DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Geelong College
(AG2017/4332)

THE GEELONG COLLEGE (TEACHERS) AGREEMENT 2017-2019
Educational services

COMMISSIONER WILSON MELBOURNE, 12 JANUARY 2018


[1] An application has been made for approval of an enterprise agreement known as the Geelong College (Teachers) Agreement 2017-2019 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The Geelong College. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 January 2018. The nominal expiry date of the Agreement is 31 December 2019.

COMMISSIONER

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<AE426926 PR599502>
The Geelong College (Teachers) Agreement 2017-2019

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as The Geelong College (Teachers) Agreement 2017 - 2019 (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

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

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

3.2 The nominal expiry date of the Agreement is 31 December 2019.

4 PARTIES BOUND

This Agreement binds:

i. the Employer; and

ii. Teachers, including Permission to Teach Teachers.
5 **RELATIONSHIP TO AWARD**

This Agreement replaces the Award, which would otherwise apply to the Teachers covered by this Agreement.

6 **DEFINITIONS**

<table>
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<th>Term</th>
<th>Definition</th>
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<td>Act</td>
<td>means the <em>Fair Work Act 2009</em> (Cth.) or its successor</td>
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<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>Award</td>
<td>means the <em>Educational Services (Teachers) Award 2010</em> or its successor</td>
</tr>
<tr>
<td>Casual Teacher</td>
<td>means a Teacher employed pursuant to clause 9.5 of this Agreement</td>
</tr>
<tr>
<td>College</td>
<td>means The Geelong College</td>
</tr>
<tr>
<td>Commission</td>
<td>means the Fair Work Commission</td>
</tr>
<tr>
<td>Council</td>
<td>means The Geelong College Council</td>
</tr>
<tr>
<td>Dependent Child</td>
<td>means a natural child, stepchild or adopted child who resides with the Teacher or is financially supported by the Teacher</td>
</tr>
<tr>
<td>EL</td>
<td>means Early Learning</td>
</tr>
<tr>
<td>EL Teacher</td>
<td>means an employee engaged to teach in Early Learning</td>
</tr>
<tr>
<td>Employee</td>
<td>means a Teacher employed by the Employer to teach students in Early Learning to Year 12 educational programme</td>
</tr>
<tr>
<td>Employer</td>
<td>means The Geelong College [ACN 005988205]</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>Fixed Term Teacher</td>
<td>means a Teacher employed pursuant to sub clause 9.4 of this Agreement</td>
</tr>
<tr>
<td>Full Time Teacher</td>
<td>means a Teacher employed pursuant to sub clause 9.2 of this Agreement</td>
</tr>
<tr>
<td>Head of School</td>
<td>means a person designated by the Employer with responsibility for the day-to-day management of the Senior School, Middle School or Junior School.</td>
</tr>
<tr>
<td>Immediate Family</td>
<td>means:</td>
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<tr>
<td></td>
<td>- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, 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 difference sexes); and</td>
</tr>
<tr>
<td></td>
<td>- child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</td>
</tr>
<tr>
<td>NES</td>
<td>means the National Employment Standards as contained in</td>
</tr>
<tr>
<td><strong>Part 2-2 of the Act</strong></td>
<td></td>
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<tr>
<td>------------------------</td>
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</tr>
<tr>
<td><strong>Non Attendance Time</strong></td>
<td>means a period of time that will be announced six months in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)</td>
</tr>
<tr>
<td><strong>Part Time Teacher</strong></td>
<td>means a Teacher employed pursuant to sub clause 9.3 of this Agreement</td>
</tr>
<tr>
<td><strong>Permission to Teach Teacher</strong></td>
<td>means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is engaged to undertake the duties of a Teacher, which includes the delivery of the School's educational program and the assessment of student participation in the educational program</td>
</tr>
<tr>
<td><strong>Principal</strong></td>
<td>means Principal of The Geelong College or his or her delegate, or any person appointed by the Council to act in his or her stead</td>
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<td><strong>Registered Health Practitioner</strong></td>
<td>means persons registered under the Health Practitioners Regulation National Law (Victoria) Act 2009 (Vic.)</td>
</tr>
<tr>
<td><strong>Registered Medical Practitioner</strong></td>
<td>means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia</td>
</tr>
<tr>
<td><strong>School Year</strong></td>
<td>means the calendar year, from 1 January to 31 December. Teachers will be required to attend the School for the start of the Academic Year several days prior to 1 February, the number of days being notified in advance by the Principal each year</td>
</tr>
<tr>
<td><strong>Teacher</strong></td>
<td>means a person covered by this Agreement who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is employed to teach. This definition includes a qualified teacher librarian and an EL Teacher, unless otherwise specified, but does not include a person employed as a Principal or a Deputy Principal, Heads of School, Director of Teaching and Learning and Director of Student Welfare</td>
</tr>
<tr>
<td><strong>Victorian Institute of Teaching</strong></td>
<td>means the statutory authority for the registration of teachers established pursuant to the Education and Training Reform Act 2006 (Vic.)</td>
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<tr>
<td><strong>WIRC Act</strong></td>
<td>means the Workplace Injury Rehabilitation Compensation Act 2013 (Vic.)</td>
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7   AGREEMENT FLEXIBILITY

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

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

(i) arrangements about when work is performed;

(ii) overtime rates;
The Geelong College (Teachers) Agreement 2017-2019

- (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.

7.2 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.

7.3 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 arrangement commences.

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

7.5 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.

8 DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising under the NES or out of this Agreement that may be in dispute ('the matter') between the Employer and the Teacher ('the parties') as parties to this Agreement, except matters relating to the actual termination of employment of the Teacher, the parties will undertake the following steps:

Step 1

Every attempt will be made to resolve the matter by discussions between the Employer and the Teacher(s) directly involved at the College. This does not preclude the right of either party to seek advice from outside the College, 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. Under this approach, the Employer will pay the full cost of the mediation.

**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. The Commission may resolve the matter by any means it considers appropriate including conciliation, mediation, expressing an opinion, making a recommendation and where necessary, arbitration. 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.

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

**PART 2 EMPLOYMENT RELATIONSHIP**

**9 MODES OF EMPLOYMENT**

**9.1.1** 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.

**9.1.2** On appointment, the Employer will provide the Employee (other than a casual Employee) with a letter of appointment stating the classification and rate of pay applicable on commencement, the mode of employment, the face-to-face teaching load and details of any extra curricula activities.

**9.1.3** In the case of a part-time employee, the letter of appointment will include the Employee’s teaching load expressed as a percentage of a full-time load in the College and the proportionate number of other duties normally expected of a Full Time Teacher.

**9.2 Full Time Teachers**

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

**9.3 Part Time Teacher**

**9.3.1** The Employer may employ a Teacher on a part time basis in accordance with this Agreement.

**9.3.2** Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken by the Part Time Teacher.

**9.3.3** A Part Time Teacher will be paid pro rata, to two decimal places, 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 9.3.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full
The Geelong College (Teachers) Agreement 2017-2019

Time Teacher’s face-to-face teaching hours are deemed to be 37 hours per 10 day cycle,

\[
\text{hours of face-to-face teaching} \times \text{annual salary}
\]

9.3.4 For a Teacher employed prior to 1 January 2014, any changes to a Teacher’s load will require consent and notice by the Employer and the Teacher.

9.3.5 For a part time Teacher employed on or after 1 January 2014, any change to the teaching load or days of attendance will require:

a) a Teacher’s agreement; or

b) where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer will provide one term’s notice in writing, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of one term.

9.4 Fixed Term Teacher

9.4.1 An Employee may be employed for a fixed period of time for a period of at least four weeks but no more than 24 months on either a full-time or part-time basis to:

a) undertake a specified project for which funding has been made available; or

b) undertake a specified task which has a limited period of operation; or

c) replace an Employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School Year. Provided that where the replacement arrangement extends beyond 24 months, the fixed term employment may be extended for up to a further 12 months.

Note: For the avoidance of doubt, an employee can be engaged on a subsequent fixed term contract should another genuine fixed term contract exist.

9.4.2 Subject to clause 10, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 40.

9.4.3 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);
- paid parental leave;
- redundancy; and
- fee remission

9.5 Casual Teacher

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

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

9.5.3 The Employer will engage a Casual Teacher for a minimum of half a day, where a day is the usual required attendance time for an employee and a half day is half the usual required attendance time.
9.5.4 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;
- paid personal/carer's leave;
- paid compassionate leave;
- accident make-up pay;
- paid parental leave; and
- fee remission

9.5.5 A Casual Teacher is entitled to unpaid carer's leave and unpaid parental leave, should the Casual Teacher be an Eligible Casual Employee.

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

10 **MINIMUM EMPLOYMENT PERIOD**

10.1 A Teacher's employment is contingent upon the satisfactory completion of a six month minimum employment period, in accordance with the Act.

10.2 If the Employer is to terminate the employment of a Teacher during the six month minimum employment period, the Employer does not need to provide the relevant notice of termination in clause 41 and does not need to comply with clauses 38, 39, and 40, any due process or performance /conduct management policies or procedures in place from time to time.

10.3 If the Employer is to terminate the employment of a Teacher within the six month minimum employment period, the Teacher is entitled to notice of two weeks, wholly within the one school term, or payment in lieu of notice.

10.4 If the Teacher is to resign within the six month minimum employment period, the Teacher is required to give notice of two weeks, wholly within the one school term.

11 **HOURS OF WORK**

11.1 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.

11.2 Where a Teacher is employed for part only of a School year, averaging will be over the period of employment in that school year.

11.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
11.4 Subject to cl.11.5, a Full Time Teacher will not be required to teach for more than 37 hours of face-to-face teaching per fortnight, which will be averaged over the School Year.

11.5 An EL Teacher will be provided with 12 hours release per fortnight, resulting in a face-to-face teaching load of 43 hours per fortnight.

11.6 Where a Teacher is required, for a time, to teach face to face lessons for more than 37 hours per fortnight, the Employer will seek to compensate by way of reducing other duties for that time.

12 HOURS OF DUTY

12.1 The hours of duty of a Full Time Teacher shall be from 8.30 a.m. to 4.00 p.m. (Monday to Friday) together with such hours (including time on a weekend) as necessary, in the reasonable opinion of the Principal to carry out the duties assigned to the Teacher by the Principal.

12.2 The hours of duty of a Part Time Teacher are such as to satisfy the teaching commitment as described on the College timetable from term to term. Such hours of duty will be pro rata of the additional hours of a Full Time Teacher.

13 DUTIES AND PROFESSIONAL EXPECTATIONS

13.1 The duties assigned by the Principal to the Teacher will relate to the education, recreation, discipline and welfare of the students of the College and to the life and administration of the College.

13.2 Taking into account the Teacher's skills, qualifications, knowledge and training, the Teacher shall carry out the following duties, which are assigned by the Principal:

(a) classroom teaching and assessment;
(b) participation in the co-curricular program of the College, including sports coaching and assistance on weekdays and Saturdays, in accordance with College policy;
(c) participation in parent/teacher programs;
(d) participation in the pastoral care program;
(e) supervision of students on excursions and camps;
(f) supervision of classes in the absence of other Teachers;
(g) participation in professional learning; and
(h) any other duties reasonably requested of the Teacher and incidental to the duties described in (a) to (g).

13.3 In recognition of the different workload of an EL Teacher, it is expected that an EL teacher may provide a Saturday commitment equivalent to a season's sport, but with no training sessions required.

13.4 The Teacher shall carry out diligently and competently the duties assigned to the Teacher by the Principal from time to time and shall be guided by the College procedures and policies. These procedures and policies are not incorporated into and do not form part of the Agreement.

13.5 The Teacher shall not engage in any employment outside the College which conflicts with the Teacher's employment at the College. Potential conflicts of interest must be discussed with the Principal before engaging in other employment.

13.6 A Teacher at the College is expected to:

(a) abide by and support the College's published policies (albeit that these policies are not incorporated into and do not form part of the Agreement);
(b) engage in appropriate professional development to enhance subject knowledge and pedagogical practice and advance personal, departmental and College priorities;
(c) engage in relevant professional learning; and
(d) participate in a staff appraisal process, as required, and strive to meet the agreed professional goals.

14 NON ATTENDANCE TIME

14.1 Subject to cl.14.2, a Teacher is not normally 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.

14.2 From time to time, a Teacher may volunteer to attend school camps, excursions and other school events during Non-Attendance Time, and may volunteer for other school trips and excursions that occur during Non-Attendance Time.

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

14.4 The provisions of this clause will apply:
(a) in the calculation of payment in regard to pro rata salary where an employee’s employment ceases; or
(b) in the calculation of payment in regard to pro rata salary if:
   (i) an employee commenced employment after the school service date;
   (ii) an employee has taken leave without pay of more than two term weeks since the school service date; or
   (iii) the hours which an employee has worked at school or preschool have varied since the school service date.

14.5 Calculation of payments

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

- \( P \) is the payment due
- \( s \) is the total salary paid in respect of term weeks, or part thereof, since the school or preschool service date or the date of employment in circumstances where the employee has been employed by the employer since the school service date.
- \( b \) is the number of term weeks, or part thereof in the school or preschool year
- \( c \) is the number of non-term weeks, or part thereof, in the school or preschool year
- \( d \) is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date.

14.6 For the purpose of this clause:
(a) **school service date** means the date from which employees are paid at the commencement of the school/preschool year in their first year of service with the employer; and
The Geelong College (Teachers) Agreement 2017-2019

(b) Employee means an employee other than a casual employee.

14.7 The formula in clause 14.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an employee in respect of the school year in which the formula is applied.

14.8 Termination of employment

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

14.9 Employees who commence employment after the commencement of the school or preschool year

An employee who commences employment after the usual date of commencement at a school in any school year, will be paid from the date the employee commences, provided that at the end of the last school term or final semester in that year, the employee must be paid an amount calculated pursuant to clause 14.7 and will receive no salary or other payment other than payment under this clause until the school or preschool service date or the resumption of Term 1 or first semester in the following school year.

14.10 Employees who take approved leave without pay

Where an employee takes leave without pay with the approval of the employer for a period which (in total) exceeds more than two term weeks in any year, the employee will be paid a salary calculated in accordance with this clause as follows:

(a) if the leave without pay commences and concludes in the same school year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and

(b) if the leave without pay is to conclude in a school/preschool year following the school year in which the leave commenced:

(i) at the commencement of the leave, a payment will be calculated and made in respect of the school year in which the leave commences; or

(ii) at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school year.

If the employee returns early from leave any payment under clause 14.10 (b) (i) will be taken into account in calculating the amount owed to the employee at the end of the last school term or final semester in that year.

15 Breaks

15.1 Wherever possible, a Teacher will be provided with a thirty minute unpaid break free from duty when working five consecutive hours.

15.2 In addition to cl.15.1, an EL Teacher will be provided with a 15 minute recess break between 10am and midday at a time of the Employer’s choosing.

PART 3 CLASSIFICATION AND REMUNERATION

16 Classifications and Salary

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

16.2 Schedule 2 sets out the rates of pay.
16.3 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

17 REMUNERATION PACKAGING

17.1 Upon receiving a written election for a remuneration packaging 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

The Employer will make an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Teacher, excluding a fund where the Employer is required to become a participating employer. Should the Teacher not nominate a complying superannuation fund for this purpose, the contribution will be made to Combined Fund.

19 PAYMENT ARRANGEMENTS

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

20 MEAL ALLOWANCE

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

21 VEHICLE ALLOWANCE

21.1 A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties must be paid the following allowances:
   i. Motor car
      $0.78 per kilometre with a maximum payment as for 400 kilometres per week.
   ii. Motorcycle
      $0.26 per kilometre with a maximum payment as for 400 kilometres per week.

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

22 WITHHOLDING OF MONIES

22.1 In the event that a Teacher does not provide the full notice required by clause 10 or 41, as appropriate, the Employer is entitled to withhold from any monies owing to the Teacher an amount equal to the remuneration that the Teacher would have earned for the number of weeks or days of the notice period that the Teacher did not work.

22.2 For the avoidance of doubt, the Employer is entitled to withhold monies owing to a Teacher from sources including (but not limited to) the following:
   iii. unpaid salary or wages;
iv. pro rata entitlement to Non Attendance time; and
v. any amounts owing to the Teacher for an unpaid bonus or allowance.

PART 4 LEAVE AND OTHER ABSENCES

23 ANNUAL LEAVE

23.1 Annual Leave is in accordance with the NES (Ch 2, Pt 2-2, Div 6), except where ancillary terms are provided in this Agreement.

23.2 This clause does not reproduce Division 6 of Part 2-2 of the Act in full.

23.3 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

23.4 A Teacher must take annual leave during the shut down period following the end of Term 4. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down period is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.

23.5 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.

23.6 A Teacher will take all accrued annual leave during the shut down period.

24 PERSONAL/CARER’S LEAVE

24.1 Personal/carer’s leave is in accordance with the NES (Ch 2, Pt 2-2, Div 7), except where more favourable terms are provided in this Agreement.

24.2 This clause does not reproduce Division 7 of Part 2-2 of the Act in full.

24.3 Entitlement

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

24.3.2 For a Full Time Teacher, the personal/carer’s leave entitlement equates to 15 days per year of service. A Part Time Teacher is entitled to be paid personal/carer’s leave on a pro rata basis based on specified hours in clause 11.

24.3.3 Paid personal leave is available to a Teacher only in the case of the Teacher’s personal illness or injury.

24.3.4 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.

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

24.3.6 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.

24.3.7 Personal/carer’s leave for a Teacher accrues on the following basis:
- in the first year of service, six days during the first term worked and thereafter, an additional three days at the commencement of each subsequent term; and
The Geelong College (Teachers) Agreement 2017-2019

- in the second and subsequent years of service, 15 days at the commencement of each School Year.

24.3.8 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 an unexpected emergency.

24.3.9 A Teacher is entitled to personal leave provided that the Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer:
- for any absence of more than two consecutive days;
- for any absence continuous with annual leave, a public holiday or Non Attendance Time to which the Teacher is entitled and which would not otherwise require the production of a certificate; and
- where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

25 COMPASSIONATE LEAVE

25.1 Compassionate leave is in accordance with the NES (Ch 2, Pt 2-2 Div 7), except where ancillary terms are provided in this Agreement.

25.2 This clause does not reproduce Division 7 of Part 2-2 of the Act in full.

25.3 Entitlement

25.3.1 A Teacher may take three (3) days’ paid leave per occasion when a member of the Teacher’s Immediate Family or household dies.

25.3.2 A Teacher may take two (2) days’ paid leave per occasion when the Teacher’s Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

25.3.3 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.

25.3.4 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.

26 INFECTIOUS DISEASES LEAVE

26.1 A Teacher who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Teacher has contracted the disease through a contact at the College and the disease is evident in the College:
- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.
The Geelong College (Teachers) Agreement 2017-2019

26.2 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.

27 UNPAID PARENTAL LEAVE

27.1 Unpaid parental leave is in accordance with the NES (Ch 2, Pt 2-2, Div 5) except where ancillary terms are provided for in this Agreement.

27.2 Increased entitlement

27.2.1 A Teacher is entitled to an automatic 24 months of unpaid parental leave where the Teacher has or will have responsibility for the care of the child. The 24 month period of leave is an automatic entitlement and represents the periods of leave available to an employee couple under ss.70 and 76 of the Act.

27.3 Right to request

27.3.1 Upon returning from a period of parental leave, a Teacher may request to return in a part-time capacity while their child is under school age. The request must be in writing and set out the details of the change sought and the reasons for the change. The Employer may refuse the request on reasonable business grounds, including but not limited to, cost, lack of adequate and acceptable staffing arrangements, loss of efficiency and impact on the College.

28 PAID PARENTAL LEAVE

28.1 A Teacher who is entitled to unpaid parental leave in accordance with the NES will be paid at the Teacher's classified salary when commencing the leave for up to the first 14 weeks of parental leave taken immediately after the birth of the child.

28.2 To be entitled to a second or subsequent period of paid maternity leave, a Teacher must return to work at the College after the period of preceding maternity leave for period of at least 12 months.

28.3 A Teacher who has completed at least 12 months' continuous service with the Employer as at the date of proceeding on concurrent leave in accordance with NES is entitled to be paid at the Teacher's classified salary for five days.

28.4 Paid parental leave taken by the Teacher will accrue annual leave and personal/carer's leave entitlements in accordance with clauses 23 and 24 of this Agreement.

28.5 The paid parental leave payments provided for under this clause are in addition to the Federal Government's paid parental leave scheme.

29 FAMILY VIOLENCE LEAVE

29.1 Definition

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

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

(b) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.
29.2 Leave entitlement

29.2.1 An employee subject to family violence is entitled to five days per year of paid family violence leave for the purpose of:

(a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
(b) relocation or making other safety arrangements; or
(c) other activities reasonably associated with the experience of family violence.

29.2.2 Family violence leave may be taken as consecutive or single days, including half days.

29.2.3 Family violence leave is not cumulative from year to year.

29.3 Notice and Evidentiary Requirements

29.3.1 The employee shall give notice to the Principal as soon as reasonably practicable of the employee’s request to take family violence leave.

29.3.2 The employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 29.2.1. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.

29.3.3 The employer will not place the documentary evidence provided under clause 29.3.2 on the employee’s file, unless expressly permitted by the employee. Instead, the employer may place a note on the employee’s file confirming:

(a) the dates that family violence leave was taken; and
(b) that documentary evidence was sighted by the employer.

29.3.4 Personal information provided by the employee to the employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons.

30 Long Service Leave

30.1 Entitlement

30.1.1 A Teacher is entitled to long service leave.

30.1.2 A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6½) weeks’ long service leave for each additional five (5) years of continuous employment with the Employer.

30.1.3 Accrued long service leave will be paid in lieu where a Teacher’s employment is terminated after seven (7) years of continuous employment.

30.1.4 A Teacher, whose service has been all full-time or all at the same part-time fraction, is paid the Teachers ordinary rate of pay during leave, including any allowances the Teacher is entitled to at the time of taking the leave.
30.1.5 A Teacher, whose time fraction has varied during service, is paid salary at the proportionate rate, which is calculated by averaging the time fractions over the period of service.

30.2 Taking Long Service Leave

30.2.1 Upon the completion of seven years' continuous employment, a Teacher is entitled to take 9.1 weeks' long service leave.

30.2.2 The entitlement under 30.2.1 shall be taken at a time mutually acceptable to the Teacher and the Principal. Should agreement not be reached, the Principal at his/her discretion may fix the time when the leave is to be taken, provided the Principal provides the Teacher with not less than 12 months' notice in writing, following the completion of 10 years of continuous employment.

30.2.3 Leave shall normally be taken in periods of complete school terms. A Teacher can apply for shorter periods which may be considered, at the discretion of the Principal.

30.2.4 Long service leave does not include public holidays or annual leave but does include other days of leave determined by the College.

30.3 Illness on Long Service Leave

30.3.1 Subject to the requirements of 30.3.2, a Teacher, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave reaccredited to the Teacher. The Principal 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.

30.3.2 The Teacher's application under 30.3.1:
   i. must be received by the Employer during the period of illness or injury unless there are exceptional circumstances;
   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.

30.4 Half pay option

30.4.1 The Employer may grant a period of long service leave of twice the Teacher's entitlement on the basis that the Teacher is paid at half the rate of pay otherwise applicable to the taking of long service leave at the relevant time for the duration of such leave.

31 Leave Without Pay

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

32 Public Holidays

32.1 Public holidays are provided for in the NES.
33 JURY SERVICE LEAVE

33.1 A Teacher required to serve as a juror is entitled to leave at their ordinary rate of pay for the duration of the period of their required attendance for jury service.

33.2 Before jury service leave is granted, the Teacher is required to provide proof of the requirement to attend for jury service and any estimates of the duration of the absence from duty.

33.3 A Teacher must pay to the College the full amount received from the court for jury service. The Teacher must pay the College this money as soon as practicable and must if requested by the Principal, provide evidence to the school as to the amount of any payments made to them by the court.

33.4 In this clause ordinary rate of pay means the amount the employee would reasonably expect to have received from the employer as earnings for that period had he or she not been performing jury service.

34 EXAMINATION LEAVE

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

35 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.

36 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

36.1 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 Workplace Injury Rehabilitation Compensation Act 2013 (Vic) (WIRC Act), 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.

36.2 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 WIRC Act, then:

(a) the Teacher does not accrue any of the following entitlements under this Agreement or under the WIRC Act (where relevant) for the duration of any such absence:
   i. annual leave; or
   ii. paid personal/carer’s leave; and

(b) 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 WIRC Act.

37 UNION REPRESENTATIVE TRAINING LEAVE

Leave with pay for one day per School Year will be available to the Teacher appointed as the representative of the Independent Education Union Victoria Tasmania to attend a training day with the union. Leave with pay will be available to only one Employee each year and will not be available to a casual Teacher.
PART 5  TERMINATION OF EMPLOYMENT AND RELATED MATTERS

38  PERFORMANCE MANAGEMENT

38.1  If the Principal is dissatisfied with the performance of the Teacher in carrying out the Teacher's duties, the Principal will appraise the Teacher's performance.

38.2  The Principal will advise the Teacher by notice in writing of:

(a)  the reasons for the dissatisfaction;
(b)  the standard of performance required;
(c)  the means by which the appraisal will be conducted;
(d)  the assistance available from the College to assist the Teacher in achieving the required performance; and
(e)  the date on which the appraisal will be completed.

38.3  After the notice in 38.2 is given, the Principal and the Head of School will meet with the Teacher for the purpose of considering the matters referred to in the notice at which meeting the Teacher may have a support person present.

39  PERFORMANCE EVALUATION

39.1  After the date on which the appraisal of the Teacher is completed pursuant to clause 38 if the Principal is still dissatisfied with the manner in which the Teacher has carried out or is carrying out his or her duties or with his or her capacity to carry out those duties, the Principal may in his or her discretion determine that the performance of the Teacher must undergo a full evaluation.

39.2  Before commencing this evaluation, the Principal must advise the Teacher by notice in writing of:

(a)  the reasons why the evaluation is considered necessary;
(b)  the method by which the evaluation will be conducted;
(c)  the objectives of the evaluation;
(d)  the date on which the evaluation will be completed; and
(e)  the consequences of an unsatisfactory outcome for the Teacher from the evaluation.

39.3  After the notice in 39.2 is given but before the evaluation is commenced, the Principal and the Head of School will meet with the Teacher for the purpose of considering the matters referred to in the notice at which meeting the Teacher may have a support person present.

39.4  The Teacher or a support person on his or her behalf may make written or oral submissions at any time during the period of the evaluation.

39.5  During the period of this evaluation, assistance from the College will continue to be made available to the Teacher to assist him or her in achieving the required performance.

39.6  Subject to clause 38, the Employer may terminate the employment of the Teacher if the Principal continues to be dissatisfied with the manner in which the Teacher is carrying out his or her duties or the capacity of the Teacher to carry out his or her duties.

39.7  If the Principal's concerns about the Teacher's performance are allayed during the process outlined in this clause, no further action will be taken.
40 CONDUCT MANAGEMENT

40.1 Subject to clause 10, where the Employer is considering termination of employment for reasons related to a Teacher's conduct, the Employer will implement the procedure in 40.2 and 40.3.

40.2 The Employer will advise the Teacher of:
- the Employer’s concern with the Teacher’s conduct;
- the time, date and place of the meeting to discuss the Teacher’s conduct;
- 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;
- the Employer’s right to terminate the Teacher’s employment should the Employer’s concerns not be resolved.

40.3 The formal conduct management meeting(s) will:
- include discussion of the Employer’s concern with the Teacher’s conduct;
- give the Teacher an opportunity to respond to the Employer’s concerns.

40.4 The Employer reserves the right to vary the procedure in 40.2 and 40.3 where it is possible that the Teacher is guilty of serious misconduct.

40.5 Concerns with a Teacher’s conduct may be resolved by:
- 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;
- issuing the Teacher with a warning or a final warning in writing;
- terminating the employment of the Teacher with the provision of notice in accordance with clause 41; or
- other action, appropriate to the situation.

41 NOTICE OF TERMINATION

41.1 Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to clause 10, or a Teacher wishes to resign during a minimum employment period, the period of notice is specified by clause 10.

41.2 Subject to clause 41.3, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.

41.3 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 that the Teacher being replaced wishes to return early from parental leave, and the Employer has agreed.

41.4 Payment in lieu is calculated by taking the amount of salary in Schedule 2 that a Teacher would have received by working during the notice period if the Teacher’s employment had not been terminated.

41.5 Subject to clause 10, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.

41.6 The notice period in this clause and in clause 10 do not apply where the Teacher is found guilty of serious misconduct.
42 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

42.1 This clause applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

42.2 The employer must notify the relevant employees of the decision to introduce the major change.

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

42.4 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

42.5 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion — provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

42.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

42.8 If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 42.2, 42.3 and 42.5 are taken not to apply.

42.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain employees; or
(f) the need to relocate employees to another workplace; or
(g) the restructuring of jobs.

42.10 For a change referred to in paragraph 42.1(b):
   (a) the employer must notify the relevant employees of the proposed change; and
   (b) subclauses 42.11 to 42.15 apply.

42.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

42.12 If:
   (a) relevant employee appoints, or relevant employees appoint, a representative for the purposes of the consultation, and
   (b) the employee or employees advise the employer of the identity of the representative;
   the employer must recognise the representative.

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

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

42.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

42.16 In this clause:
   relevant employees means the employees who may be affected by a change referred to in subclause 42.1 and;

43 REDUNDANCY

43.1 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.

43.2 Redundancy Disputes
43.2.1 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 undertaken.

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

43.3 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 time rate for the number of weeks of notice still owing.

43.4 Part Time Teachers

With reference to clause 9.3.5, if a part time teacher’s hours are reduced, without their agreement, by more than 20% they will be entitled to the provisions of this clause.

43.5 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 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>4 weeks' pay*</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>7 weeks' pay*</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>10 weeks' pay*</td>
</tr>
<tr>
<td>4 years and over</td>
<td>3 weeks per year of service, capped at 30 weeks'</td>
</tr>
</tbody>
</table>

*Week’s pay means the ordinary time rate of pay for the Teacher concerned

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

43.6 Leaving 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 subclause 43.4 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.

43.7 Alternative Employment

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

43.8.1 Upon a Teacher being declared redundant, the Employer shall provide to the Teacher:

(a) a course of outplacement counselling with a reputable outplacement consultant;

(b) personal counselling to a maximum of three visits; and/or

(c) financial advice from a professional and independent financial adviser to a maximum of three visits.

43.8.2 The Teacher may nominate the counsellor, outplacement consultant or financial adviser.

43.8.3 The maximum amount payable by the College in respect of 43.8.1 is $1,500 (indexed to CPI).

43.9 **Time Off During Notice Period**

i. 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.

ii. If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher 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.

**PART 6  OTHER PROVISIONS**

44 **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.

45 **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.

46 **TUITION FEES**

46.1 The tuition fee payable by the Teacher for a dependent child enrolled at the College will be determined by the Council from time to time but will not, without the agreement of the Full Time Teacher, be more than 50 per cent of the published schedule of fees (or 40 per cent if the Teacher was employed prior to 1998). A Part Time Teacher will be entitled to a pro rata remission of fees.

46.2 The tuition fee remission is conditional upon the Teacher authorising the payment of all fees, and associated expenses, including the reduced tuition fee by regular deduction from the Teacher’s salary.

46.3 Tuition fee discounts do not apply to Casual or Fixed Term Teachers.
EXECUTED as an Agreement this 11th day of January 2018.

Signed for and on behalf of:

The Geelong College
(ACN 005 988 205)

Address

Authority to Sign

In the presence of

The Teachers as represented by

Authority to Sign

Signature

In the presence of

Witness

Business Manager

Name in Print

WITNESS

Witness
SCHEDULE 1 – CLASSIFICATION STRUCTURE

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

1.1.1 A Teacher will commence at Level 1 and progress to Level 13 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

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

1.1.3 A Teacher who is conferred with a relevant additional qualification will progress up a level of the classification structure upon the College receiving confirmation of the conferral.

1.2 Permission to Teach Teachers with the Victorian 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 at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.
SCHEDULE 2 – RATES OF PAY

2.1 Annual Salary

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

The annual increase will occur on the first pay period commencing on or after 1 January of each year.

<table>
<thead>
<tr>
<th>Level</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>73,530</td>
<td>75,736</td>
<td>78,008</td>
</tr>
<tr>
<td>2</td>
<td>74,998</td>
<td>77,248</td>
<td>79,566</td>
</tr>
<tr>
<td>3</td>
<td>75,786</td>
<td>78,050</td>
<td>80,402</td>
</tr>
<tr>
<td>4</td>
<td>77,136</td>
<td>79,450</td>
<td>81,833</td>
</tr>
<tr>
<td>5</td>
<td>81,597</td>
<td>84,044</td>
<td>86,566</td>
</tr>
<tr>
<td>6</td>
<td>83,921</td>
<td>86,439</td>
<td>89,032</td>
</tr>
<tr>
<td>7</td>
<td>86,316</td>
<td>88,906</td>
<td>91,573</td>
</tr>
<tr>
<td>8</td>
<td>88,775</td>
<td>91,438</td>
<td>94,181</td>
</tr>
<tr>
<td>9</td>
<td>91,305</td>
<td>94,045</td>
<td>96,666</td>
</tr>
<tr>
<td>10</td>
<td>94,590</td>
<td>97,428</td>
<td>100,351</td>
</tr>
<tr>
<td>11</td>
<td>100,547</td>
<td>103,563</td>
<td>106,670</td>
</tr>
<tr>
<td>12</td>
<td>101,975</td>
<td>105,034</td>
<td>108,185</td>
</tr>
<tr>
<td>13</td>
<td>104,516</td>
<td>107,652</td>
<td>110,881</td>
</tr>
</tbody>
</table>

2.2 Weekly Salary

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

2.3 Annual Leave Loading

A Teacher who has served throughout the School Year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid during December in one lump sum, or on the termination of employment by either party.

2.4 Casual Rate of Pay

The daily rate of pay for a Casual Teacher will be as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 September 2017</td>
<td>$347.00</td>
</tr>
<tr>
<td>1 January 2018</td>
<td>$358.00</td>
</tr>
<tr>
<td>1 January 2019</td>
<td>$371.00</td>
</tr>
</tbody>
</table>
However, an employee will be paid the better of either the rates listed above, or what they would be entitled to under the terms of the Award.

There will be:
- a minimum engagement of half a day, as per clause 9.3.5;
- a maximum daily rate once 6 hours are reached.
SCHEDULE 3 – POSITIONS OF RESPONSIBILITY

1 ELIGIBILITY

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

1.2 An allowance is linked to a position of leadership rather than tied to an individual Teacher.

1.3 The Principal of the school determines who holds a position that is eligible for a leadership allowance.

2 NOTIFICATION

2.1 The Principal will provide written advice to an employee in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.

2.2 The Principal will advise the employee of the band and level to which the position equates.

3 LEVEL OF RESPONSIBILITY

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

<table>
<thead>
<tr>
<th>Band</th>
<th>Positions of leadership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band 1</td>
<td>Positions of leadership such as major cross-Campus roles or one of the Heads of Boarding.</td>
</tr>
<tr>
<td>Bands 2 and 3</td>
<td>Positions of leadership such as responsibility for the management of major departments, smaller learning area department heads, additional responsibilities such as co-ordination of a school publication, sports co-ordinator or similar responsibilities.</td>
</tr>
</tbody>
</table>

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

5 Positions of leadership will be available in Senior, Middle and Junior Schools.

6 AMOUNT

6.1 A Teacher in receipt of a leadership allowance in 2017 will be paid in accordance with the following bands:

<table>
<thead>
<tr>
<th></th>
<th>From $</th>
<th>To $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band 1</td>
<td>11,500</td>
<td>16,500</td>
</tr>
<tr>
<td>Band 2</td>
<td>3,300</td>
<td>11,499</td>
</tr>
<tr>
<td>Band 3</td>
<td>1,350</td>
<td>3,299</td>
</tr>
</tbody>
</table>
6.2 The Teacher in the position of responsibility will be informed of the band and level of the allowance.

6.3 The allowance ranges provided for in cl.6.1 above will increase by 3% on 1 January of each year during the life of the Agreement.