>3</td>
<td>74,718</td>
<td>76,025</td>
<td>77,166</td>
<td>78,516</td>
</tr>
<tr>
<td>4</td>
<td>77,474</td>
<td>78,830</td>
<td>80,012</td>
<td>81,413</td>
</tr>
<tr>
<td>5</td>
<td>80,333</td>
<td>81,739</td>
<td>82,965</td>
<td>84,416</td>
</tr>
<tr>
<td>6</td>
<td>83,297</td>
<td>84,755</td>
<td>86,026</td>
<td>87,532</td>
</tr>
<tr>
<td>7</td>
<td>86,371</td>
<td>87,882</td>
<td>89,200</td>
<td>90,761</td>
</tr>
<tr>
<td>8</td>
<td>89,558</td>
<td>91,126</td>
<td>92,492</td>
<td>94,111</td>
</tr>
<tr>
<td>9</td>
<td>92,863</td>
<td>94,488</td>
<td>95,906</td>
<td>97,584</td>
</tr>
<tr>
<td>10</td>
<td>96,290</td>
<td>97,976</td>
<td>99,445</td>
<td>101,185</td>
</tr>
<tr>
<td>11</td>
<td>104,161</td>
<td>105,984</td>
<td>107,574</td>
<td>109,456</td>
</tr>
</tbody>
</table>

Casual Teacher: Daily Rate

<table>
<thead>
<tr>
<th>Daily Rate</th>
<th>Daily Rate</th>
<th>Daily Rate</th>
<th>Daily Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>283.30</td>
<td>283.90</td>
<td>293.30</td>
<td>TBC</td>
</tr>
</tbody>
</table>

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 and rates of pay for positions of responsibilities in 2.4.1 are inclusive of annual leave loading.
2.4 Rates of Pay for Positions of Responsibility

2.4.1 The following rates of pay apply to a position of responsibility, for example, Heads of Department and Heads of Houses.

<table>
<thead>
<tr>
<th>POR Category</th>
<th>$ 1/2/2018</th>
<th>$ 1/10/2018</th>
<th>$ 1/2/2019</th>
<th>$ 1/10/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Head, Category A</td>
<td>12,850</td>
<td>13,075</td>
<td>13,271</td>
<td>13,503</td>
</tr>
<tr>
<td>Deputy Head, Category B</td>
<td>8,750</td>
<td>8,903</td>
<td>9,037</td>
<td>9,195</td>
</tr>
<tr>
<td>Teaching &amp; Learning, Category A</td>
<td>10,850</td>
<td>11,040</td>
<td>11,206</td>
<td>11,402</td>
</tr>
<tr>
<td>Teaching &amp; Learning, Category B</td>
<td>7,750</td>
<td>7,886</td>
<td>8,004</td>
<td>8,144</td>
</tr>
<tr>
<td>Faculty A</td>
<td>8,950</td>
<td>9,107</td>
<td>9,243</td>
<td>9,405</td>
</tr>
<tr>
<td>Faculty B</td>
<td>7,750</td>
<td>7,886</td>
<td>8,004</td>
<td>8,144</td>
</tr>
<tr>
<td>Faculty C</td>
<td>4,850</td>
<td>4,935</td>
<td>5,009</td>
<td>5,096</td>
</tr>
<tr>
<td>Faculty D</td>
<td>3,850</td>
<td>3,917</td>
<td>3,976</td>
<td>4,046</td>
</tr>
<tr>
<td>Head of House</td>
<td>7,750</td>
<td>7,886</td>
<td>8,004</td>
<td>8,144</td>
</tr>
</tbody>
</table>

2.4.2 Where the position of responsibility is shared, the rate of pay may also be shared.
Memorandum of Understanding

Representative involved in the negotiations for the Beaconhills College Teacher Agreement 2018-2021 acknowledge that a number of significant claim items have been clarified and negotiation into the operational document titled “Teacher Working Conditions Information Sheet 2018”.

Workload Issues

Workload issues will be referred to the Staff Consultative Committee established under clause 43 of this Agreement. Parties commit to working through this mechanism to provide improved clarity of workload expectations and in addressing workload issues as they arise to ensure that workloads are fair, reasonable and sustainable.

School Year Clarification

Over the life of this agreement Teachers are required to work term time between the following dates:

Tuesday 29th January 2019 to Friday 13th December 2019
Tuesday 28th January 2020 to Friday 11th December 2020
Wednesday 27th January 2021 to Friday 10th December 2021

All Teachers new to the College will commence work on the day before Australia Day each year.

Term dates over this Agreement period will be clarified and communicated to all staff with the aim of information being provided 6 months in advance.
IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6936- Application by Beaconhills College Pty Ltd T/A Beaconhills College

Applicant:
Beaconhills College Pty Ltd T/A Beaconhills College

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Penelope Reed, Head of Human Resources for Beaconhills College give the following undertakings with respect to the Beaconhills College Teachers Agreement 2018-2021 ("the Agreement"): 

1. I have the authority given to me by Beaconhills College Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

2. **Dispute Resolution term (Clause 11.1)**
   Beaconhills College undertakes to apply the Dispute resolution clause (Clause 11.1 of the Beaconhills College Teachers Agreement 2018-2021) to any disputes in relation to the National Employment Standards (NES).

3. **Parental leave (Clause 26.12.3)**
   Beaconhills College undertakes that any paid or unpaid birth related parental leave taken prior to parental leave commencing is not included as part of the employee’s parental leave.

4. **Redundancy (Clause 37.6)**
   In reference to clause 37.6, Beaconhills College undertakes to apply to the Commission for an order pursuant to s.120 of the Fair Work Act to reduce the amount of redundancy payable to the employee, if the employer has found acceptable alternative employment for the employee.

5. Beaconhills College undertakes that applicable from 1 February 2019 the casual teacher rate is $364.60 and from 1 October 2019, the casual teacher rate is $370.98.

6. Beaconhills College undertakes that it will pay the applicable award level rate plus a 25% causal loading for all Casual Teachers who are engaged for 5 consecutive days or longer.

7. Beaconhills College undertakes to pay the applicable vehicle allowance as per clause 15.3 of the Teachers award.

8. Beaconhills College undertakes to engage all fixed term teachers for a period of at least 4 weeks.
9. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

[Signature]

3/4/2019

(Date)