FAIR WORK ACT 2009

s.185—Enterprise agreement

Ballarat & Clarendon College
(AG2016/8065)

BALLARAT & CLARENDON COLLEGE ENTERPRISE AGREEMENT
2016-2020

Educational services

COMMISSIONER JOHNS

SYDNEY, 15 MARCH 2017


[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, has been met.

[4] The Independent Education Union, 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), the Commission notes that the Agreement covers this organisation.
The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 22 March 2017. The nominal expiry date of the Agreement is 15 March 2021.

COMMISSIONER JOHNS

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Ballarat & Clarendon College Enterprise Agreement 2016-2020

PART 1 – APPLICATION AND OPERATION

1 TITLE

This Agreement is to be known as the Ballarat & Clarendon College Enterprise Agreement 2016-2020 (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 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 this Agreement will be 4 years after the date that the Fair Work
Commission approves this Agreement.

4 COVERAGE

4.1 This Agreement covers:
   (a) the Employer;
   (b) School Teachers and Early Learning Centre (ELC) Teachers; and
   (c) School Assistants and ELC Educators employed at the College's facilities and King Island facilities.

4.2 This Agreement does not cover:
   (a) the Principal;
   (b) the Deputy Principal(s), by whatever name called;
   (c) the Business Manager, by whatever name called;
   (d) the Finance Manager;
   (e) the Human Resources Manager;
   (f) employees employed pursuant to the Educational Services (Schools) General Staff Award 2010 other than employees employed in Classroom support services and Curriculum/resources services (defined as School Assistants) and ELC services (defined as ELC Educators);
   (g) any Information Technology Staff Member employed after 1 January 2017;
   (h) any audio-visual staff member employed after 1 January 2017;
   (i) apprentices;
   (j) trainees; and
   (k) employees on a supported wage system.

4.3 Part 1, Part 2 and Part 3 of this Agreement apply to all Employees covered by the Agreement. Part 4 of this Agreement applies to the Employees as specified.

5 RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.

6 NATIONAL EMPLOYMENT STANDARDS

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

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

7 DEFINITIONS

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<th>Workplace Injury Rehabilitation and Compensation Act</th>
<th>means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or its successor(s)</th>
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<tr>
<td>Act</td>
<td>means the Fair Work Act 2009 (Cth) or its successor(s)</td>
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<tr>
<td>Assistant</td>
<td>means persons employed as School Assistants and ELC Educators</td>
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<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>
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</tr>
<tr>
<td>Awards</td>
<td>means the Educational Services (Teachers) Award 2010 and the Educational Services (Schools) General Staff Award 2010 or successor award(s)</td>
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<tr>
<td>Board</td>
<td>means the Directors of Ballarat &amp; Clarendon College (ACN 006 101 113)</td>
</tr>
<tr>
<td>Casual Employee</td>
<td>means an Employee employed pursuant to clause 13.6 of this Agreement</td>
</tr>
<tr>
<td>College</td>
<td>means Ballarat &amp; Clarendon College (ACN 006 101 113) trading as Ballarat Clarendon College</td>
</tr>
<tr>
<td>ELC Educator</td>
<td>means a person who performs general duties under the direction of an ELC Teacher in the ELC programmes.</td>
</tr>
<tr>
<td>ELC Teacher</td>
<td>means a person who is employed to teach children in the ELC programmes</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>means Ballarat &amp; Clarendon College (ACN 006 101 113)</td>
</tr>
<tr>
<td>Fixed Term Employee</td>
<td>means an Employee employed pursuant to clause 13.5 of this Agreement</td>
</tr>
<tr>
<td>Full Time Employee</td>
<td>means an Employee employed pursuant to clause 13.3 of this Agreement</td>
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<tr>
<td>FWC</td>
<td>means the Fair Work Commission or its successor(s)</td>
</tr>
<tr>
<td>General Staff Award</td>
<td>means the Educational Services (Schools) General Staff Award 2010 or its successor(s)</td>
</tr>
<tr>
<td>Graduate Teacher – Pre Initial VIT Registration</td>
<td>means a person who has completed their university studies to become a teacher and who is in the process of applying for initial registration with the Victorian Institute of Teaching (VIT), but who has not yet been granted Full or Provisional Registration or Permission to Teach.</td>
</tr>
<tr>
<td>Immediate Family</td>
<td>Means</td>
</tr>
<tr>
<td></td>
<td>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and</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>
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<tr>
<td>Medical Practitioner</td>
<td>means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia</td>
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<td>NES</td>
<td>means the National Employment Standards in Part 2-2 of the Act</td>
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<td>Definition</td>
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<td>Non-term week</td>
<td>means a week in the school year other than term weeks, where Employees are required to attend</td>
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<tr>
<td>Non Attendance Time</td>
<td>means a period of time (including four weeks’ annual leave) that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers</td>
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<tr>
<td>Part Time Employee</td>
<td>means an Employee employed pursuant to clause 13.4 of this Agreement</td>
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<tr>
<td>Principal</td>
<td>means the Principal of Ballarat &amp; Clarendon College or his or her nominee</td>
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<tr>
<td>School Assistant</td>
<td>means a person who is ancillary to the process of teaching and includes Laboratory Assistant, Laboratory Technician, Teacher aide, Integration Aide, ELC Educator, Audio/Visual and Media Assistant, Language Assistant, Librarian, Library Assistant, Information Services Officer, Computer Technician and IT Officer</td>
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<tr>
<td>School Holidays</td>
<td>means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools</td>
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<tr>
<td>School Teacher</td>
<td>means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching (VIT) 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 in the College’s educational program. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.</td>
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<td>School Year</td>
<td>means the twelve months from the day that Employees are required to attend the School for the new educational year</td>
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<td>Teacher</td>
<td>means a School Teacher and an ELC Teacher, unless separately specified</td>
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<tr>
<td>Teachers Award</td>
<td>means the Educational Services (Teachers) Award 2010 or its successor(s)</td>
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<td>Term week</td>
<td>means a week in the school year that Employees are required to attend school as set out in the school calendar</td>
</tr>
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<td>Victorian Institute of Teaching</td>
<td>means the statutory authority for the registration of School Teachers established pursuant to the Education and Training Reform Act 2006 (Vic) or its successor(s)</td>
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8 AGREEMENT FLEXIBILITY

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

(a) the Agreement deals with one or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances;
(v) leave loading; and
(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.

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

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

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

8.5 The Employer or Employee may terminate the individual flexibility arrangement:
(a) by giving no more than 28 days written notice to the other party to the arrangement; or
(b) if the Employer and Employee agree in writing — at any time.

9 No Extra Claims

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

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

10 Consultation Regarding Major Workplace Change

10.1 This clause applies if:
(a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its workplace and the change is likely to have a significant effect on Employees
(b) the Employer proposes to introduce change to the regular roster or ordinary hours of work of Employees.
Major Change

10.2 Major Change

(a) For a major change as referred to in cl 10.1(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and

(b) cl 10.3 to 10.9 apply.

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

10.4 If:

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

(b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

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

10.5.1 discuss with the relevant Employees:

(a) the introduction of the change; and

(b) the effect the change is likely to have on the Employees; and

(c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

10.5.2 for the purposes of the discussion, provide in writing, to the relevant Employees:

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

(b) information about the expected effects of the change on the Employees; and

(c) any other matters likely to affect the Employees.

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

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

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

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

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

(b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain Employees; or

(f) the need to relocate Employees to another workplace; or

(g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

10.10 (a) For a change referred to in cl 10.1(b) the Employer must notify the relevant Employees of the
proposed change; and
(b) cl 10.11 to 10.15 apply.

10.11 A relevant Employee or relevant Employees may appoint a representative for the purposes of the procedures in this clause.

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

10.13 As soon as practicable after proposing to introduce the change, the Employer must:
(a) discuss with the relevant Employee or Employees the introduction of the change; 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; and
   ii. information about what the Employer reasonably believes will be the effects of the change on the Employee or Employees; and
   iii. information about any other matters that the Employer reasonably believes are likely to affect the employees; and
(c) invite the relevant Employee or Employees 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 Employees.

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

10.16 In this clause, relevant Employees means the Employees who may be affected by the major change as referred to in cl 10.2.

11 DISPUTE RESOLUTION

11.1 If a dispute relates to:
   (a) a matter arising under the Agreement, or
   (b) the NES,
this clause sets out procedures to settle the dispute.

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

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

11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
11.5 FWC may deal with the dispute in two stages:

(a) FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion making a recommendation; and

(b) if FWC is unable to resolve the dispute at the first stage, FWC may then:
   (i) in relation to the NES, arbitrate the dispute or
   (ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.

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

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

(a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
   (i) the work is not safe; or
   (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
   (iii) the work is not appropriate for the Employee to perform; or
   (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

**PART 3 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES**

12 MINIMUM EMPLOYMENT PERIOD

12.1 An Employee’s employment is contingent upon the satisfactory completion of a minimum employment period of six months.

12.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee’s employment, the Employer does not need to provide the relevant notice of termination and does not need to comply with cl.19 – Performance and Conduct Management.

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

   Teacher  4 weeks’ notice
   Assistant 1 week notice

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

13.1 Types of employment

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee.

13.2 Direction by Employer

The Employer may direct an Employee to perform such duties as are within the limits of the Employee’s skill, competence and training.

13.3 Full Time Employees

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

13.4 Part Time Employee

13.4.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

13.4.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs.

13.4.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.13.4.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher’s face-to-face teaching hours are deemed to be 2218 minutes per fortnight (Years 5 to 12), 2700 minutes per fortnight (Prep to Year 4) and 3120 minutes per fortnight (ELC).

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

13.5 Fixed Term Employee

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

(a) to replace one or more Employees who are on leave;
(b) to undertake a specified project for which funding has been made available;
(c) to undertake a specified task which has a limited period of operation;
(d) to replace an Employee 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;
(e) to replace an Employee who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following School Year;

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

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

(a) the reason for the fixed nature of the employment;
(b) the date of commencement of the employment;
(c) the benefits which are applicable under this Agreement; and
(d) the rights of any Employee being replaced.
13.5.4 Subject to cl.12 – Minimum Employment Period, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions.

13.5.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
   (a) notice of termination (where the date of cessation of employment is stated at the time of appointment)
   (b) redundancy
   (c) performance and conduct management process as outlined in this Agreement
   (d) school fee remission
   (e) paid parental leave

13.6 Casual Employee

13.6.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

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

13.6.3 The Employer must not employ a Casual Assistant for less than two hours for each engagement.

13.6.4 The Employer will engage a Casual Teacher on an hourly basis to the nearest fifteen minutes. A Casual Teacher must not be employed for less than three hours for each engagement and is entitled to the rate of pay specified in Schedule 1B.

13.6.5 A Casual Employee is not entitled to any of the following benefits under this Agreement:
   (a) notice of termination of employment
   (b) redundancy
   (c) remuneration packaging
   (d) annual leave
   (e) family violence leave
   (f) school holidays
   (g) school fee remission
   (h) non attendance time
   (i) leave loading
   (j) note book computers
   (k) letter of appointment
   (l) public holidays
   (m) paid parental leave
   (n) paid personal leave
   (o) paid compassionate leave
   (p) performance and conduct management
   (q) accident make-up pay

13.6.6 A Casual Employee is entitled to unpaid carer’s leave, unpaid parental leave and long service leave, where eligible.

13.6.7 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.

13.6.8 An Employer must not employ a Casual Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for more than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period. Except that a Casual Assistant and the College may agree to a longer period by mutual agreement.
14 LETTER OF APPOINTMENT

14.1 Assistant
At the time of engagement, the Employer will provide an Assistant with a letter of appointment advising
(a) whether the Assistant is employed on a full-time, part-time or casual basis;
(b) where the engagement is for a fixed term, the cessation date, if known; and
(c) the Assistant's classification and salary upon commencement of employment.

14.2 Teacher
14.2.1 At the time of engagement, the Employer will provide a Teacher with a letter of appointment advising
(a) the commencement date of employment;
(b) whether employment is on a full-time, part-time or casual basis;
(c) where the engagement is for a fixed term, the reason the employment is for a fixed term and the cessation (if known);
(d) classification and salary upon commencement of employment; and
(e) the face-to-face teaching load and details of the extra-curricular commitment upon commencement of employment.

14.2.2 In the case of a part-time Teacher, the letter of appointment will include the Teacher's face-to-face teaching load expressed as a percentage of a full-time load and that the extra-curricular commitment will generally be, on balance, in the same proportion to the part-time Teacher's teaching load as that of a full-time Teacher.

15 RATES OF PAY

15.1 The rates of pay applying upon the commencement of this Agreement are specified in the Schedules to this Agreement.

15.2 Subsequent pay increases will occur as part of the College's yearly budgeting and will be announced prior to the commencement of each School Year for the duration of this Agreement.

15.3 Teachers and Assistants will be entitled to the same percentage pay increase as determined by the College.

16 REMUNERATION PACKAGING

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

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

17 SUPERANNUATION

The Employer currently makes an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the default fund, which is the Combined Super Fund.
18 Payment Arrangements

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

19 Performance and Conduct Management

19.1 Application

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

(a) where an Employee’s employment is terminated during the minimum employment period pursuant to cl.12 – Minimum Employment Period;

(b) for a casual Employee; or

(c) in the case of serious misconduct. The Employer will give the Employee an opportunity to meet to provide a response to an allegation of serious misconduct. The Employee will be entitled to be accompanied by a support person of the Employee’s choice.

19.2 Performance management

19.2.1 Where the Employer is considering termination of employment for reasons related to the Employee’s performance, the Employer will implement the procedure in this clause.

19.2.2 For the avoidance of any doubt, the Employer will not be required to implement the procedure in this clause 19.2, when the Employer is embarking on discussions with the Employee about their performance and where the Employer is not considering the termination of employment of the Employee.

19.2.3 The Employer will be required to immediately implement this clause 19.2 if during the course of discussions with the Employee about the performance of the Employee, the Employer considers that the termination of the Employee may be a possible outcome of those discussions.

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

(a) the Employer’s concern(s) with the Employee’s performance;

(b) the time, date and place of the first formal meeting to discuss the Employee’s performance;

(c) the Employee’s right to be accompanied by a support person of the Employee’s choice at all meetings scheduled to discuss the Employee’s performance, whether those meetings be formal or informal meetings, provided no conflict of interest exists with the support person that the Employee has chosen. In instances where a conflict of interest occurs, the Employee will select another support person;

(d) the Employer’s right to terminate the employment should the procedure not resolve the Employer’s concern(s).

19.2.5 Formal performance management meetings will

(a) include discussion of the Employer’s concern(s) with the Employee’s performance;

(b) give the Employee an opportunity to respond to the Employer’s concern(s);
(c) include discussion of any counselling or assistance, where appropriate, available to the Employee;

(d) include documentation, where appropriate;

(e) set periods of review, as appropriate.

19.2.6 If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

19.3 Conduct Management

19.3.1 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.

19.3.2 For the avoidance of any doubt, the Employer will not be required to implement the procedure in this clause 19.3, when the Employer is embarking discussions with the Employee about their conduct and where the Employer is not considering the termination of employment of the Employee.

19.3.3 The Employer will be required to immediately implement this clause 19.3 if during the course of discussions with the Employee about the conduct of the Employee, the Employer considers that the termination of the Employee may be a possible outcome of those discussions.

19.3.4 The Employer will advise the Employee in writing of:

(a) the Employer's concern(s) with the Employee's conduct;

(b) the time, date and place of the meeting to discuss the Employee's conduct;

(c) the Employee's right to be accompanied by a support person of the Employee's choice at any meeting scheduled to discuss the Employee's conduct, whether those meetings be formal or informal meetings, provided no conflict of interest exists with the support person that the Employee has chosen. In instances where a conflict of interest occurs, the Employee will select another support person;

(d) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.

19.3.5 The formal conduct management meeting(s) will:

(a) include discussion of the Employer's concern(s) with the Employee's conduct;

(b) give the Employee an opportunity to respond to the Employer's concern(s).

19.3.6 Concern(s) with an Employee's conduct may be resolved by:

(a) summary dismissal, where the actions of the Employee, on balance, equate to serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;

(b) issuing the Employee with a warning or a final warning in writing;

(c) terminating the employment of the Employee in accordance with the relevant notice provision;

(d) other action, appropriate to the situation.
20 PERSONAL/CARER’S LEAVE

20.1 Application of the NES

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

20.2 Entitlement

20.2.1 An Employee is entitled to a paid personal leave entitlement, which is made up of both sick and carer’s leave.

20.2.2 For a Full Time Employee, the personal leave entitlement equates to 15 days per year of service. A Full Time member of staff who does not work a full year, will have an entitlement to a pro rata paid personal leave entitlement, calculated from their start date with the Employer. A Part Time Employee is entitled to paid personal leave on a pro rata basis based on specified hours in cl.13.4.2.

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

20.2.4 Paid carer’s leave is taken by the Employee to provide care or support to a member of the Employee’s Immediate Family or a member of the Employee’s household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A Part Time Employee is entitled to paid carer’s leave on a pro rata basis based on specified hours in clause cl.13.4.2.

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

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

20.2.7 The amount of personal leave, a Full Time Teacher or Assistant may take, depends upon how long the Teacher or the Assistant has worked for the Employer and accrues as follows:

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

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

20.2.8 An Employee must notify the Employer of the Employee’s absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee’s Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

20.2.9 An Employee is entitled to personal leave for the reason of personal illness or injury, or the reason of being required to care or support a member of the Employee’s Immediate Family or a member of the Employee’s household as the member is suffering either a personal illness or injury or an unexpected emergency provided that:

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

(b) the Employee provides a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer for any absence continuous with the beginning or end of a school term, a school exeat, a school camp, tour or excursion, a weekend or a public holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
(c) the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

20.2.10 For the purposes of cl 20.2.9 a weekend begins and ends the day after your final work day for the week and concludes on the day prior to your first work day of the following week. To illustrate, an employee who is employed to work Tuesday – Thursday (inclusive) would have a weekend comprised of four days – Friday, Saturday, Sunday, Monday.

21 Infectious Diseases Leave

21.1 An Employee who is suffering from one of the infectious diseases described in this cl.21.1 will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:
- German measles
- Chickenpox
- Measles
- Meningitis
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever
- Hepatitis
- SARS
- Swine flu
- Tuberculosis, or
- Zika virus.

21.2 The Employee must, at the request of the Employer, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

22 Community Service Leave

22.1 Application of NES

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

22.2 Jury service leave

22.2.1 An Employee, if required to appear and/or serve as a juror, will be entitled to be granted leave for the period during which attendance at court is required.

22.2.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

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

22.2.4 The employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
22.2.5 Subject to cl.22.2.3 and cl.22.3.4, the Employer will pay salary to the Employee whilst the Employee is absent on jury service leave. The Employee will pay the amount of the payment received from the Court Authorities for jury service to the Employer upon returning to work from jury service leave.

23 **COMPASSIONATE LEAVE**

23.1 **Application of NES**

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

23.2 **Entitlement**

23.2.1 An Employee may take three days' paid leave per occasion when a member of the Employee’s Immediate Family or household dies or when the Employee’s Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

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

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

24 **FAMILY VIOLENCE LEAVE**

24.1 Ballarat Clarendon College is committed to providing support to employees experiencing family violence.

24.2 The definition of family violence will be per the *Family Violence Protection Act 2008*.

24.3 For a Full Time Employee, the family violence leave entitlement equates to 10 days per year. A Full Time member of staff who does not work a full year, will have an entitlement to a pro rata paid family violence leave entitlement, calculated from their start date with the Employer. A Part Time Employee is entitled to paid family violence leave on a pro rata basis based on specified hours in cl.13.4.2. A Casual Employee is not entitled to family violence leave.

24.4 Family Violence Leave is non-cumulative and will not be paid out upon termination of employment.

24.5 An Employee may take family violence leave for the purposes of:

- Seeking medical assistance as a result of family violence;
- Seeking legal assistance as a result of family violence;
- Seeking counselling as a result of family violence;
- Relocation as a result of family violence; or
- To make other safety arrangements as a result of family violence.

24.6 Family violence leave may be taken as single or consecutive days but not as a fraction of a day.

24.7 An Employee will be required to give the Employer as much notice as possible of their intention to take Family Violence Leave. The Employer understands that there may be occasions where the Employee is unable to give the Employer notice of their intention to take family violence leave. In these situations an Employee may take family violence leave without prior notice, however if this is the case the Employee must notify their Manager or Human Resources, or have another person make this notification on their behalf, by 10am of the first day of the family violence leave.
24.8 In order for the Employee to receive family violence leave as outlined in this cl 24, the Employee must provide evidence to the Employer in the form of an official document as issued by the Police Service, a Court, a Doctor (please note this must be a specific letter pertaining to the family violence and not a general medical certificate), a Lawyer, or a Family Violence Support Service Officer. Please note that a Statutory Declaration will not be acceptable evidence for the Employee to access family violence leave as outlined in this cl 24.

25 Public Holidays

25.1 Application of NES

Public holidays are provided for in the NES.

25.2 Entitlement

25.2.1 An Employee is entitled to the following public holidays: New Year’s Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen’s Birthday, Christmas Day and Boxing Day.

25.2.2 Instead of Melbourne Cup Day, an Employee is entitled to either Easter Tuesday, Ballarat Cup Day, Ballarat Show Day or an Exeat Day, as to be determined by the Employer.

25.2.3 Instead of Grand Final holiday, an Employee is entitled to either Easter Tuesday, Ballarat Cup Day, Ballarat Show Day or an Exeat Day, as to be determined by the Employer.

25.3 Public holidays that occur during a period of leave for Employees in accordance with cl 25.2.1 or 25.2.2 do not create an additional entitlement.

25.4 For part time Employees, public holidays that occur on a non-work day in accordance with cl 25.2.1, 25.2.2, or 25.2.3 do not create an additional entitlement.

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

25.6 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

25.7 An agreement made in accordance with cl 25.4 or 25.5 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

26 Unpaid Parental Leave

26.1 Application of the NES

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

26.2 Entitlement

26.2.1 An Employee is entitled to unpaid parental leave in accordance with the NES. A period of parental leave does not break the Employee’s continuity of service but it does not count as service.
26.2.2 Unpaid parental leave does not count for the purpose of accrual of any benefits or entitlements under this Agreement, including long service leave pursuant to the Long Service Leave Act 1992 (Vic).

26.2.3 An Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of concurrent unpaid parental leave provided for in the NES up to a maximum of eight weeks.

26.2.4 The Employer shall consider the request made pursuant to cl.26.2.3 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on the education program.

26.2.5 An Employee's request made under cl.26.2.3 and the Employer's decision must be recorded in writing.

26.3 Workplace change

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

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

26.3.2 During the period of parental leave, the Employer will take reasonable steps to inform the Employee about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis. The Employee will notify the Employer of changes in address or other contact details which might affect the Employer's ability to contact the Employee in relation to cl.26.3.1.

27 Paid Parental Leave

27.1 Application

Full-time and Part-time Employees who have completed 12 months of continuous service with the Employer are entitled to paid parental leave.

27.2 Where an Employee is granted unpaid birth-related or adoption-related leave in accordance with cl.26.2 to be the primary care giver of the child, the Employee is entitled to up to 10 weeks' of paid leave provided the leave is taken during the first ten weeks of the birth or adoption of the child. Annual leave accrues during the period of paid leave.

27.3 An Employee who has been granted concurrent leave, or leave to be the non-primary care giver of the child, will be entitled to one week of paid parental leave after the birth of the child provided the leave is taken during the first 6 weeks of the birth of the child. Annual leave accrues during the period of paid leave.

27.4 The period of parental leave as specified in this subclause will be paid at the Employee's ordinary rate of pay immediately prior to commencing parental leave.

27.5 In order to be entitled to a second and subsequent period of paid parental leave the Employee must return to work at the College for a period of 12 months.
27.6 Where the Employer employs both parents of the child, only one parent is entitled to paid parental leave as specified in cl.27.2.

27.7 The period of paid parental leave taken by the Employee will accrue personal leave entitlements in accordance with the NES.

27.8 The period of paid parental leave does count as a period of employment for the purpose of long service leave.

28 LONG SERVICE LEAVE

28.1 NES
Section 113 of the Act specified the entitlement to long service leave at the time that this Agreement is made.

28.2 Assistant

28.2.1 A School Assistant, to whom the Victorian Independent Schools – School Assistants Award 1998 (AW802122CRV) would have applied whether first employed before or after 1 January 2010, is entitled to long service leave in accordance with cl 26 – Long service leave of that Award, which provides long service leave in accordance with the Long Service Leave Act 1992 (Vic). The entitlement is varied by cl.28.2.3 – 28.2.6.

28.2.2 An ELC Educator is entitled to long service leave in accordance with the Long Service Leave Act 1992 (Vic). The entitlement is varied by cl.28.2.3 – 28.2.6.

28.2.3 From 23 April 2008, an Assistant is entitled to accrue long service leave pro rata of thirteen weeks upon the completion of ten years of continuous employment. An Assistant is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer. For service completed prior to 23 April 2008, an Assistant accrued pro rata long service leave of thirteen weeks upon completion of fifteen years of continuous employment.

28.2.4 An Assistant's entitlement to long service leave will be paid in accordance with the Long Service Leave Act 1992 (Vic).

28.2.5 An Assistant is entitled to take pro-rata long service leave upon the completion of seven years continuous service.

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

28.3 Teacher

28.3.1 A School Teacher, to whom the Victorian Independent Schools – Teachers – Award 1998 (AW802001CRV) would have applied whether first employed before or after 1 January 2010, is entitled to long service leave in accordance with cl 27 – Long service leave of that Award. The entitlement is varied by cl.28.3.3 – 28.3.7.

28.3.2 An ELC Teacher, to whom the Victorian Independent Schools – Early Childhood Teachers – Award 2004 (AW835765) (cl.26.5) would have applied whether first employed before or after 1 January 2010, is entitled to long service leave in accordance with cl 26 – Long service leave of that Award. The entitlement is varied by cl.28.3.3 – 28.3.7.

28.3.3 A Teacher is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. A Teacher is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
28.3.4 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 Employee's normal salary.

28.3.5 A Teacher, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

28.3.6 A Teacher is entitled to take pro-rata long service leave upon the completion of seven years continuous service.

28.3.7 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the Long Service Leave Act 1982 (Vic).

28.4 Illness on Long Service Leave

28.4.1 Subject to the production of a supporting medical certificate, an Employee who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the Employee is entitled to sick leave. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

28.4.2 Subject to cl.28.4.1, the Employee's long service leave will be extended by the period of illness.

28.4.3 An exception to cl.28.4.2 is that the Employer and an Employee may agree that the Employee will return from long service leave as planned with the period of illness increasing the Employee's accrued long service leave entitlement.

29 Leave Without Pay

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

30 Accident Compensation and Accident Make-Up Pay

30.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

30.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), then:

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

(a) annual leave; or
(b) paid personal/carers leave.

30.2.2 The Employee is not entitled to any payment or benefit in respect of Non Attendance Time or School Holidays, where such entitlement applies, which fall during the period that the Employee is in receipt of weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic).
31 REDUNDANCY

31.1 Definition

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

31.2 Redundancy Disputes

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

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

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

31.2.3 For the purposes of cl.31.2.1, the Employer is not required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

31.3 Transfer to lower paid duties

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

31.4 Part Time Employees

If a Part Time Employee's hours are reduced without their consent by more than 25 per cent, the Employee will be entitled to the provisions of this clause.

31.5 Severance Pay

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
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<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
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<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks' pay*</td>
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<td>2 years and less than 3 years</td>
<td>6 weeks' pay</td>
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<td>3 years and less than 4 years</td>
<td>7 weeks' pay</td>
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<td>4 years and less than 5 years</td>
<td>8 weeks' pay</td>
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<td>5 years and less than 6 years</td>
<td>10 weeks' pay</td>
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<td>6 years and less than 7 years</td>
<td>11 weeks' pay</td>
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<td>7 years and less than 8 years</td>
<td>13 weeks' pay</td>
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<td>8 years and less than 9 years</td>
<td>14 weeks' pay</td>
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<tr>
<td>9 years and over</td>
<td>16 weeks' pay</td>
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"Weeks' pay means the ordinary time rate of pay for the employee concerned

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

31.6 Leaving during notice
(a) An Employee, whose employment is terminated for reasons of redundancy, may be terminated by the Employer during the period of notice and, if so, the Employee will be entitled to the same benefits and payments under cl.31.5 as had the Employee remained with the Employer until the expiry of such notice, excepting cases of summary termination where no notice is payable to the Employee by the Employer.

(b) If an Employee, whose employment is terminated for reasons of redundancy, decides to resign during the period of notice, the Employee will be entitled to the same benefits and payments under cl.31.5 as had the Employee remained with the Employer until the expiry of such notice. However, in such circumstances the Employee will not be entitled to payment in lieu of notice.

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

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

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

32 Annual Leave Loading

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

32.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

\[
\left( \frac{17.5\% \text{ of working weeks (excluding paid school holidays and Non-term weeks)}}{\text{School's term weeks}} \times 4 \right) \times \text{annual rate of pay} = 52.18
\]

32.3 An Employer will pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December.

33 Breakage and Loss

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

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

35 Qualification Conferral Leave

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

36 Breaks

36.1 Meal Break

Except as provided by cl.36.2, an Employee will be entitled to an unpaid meal break free of duties of 30 consecutive minutes no later than five hours after commencing work.

36.2 Meal Break for ELC Teachers and Educators

An ELC Teacher or an ELC Educator will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes, no later than five hours after commencing work, provided that:

(a) an ELC Teacher or ELC Educator may, by agreement with the Employer, leave the premises or elect not to be on call during the meal break. In that case, the meal break will not count as time worked and nor will payment be made for such time;

(b) where an ELC Teacher or ELC Educator is called back to perform any duties or the break is interrupted for any reason, the ELC Teacher or ELC Educator will be entitled to take the balance of the break as soon as possible after the interruption.

36.3 Provision of a Meal

The College will supply an Employee, excluding a King Island Employee, with a meal should the College require the Employee to remain at the School continuously until after 7.00pm on any day.

36.4 Rest Breaks for Assistants

36.4.1 An ELC Educator is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an ELC Educator may agree to one rest break of 20 minutes in place of the two 10-minute rest breaks.

36.4.2 A School Assistant employed for six or more hours per day will be entitled to one rest break of 20 minutes, which will be counted as time worked.

36.4.3 A rest break will be taken at a time suitable to the Employer.

37 School Tuition Fee Discounts for Children of Employees

37.1 Full Time Employees shall be entitled to a reduction of school tuition fees as detailed in cl.36.5. Such reduction shall be the maximum reduction applicable to that child, as any scholarship or sibling discount reductions shall not be cumulative with the staff discount allowance.

37.2 Part Time Employees shall receive the reduction on a pro rata basis based on the hours specified in cl.13.4.2.

37.3 Where the College employs both parents of a child or children, their child or children shall attract
only one staff discount amount per child on school fees.

37.4 The school tuition fee reduction which is based on the number of children concurrently enrolled at the College is as follows:

| Reduction of School Fees for first and second child | 35% |
| Reduction of School Fees for third and fourth child | 45% |
| Reduction of School Fees for fifth and subsequent children | 100% |

38 Policies and Procedures

38.1 The Employer has formulated a series of policies and procedures related to various aspects of the College’s operation. Although policies, procedures and guidelines are not incorporated into the Agreement, Employees are expected to be sufficiently familiar with, and to diligently comply with, these requirements as varied from time to time. These policies and guidelines form part of the Employee’s employment and are accessible to the Employee via the College’s intranet.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SPECIFIC EMPLOYEES

39 Teachers

39.1 Classifications and Salary

39.1.1 Schedule 1A sets out the classification structure and progression through the salary scale.

39.1.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.

39.1.3 Schedule 1C sets out the positions of responsibility rates of pay.

39.2 Duties

39.2.1 As part of a teaching role, Teachers are expected to participate in a range of duties beyond classroom responsibilities. These duties include, but are not limited to, participation in relevant meetings, professional development activities, meetings with parents, the pastoral care program, co-curricular responsibilities and the outdoor education and camps program.

39.2.2 Some of the duties in cl.39.2.1 will need to be performed at times other than during the school day or when students are in attendance, including weekends.

39.2.3 Class allocations and duties may be varied by the College from time to time in line with the College’s operational requirements.

39.2.4 The Teacher must carry out all duties as delegated by the Employer and shall adhere to all reasonable and lawful directions. The Teacher must be punctual and undertake to act diligently using skill and care whilst performing duties.

39.2.5 The Teacher shall use all reasonable endeavours to promote the interests of the College and shall refrain from doing any act, matter or thing, which could create conflict between the interests of the Employee and the Employer.

39.2.6 The Teacher acknowledges that all information provided to the Employer such as information about qualifications, experience and expertise is accurate to the best of the Teacher’s knowledge.

39.2.7 Attendance is required at all training sessions as required by the Employer from time to time either conducted or organised by the Employer.
39.3 Hours of Work

39.3.1 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.

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

39.3.3 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.

39.4 Non Attendance Time

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

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

39.4.3 Where a Teacher takes unpaid leave of 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 cl.39.4.4.

39.4.4 If a Teacher’s employment is terminated by the Employer or a Teacher resigns prior to the end of term 4 in any 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:

\[
\left( \frac{\text{Number of weeks of an Employee's Attendance}}{\text{Total number of term weeks at the College}} \right) \times \text{Non Attendance Time} - \text{Non Attendance Time weeks already taken}
\]

39.5 Annual Leave

39.5.1 Annual Leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

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

39.5.3 A Teacher must take an amount of annual leave during the Non-term weeks immediately following the end of term 1, 2, 3 and 4. The annual leave a Teacher is entitled to over the year, as stated in cl 39.5.2, will be taken in four equal instalments during the Non-term weeks following the end of term 1, 2, 3 and 4. The number of Non-term weeks may differ for individual Teachers, depending on work commitments and activities.

39.5.4 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the Non-term weeks and defer taking the equivalent period of annual leave to another time.

39.6 Notice of termination by the Employer

39.6.1 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 or part notice and part payment provided the total weeks’ notice and weeks’ payment instead equal seven.

39.6.2 Subject to cl.12 – Minimum Employment Period, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had six months’ continuous service but less than five years’ continuous service with the Employer, the Employer will give seven weeks’
notice in writing, wholly within the one school term or full payment in lieu or part notice and part payment provided the total weeks' notice and weeks' payment instead equal seven.

39.6.3 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 from parental leave. Instead of notice, the Employer may provide full payment in lieu or part notice and part payment provided the total weeks' notice and weeks' payment instead equal four.

39.6.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1C (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

39.6.5 The notice period in this clause does not apply where the actions of the Teacher, on balance, equate to serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period.

39.7 Notice of termination by the Teacher

39.7.1 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.

39.7.2 If a Teacher fails to give the notice specified in cl.12.4 or 39.7.1, 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.

39.8 Notebook Computers

39.8.1 A Teacher with a teaching load of 0.5 full time equivalent or greater will be provided with a portable electronic device, where required to use such a device to perform their work.

39.8.2 A Teacher may be required to undertake up to 20 hours of information technology professional development each year.

40 ASSISTANTS

40.1 Classifications and Salary

40.1.1 Schedule 2A sets out the classification structure for an Assistant.

40.1.2 Schedule 2B sets out the salary scale for an Assistant.

40.1.3 An Assistant may apply to the Employer for a re-classification of the Assistant's role, outlining reasons in support for re-classification. The Employer will consider the request and provide a response in writing to the Assistant within 30 days. Re-classification, if warranted, will take place from the first full pay period commencing after the date of the Employer's decision.

40.2 Duties

40.2.1 The Assistant must carry out all duties as delegated by the Employer and shall adhere to all reasonable and lawful directions. The Assistant must be punctual and undertake to act diligently using skill and care whilst performing duties.

40.2.2 The Assistant shall use all reasonable endeavours to promote the interests of the College and shall refrain from doing any act, matter or thing, which could create conflict between the interests of the Employee and the Employer.
40.2.3 The Assistant acknowledges that all information provided to the Employer such as information about qualifications, experience and expertise is accurate to the best of the employee's knowledge.

40.2.4 Attendance is required at all training sessions as required by the Employer from time to time either conducted or organised by the Employer.

40.3 Hours of work

The hours of work for a Full Time Assistant are 38 hours per week.

40.4 Time in lieu

An Assistant will be provided with time in lieu for all authorised work performed in excess of the ordinary or rostered hours. Time in lieu will be taken at the ordinary time rate, that is, an hour for each hour worked, and will be taken within the school year, unless otherwise agreed between the Assistant and the Employer.

40.5 Annual leave

40.5.1 Annual Leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

40.5.2 An Assistant is entitled to four weeks' annual leave, exclusive of public holidays, for every 12 months of continuous service on a pro rata and cumulative basis.

40.5.3 An Assistant who is employed to work only term weeks must take annual leave during non-term weeks.

40.5.4 The Employer may require an Assistant who is employed to work term weeks and non-term weeks to take annual leave during non-term weeks. Annual leave may be taken during term weeks at the discretion of the Principal.

40.6 Annual leave and non-term weeks

40.6.1 The Employer may employ an Assistant with an entitlement to four weeks' annual leave.

40.6.2 Alternatively, the Employer may employ an Assistant with an entitlement to leave without pay during some or all non-term weeks of the school year.

40.6.3 An Assistant employed prior to the commencement of this Agreement who has an entitlement to not work during non-term weeks, will maintain the employment arrangements as outlined in cl.40.6.3.1 unless there is mutual agreement to change to an employment arrangement under cl.40.6.1 or 40.6.2.

40.6.3.1 The employment arrangements of an Assistant employed pursuant to cl.40.6.3 are:

40.6.3.1.1 An Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment;

40.6.3.1.2 The salary table titled, 'In receipt of School Holidays', found in Schedule 2B takes into account the entitlement to not work during School Holidays;

40.6.3.1.3 An Assistant is entitled to public holidays that fall during School Holidays but they do not create any additional entitlements; and

40.6.3.1.4 An Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this sub-clause is as follows:
40.7 **Special leave**

40.7.1 An Assistant who is employed pursuant to cl 40.6.1 or cl 40.6.2 and has provided service for the full school year is entitled to one week's paid leave during the Christmas shutdown period, as designated by the Employer, provided they are an Employee at the commencement of the Christmas shutdown period. The entitlement will be pro rata for an Assistant who has provided service for part of the worked part of the school year.

40.7.2 The salary of an Assistant employed pursuant to cl 40.6.3 incorporates payment for all this week of special leave.

40.8 **Leave without pay during non-term weeks**

40.8.1 **Arrangements**

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

(i) the Employee’s contract of employment specifies the arrangement in writing;
(ii) such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
(iii) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
(iv) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be the rate of pay applicable to the work being performed.

40.8.2 **Calculating annual salary for an Assistant on leave without pay during non-term weeks**

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

(b) The adjusted annual salary for an Assistant is:

\[ A = \frac{C \times \text{working weeks} + 4 \text{ weeks annual leave}}{52.18} \]

Where:

A means the Assistant’s adjusted annual salary

C means the annual salary (as contained in Schedule 2B (4 weeks' annual leave option) for the Assistant's classification

Working weeks means the number of weeks that the Assistant is required to work

(c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

(d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.
40.9 Notice of termination by the Employer

40.9.1 Where the Employer wishes to terminate the employment of an Assistant, who has had six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu or part notice and part payment provided the total weeks' notice and weeks' payment instead equal four, will be provided to the Assistant. Where an Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

40.9.2 In addition to the period of notice specified in cl.40.9.1, an Assistant over 45 years of age at the time of being given notice, with not less than two years of continuous service, will be entitled to an additional week's notice.

40.9.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B that an Assistant would have received by working during the notice period if the Assistant's employment had not been terminated.

40.9.4 The notice period in cl.40.9.1 and 40.9.2 does not apply where the actions of the Assistant, on balance, equate to serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;

40.10 Notice of termination by the Assistant

40.10.1 An Assistant, who has had six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where an Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

40.10.2 If an Assistant fails to give the notice specified in cl.12.4 or 40.10.1, the Employer may withhold from any monies due to the Assistant on termination under this Agreement or the NES, an amount not exceeding the amount the Assistant 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 Assistant.

41 King Island Campus Employees

41.1 Hours of Work

41.1.1 The ordinary hours of work for a School Assistant employed on King Island shall be 38 hours per week or an average of 38 hours over a four week period during the school term.

41.1.2 A School Assistant employed on King Island is entitled to two full days free from work duties within a period of seven days.

41.1.3 Broken shifts may not be worked in any more than two separate periods. Each period may not be less than two hours in duration. No broken shifts shall be rostered with a break of less than two hours.

41.1.4 King Island Employees will be provided with a food allowance for each school term.
EXECUTED as an Agreement this day of 2016.

Signed for and on behalf of:

Ballarat and Clarendon College
ACN 006 101 113

______________________________
Principal

Address

Authority to Sign

In the presence of

______________________________
Witness

Ballarat and Clarendon College
Employee representative

______________________________
Name in Print

Address

Authority to Sign

Signature

In the presence of

______________________________
Witness
SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS & GRADUATE TEACHERS - PRE INITIAL VIT REGISTRATION)

1A.1 Teachers with Full and Provisional Registration

1A.1.1 A Teacher holding Full or Provisional Registration with the Victorian Institute of Teaching, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.3, progress to Level 12 in annual increments on 1 February of each School Year.

1A.1.2 A Teacher holding Full or Provisional registration with the Victorian Institute of Teaching, who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.3, progress to Level 12 in annual increments on 1 February of each School Year.

1A.1.3 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months’ service before progressing to the next level. This means that progression to a new level for a Teacher employed for 40 per cent or less will not take place until 1 February in the Teacher’s third school year.

1A.2 Permission to Teach Teachers

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1A.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.

1A.3 Graduate Teachers - Pre Initial VIT Registration

1A.3.1 A person will be employed as a Graduate Teacher - Pre Initial VIT Registration if they have:

- completed their university studies; and
- are eligible for registration with the VIT as a Teacher; and
- are in the process of applying for their initial registration with the VIT; and
- have not yet been granted Full or Provisional Registration or Permission to Teach.

1A.3.2 An Employee who is employed as a Graduate Teacher - Pre Initial VIT Registration will be required to lodge their initial VIT registration within 7 days of the commencement of their employment with Ballarat Clarendon College.

1A.3.3 For the avoidance of any doubt, an Employee will only be employed as and paid as a Graduate Teacher - Pre Initial VIT Registration while they are in the process of their initial registration with the VIT. Once the initial VIT registration has been granted, whether as Full, Provisional or Permission to Teach, the Employee will move to Teacher - Level 1. For the avoidance of any doubt: Time Employed as a Graduate Teacher - Pre Initial VIT Registration = 7 day period in which the Employee must lodge their initial VIT registration (per cl 1A.3.2) + VIT processing time required to achieve initial registration.
**SCHEDULE 1B – RATES OF PAY (TEACHERS & GRADUATE TEACHERS - PRE INITIAL VIT REGISTRATION)**

1B.1 Rates of Pay - Teachers

The rate of pay of a Full-time Teacher will be determined in accordance with Schedule 1A - Classification Structure (Teachers) and will not be less than prescribed by the following table from the first full pay period commencing on or after the date that the Agreement was made with the Employees, provided the Agreement is approved by FWC.

Subsequent increases will be as approved by the Board from time to time.

<table>
<thead>
<tr>
<th>Clarendon Level</th>
<th>Salary as at 1/09/2014</th>
<th>Salary as at 1/05/2016</th>
<th>Salary as at 1/09/2015</th>
<th>Salary as at 1/09/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>64,644.00</td>
<td>65,291.00</td>
<td>66,270.00</td>
<td>66,933.00</td>
</tr>
<tr>
<td>Level 2</td>
<td>66,646.00</td>
<td>67,313.00</td>
<td>68,322.00</td>
<td>69,006.00</td>
</tr>
<tr>
<td>Level 3</td>
<td>69,010.00</td>
<td>69,699.00</td>
<td>70,745.00</td>
<td>71,452.00</td>
</tr>
<tr>
<td>Level 4</td>
<td>71,371.00</td>
<td>72,085.00</td>
<td>73,166.00</td>
<td>73,898.00</td>
</tr>
<tr>
<td>Level 5</td>
<td>73,018.00</td>
<td>73,748.00</td>
<td>74,855.00</td>
<td>75,603.00</td>
</tr>
<tr>
<td>Level 6</td>
<td>75,360.00</td>
<td>76,114.00</td>
<td>77,255.00</td>
<td>78,028.00</td>
</tr>
<tr>
<td>Level 7</td>
<td>77,699.00</td>
<td>78,477.00</td>
<td>79,654.00</td>
<td>80,450.00</td>
</tr>
<tr>
<td>Level 8</td>
<td>80,040.00</td>
<td>80,841.00</td>
<td>82,053.00</td>
<td>82,874.00</td>
</tr>
<tr>
<td>Level 9</td>
<td>82,381.00</td>
<td>83,206.00</td>
<td>84,454.00</td>
<td>85,298.00</td>
</tr>
<tr>
<td>Level 10</td>
<td>85,552.00</td>
<td>86,408.00</td>
<td>87,704.00</td>
<td>88,581.00</td>
</tr>
<tr>
<td>Level 11</td>
<td>87,062.00</td>
<td>87,932.00</td>
<td>89,251.00</td>
<td>90,143.00</td>
</tr>
<tr>
<td>Level 12</td>
<td>94,810.00</td>
<td>95,758.00</td>
<td>97,195.00</td>
<td>98,167.00</td>
</tr>
</tbody>
</table>

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1B.2 Rates of Pay – Graduate Teachers - Pre Initial VIT Registration

The rate of pay of a Graduate Teacher (Pre Initial VIT Registration) will be determined in accordance with Schedule 1A -Classification Structure (Teachers & Graduate Teachers (Pre Initial VIT Registration)) and will not be less than prescribed by the following table from the first full pay period commencing on or after the date that the Agreement was made with the Employees, provided the Agreement is approved by FWC.

Subsequent increases will be as approved by the Board from time to time.

<table>
<thead>
<tr>
<th>Clarendon Level</th>
<th>Salary as at 1/09/2014</th>
<th>Salary as at 1/05/2015</th>
<th>Salary as at 1/09/2015</th>
<th>Salary as at 1/05/2016</th>
<th>Salary as at 1/09/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Graduate Teacher - Pre Initial VIT Registration</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>65,100</td>
</tr>
</tbody>
</table>

1B.3 Weekly Salary

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

1B.4 Annual Leave Loading

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

1B.5 Casual Rate of Pay

Casual Teachers will be paid at no less than the rates prescribed by the Award.
SCHEDULE 1C – POSITIONS OF RESPONSIBILITY RATES OF PAY (TEACHERS)

Teachers may be paid an additional allowance in relation to positions of responsibility. Positions of responsibility are independent of the Teacher classification structure described at Schedule 1A and Schedule 1B, and as such, are available irrespective of years of teaching experience.

<table>
<thead>
<tr>
<th>Level of Responsibility</th>
<th>Minimum annual allowance</th>
<th>Minimum annual allowance (effective on the date the EBA is approved by FWC)</th>
<th>Examples of roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>$900</td>
<td>$918</td>
<td>Subject leader</td>
</tr>
</tbody>
</table>
| Level 2                 | $1,500                   | $1,530                                                                   | School Musical Director  
School Musical Choreographer  
Physical Education/Sport Coordinator |
| Level 3                 | $2,100                   | $2,142                                                                   | Overseas Student Coordinator  
Middle School Learning Mentors  
Senior School House Teachers |
| Level 4                 | $3,100                   | $3,162                                                                   | VET/VASS Coordinator  
New Teacher Coordinator  
Curriculum leader |
| Level 5                 | $4,500                   | $4,590                                                                   | Head of Drama  
Head of Physics  
Head of Chemistry |
| Level 6                 | $6,000                   | $6,120                                                                   | CRO Support  
Assistant to Head of Middle School |
| Level 7                 | $8,250                   | $8,415                                                                   | Boarding House Tutor |
| Level 8                 | $10,000                  | $10,200                                                                  | Timetabling  
Director of ELC |
| Level 9                 | $12,000                  | $12,240                                                                  | Not currently assigned |
| Level 10                | $14,000                  | $14,280                                                                  | Not currently assigned |

1C.1 A responsibility allowance is linked to a level of responsibility rather than tied to an individual Teacher.

1C.2 The Principal will determine who is eligible for a responsibility allowance and the minimum annual remuneration for each level.

1C.3 If an Employee has a responsibility allowance that is not described in the table above then their responsibility allowance will increase by the same percentage as the responsibility allowances in the table in this Schedule 1C, at the date that the Fair Work Commission approves this Agreement.

1C.4 Where a function is shared, the payment of the responsibility allowance will also be shared.

1C.5 The Principal will provide written advice to a Teacher in receipt of a responsibility allowance of its tenure, the duties required and the remuneration to be paid.
SCHEDULE 2A – CLASSIFICATION STRUCTURE (ASSISTANTS)

2A.1 Classifying assistants

2A.1.1 Positions for School Assistants employed in libraries, information technology, laboratories and on audio-visual duties, and as teacher aides, and ELC Educators will be classified in accordance with the following criteria.

2A.1.2 With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.

2A.1.3 Upon engagement, the Employer will inform an Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1

2A.2.1 Positions

Positions for which qualifications are not required:
• teacher aide
• library assistant
• laboratory assistant
• audio visual assistant

2A.2.2 Characteristics

It is characteristic of this classification that the Assistant may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

2A.2.3 Typical duties

The duties of positions at this level may include some or all of the following:

2A.2.3(a) Library assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:
• processing books (marking, covering, repairing and shelving)
• sorting catalogue cards
• accessioning
• recording library statistics
• participation in stocktaking
• assisting in preparing display and graphic material
• assisting with circulation systems
• following up overdue loans
• general typing and photocopying
2A.2.2(b) Audio-visual assistant

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

2A.2.3(c) Laboratory assistant

Routine tasks including:
- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

2A.2.3(d) Teacher aide

Provision of general assistance of a supportive nature for teaching staff as directed including:
- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities e.g. pupil records, collections etc.
- collect and distribute stock and equipment
- assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.3 Grade 1A

2A.3.1 Characteristics

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study.

2A.3.2 Positions

- library technician-in-training
- laboratory technician-in-training
- audio-visual technician-in-training
- IT technician-in-training
- ELC Educator-in-training

2A.4 Grade 2

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual technician
• ELC Educator with an approved Certificate III qualification

2A.4.2 Characteristics

It is characteristic of this classification that the Assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

2A.4.3 Typical duties

In addition to some or all Grade 1 duties, the duties of positions at this level may include some or all of the following:

2A.4.3(a) Library technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:
• assisting teachers and students to use the catalogue and/or locate books and resource material
• explaining the function and use of the library and library equipment to students
• under direction, assist teaching staff to take story groups
• searching and identifying fairly complex bibliographic material
• simple copy cataloguing
• filing catalogue cards
• organising inter-library loans
• answering ready-reference enquiries
• supervising dispatch and recovery of damaged books to/from commercial binders

2A.4.3(b) Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:
• operating and maintaining a wide range of equipment
• demonstrating and explaining the operation of equipment
• providing general technical support for teaching staff
• reproducing materials by means of sound and photographic equipment, etc
• evaluating and making recommendations for purchase

2A.4.3(c) Laboratory technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:
• manufacturing and servicing equipment
• implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
• culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
• ordering supplies and materials
2A.4.4(d) ELC Educator

Provision of general assistance of a supportive nature for ELC teaching staff as directed including:
- assist with the collection, preparation and distribution of teaching aids and materials
- assist with the supervision of children participating in ELC programs, including their safety and security
- assist with clerical duties associated with normal classroom activities eg. pupil records, sign in/out protocols etc
- assist teachers with care of children on excursions and other out of classroom activities.

2A.5 Grade 3

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of a tertiary qualification but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.5.1 Positions
- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual co-ordinator
- information technology officer
- ELC Educator with an approved Diploma qualification or higher qualification

2A.5.2 Characteristics

It is an essential characteristic of an Assistant at this classification level that such Assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a Assistant classified as an Assistant Grade 1 or 2.

2A.5.3 Typical duties

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

2A.5.3(a) Senior library technician/librarian

Performing responsible tasks associated with the efficient operation of a library such as:
- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
• arranging in-service training of para-professional and unqualified staff where appropriate
• in-charge of an identifiable functional unit (e.g. audio-visual)
• selection and ordering of periodicals
• liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

2A.5.3(b) Senior audio-visual technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:
• production of resource material, e.g. multi media kits, video and film clips
• demonstrating skills to teachers and individual students
• maintaining security of equipment and materials
• budgeting
• liaison with heads of department on curriculum
• organising resources material
• developing borrowing strategies

2A.5.3(c) Senior laboratory technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:
• provision of technical assistance and advice as requested
• assist in the planning and organisation of laboratories and field work
• testing of experiments
• demonstrating experiments (with teaching staff)
• responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

2A.5.3(d) Information Technology Officer

Under general direction, undertake substantial responsibility associated with the efficient operation of information technology services including some duties specified for lower level positions and in addition some or all of the following:
• provision of technical assistance and advice to staff, parents and students on the use of software and hardware
• diagnosis and repair of computing hardware, software and/or networking infrastructure
• assistance with the installation and maintenance of computing hardware and/or software
• provision of programming, network and/or database maintenance services
• processing of warranties and insurance claims and other relevant documentation

12A.6 Grade 4

Characteristics and duties as for Grade 3, but must be directly supervising Employees
SCHEDULE 2B – RATES OF PAY (ASSISTANTS)

2B.1 Annual Salary

2B.1.1 A full time Assistant entitled to four weeks’ annual leave pursuant to cl 40.6.1 will be paid not less than the relevant salary specified for the Assistant’s classification and experience level in accordance with Schedule 2A - Classification Structure (Assistants) and will not be less than prescribed by the following table from the first full pay period commencing on or after the date that the Agreement was made with the Employees, provided the Agreement is approved by the FWC.

Subsequent increases will be as approved by the Board from time to time.

2B.1.2 A full time Assistant in receipt of School Holidays pursuant to cl 40.6.3 will be paid not less than the relevant salary specified for the Assistant’s classification and experience level in accordance with Schedule 2A – Classification structure (Assistants) and will not be less than prescribed by the following table from the first full pay period commencing on or after the date that the Agreement was made with the Employees, provided the Agreement is approved by the FWC.

Subsequent increases will be as approved by the Board from time to time.

<table>
<thead>
<tr>
<th>Entitled to four weeks annual leave</th>
<th>Salary as at 1/09/2014</th>
<th>Salary as at 1/09/2015</th>
<th>Salary as at 1/09/2016</th>
<th>Salary as at 1/09/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Grade 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>38,533.00</td>
<td>38,918.00</td>
<td>39,502.00</td>
<td>39,857.00</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>39,312.00</td>
<td>39,705.00</td>
<td>40,301.00</td>
<td>40,704.00</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>40,177.00</td>
<td>40,579.00</td>
<td>41,188.00</td>
<td>41,600.00</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>41,181.00</td>
<td>41,593.00</td>
<td>42,217.00</td>
<td>42,639.00</td>
</tr>
<tr>
<td>In fifth year and thereafter</td>
<td>42,253.00</td>
<td>42,676.00</td>
<td>43,316.00</td>
<td>43,749.00</td>
</tr>
<tr>
<td><strong>Grade 1A</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>43,413.00</td>
<td>43,847.00</td>
<td>44,505.00</td>
<td>44,950.00</td>
</tr>
<tr>
<td>In second year and thereafter</td>
<td>44,351.00</td>
<td>44,795.00</td>
<td>45,467.00</td>
<td>45,922.00</td>
</tr>
<tr>
<td><strong>Grade 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>44,351.00</td>
<td>44,795.00</td>
<td>45,467.00</td>
<td>45,922.00</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>45,397.00</td>
<td>45,851.00</td>
<td>46,539.00</td>
<td>47,004.00</td>
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<tr>
<td>In third year of experience</td>
<td>46,446.00</td>
<td>46,910.00</td>
<td>47,614.00</td>
<td>48,090.00</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>47,494.00</td>
<td>47,969.00</td>
<td>48,689.00</td>
<td>49,176.00</td>
</tr>
<tr>
<td>In fifth year of experience</td>
<td>48,544.00</td>
<td>49,029.00</td>
<td>49,764.00</td>
<td>50,262.00</td>
</tr>
<tr>
<td>In sixth year and thereafter</td>
<td>49,589.00</td>
<td>50,085.00</td>
<td>50,836.00</td>
<td>51,344.00</td>
</tr>
<tr>
<td><strong>Grade 3</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>49,589.00</td>
<td>50,085.00</td>
<td>50,836.00</td>
<td>51,344.00</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>50,846.00</td>
<td>51,354.00</td>
<td>52,124.00</td>
<td>52,645.00</td>
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<tr>
<td>In third year of experience</td>
<td>52,119.00</td>
<td>52,640.00</td>
<td>53,430.00</td>
<td>53,964.00</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>53,403.00</td>
<td>53,937.00</td>
<td>54,746.00</td>
<td>55,293.00</td>
</tr>
<tr>
<td>In fifth year of experience</td>
<td>54,703.00</td>
<td>55,250.00</td>
<td>56,079.00</td>
<td>56,640.00</td>
</tr>
<tr>
<td>In sixth year and thereafter</td>
<td>56,001.00</td>
<td>56,561.00</td>
<td>57,409.00</td>
<td>57,983.00</td>
</tr>
<tr>
<td><strong>Grade 4</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In first year of experience</td>
<td>53,403.00</td>
<td>53,937.00</td>
<td>54,746.00</td>
<td>55,293.00</td>
</tr>
<tr>
<td>In second year of experience</td>
<td>54,703.00</td>
<td>55,250.00</td>
<td>56,079.00</td>
<td>56,640.00</td>
</tr>
<tr>
<td>In third year of experience</td>
<td>56,001.00</td>
<td>56,561.00</td>
<td>57,409.00</td>
<td>57,983.00</td>
</tr>
<tr>
<td>In fourth year of experience</td>
<td>57,304.00</td>
<td>57,877.00</td>
<td>58,745.00</td>
<td>59,332.00</td>
</tr>
<tr>
<td>In fifth year of experience</td>
<td>58,601.00</td>
<td>59,187.00</td>
<td>60,075.00</td>
<td>60,676.00</td>
</tr>
<tr>
<td>In sixth year and thereafter</td>
<td>59,900.00</td>
<td>60,499.00</td>
<td>61,406.00</td>
<td>62,020.00</td>
</tr>
</tbody>
</table>

| Grade 1 | $ | $ | $ | $ |
| In first year of experience | 35,570.00 | 35,926.00 | 36,465.00 | 36,830.00 | 37,198.00 |
| In second year of experience | 36,287.00 | 36,650.00 | 37,200.00 | 37,572.00 | 37,948.00 |
| In third year of experience | 37,349.00 | 37,722.00 | 38,288.00 | 38,671.00 | 39,058.00 |
| In fourth year of experience | 38,275.00 | 38,658.00 | 39,238.00 | 39,630.00 | 40,026.00 |
| In fifth year and thereafter | 39,266.00 | 39,659.00 | 40,254.00 | 40,657.00 | 41,064.00 |

| Grade 1A | $ | $ | $ | $ |
| In first year of experience | 40,338.00 | 40,741.00 | 41,352.00 | 41,766.00 | 42,184.00 |
| In second year and thereafter | 41,204.00 | 41,616.00 | 42,240.00 | 42,662.00 | 43,089.00 |

| Grade 2 | $ | $ | $ | $ |
| In first year of experience | 41,204.00 | 41,616.00 | 42,240.00 | 42,662.00 | 43,089.00 |
| In second year of experience | 42,169.00 | 42,591.00 | 43,230.00 | 43,662.00 | 44,099.00 |
| In third year of experience | 43,136.00 | 43,567.00 | 44,221.00 | 44,663.00 | 45,110.00 |
| In fourth year of experience | 44,104.00 | 44,545.00 | 45,213.00 | 45,665.00 | 46,122.00 |
| In fifth year of experience | 45,072.00 | 45,523.00 | 46,206.00 | 46,668.00 | 47,135.00 |
| In sixth year and thereafter | 46,039.00 | 46,499.00 | 47,196.00 | 47,668.00 | 48,145.00 |

| Grade 3 | $ | $ | $ | $ |
| In first year of experience | 46,039.00 | 46,499.00 | 47,196.00 | 47,668.00 | 48,145.00 |
| In second year of experience | 47,201.00 | 47,673.00 | 48,388.00 | 48,872.00 | 49,361.00 |
| In third year of experience | 48,373.00 | 48,857.00 | 49,590.00 | 50,086.00 | 50,587.00 |
| In fourth year of experience | 49,547.00 | 50,042.00 | 50,793.00 | 51,301.00 | 51,814.00 |
| In fifth year of experience | 50,723.00 | 51,230.00 | 51,998.00 | 52,518.00 | 53,043.00 |
| In sixth year and thereafter | 51,907.00 | 52,426.00 | 53,212.00 | 53,744.00 | 54,281.00 |

| Grade 4 | $ | $ | $ | $ |
| In first year of experience | 49,547.00 | 50,042.00 | 50,793.00 | 51,301.00 | 51,814.00 |
| In second year of experience | 50,723.00 | 51,230.00 | 51,998.00 | 52,518.00 | 53,043.00 |
| In third year of experience | 51,907.00 | 52,426.00 | 53,212.00 | 53,744.00 | 54,281.00 |
| In fourth year of experience | 53,103.00 | 53,634.00 | 54,439.00 | 54,983.00 | 55,533.00 |
| In fifth year of experience | 54,303.00 | 54,846.00 | 55,669.00 | 56,226.00 | 56,788.00 |
| In sixth year and thereafter | 55,497.00 | 56,052.00 | 56,893.00 | 57,462.00 | 58,037.00 |

2B.1.3 An Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

2B.1.4 An Assistant who is promoted from one Grade to another will not be required to take a salary decrease as a result of the promotion.

2B.1.5 An ELC Educator who moves from Grade 2 to Grade 3 will retain recognition of their years of experience. For example if an Employee were graded at Grade 2 in their 4th year of experience, they would become Grade 3 in their 4th
year of experience when they achieved a Diploma qualification or higher qualification.

2B.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.18

2B.3 Part Time Salary

A Part Time Assistant will be paid pro rata of the salary that the Assistant would be entitled to receive if employed as a Full Time Assistant. The pro rata weekly salary is calculated using the following formula:

\[
\text{Total hours employed per week} \times \frac{\text{appropriate full-time weekly salary}}{38}
\]

2B.4 Incremental advancement

2B.4.1 Advancement to the next increment within the appropriate Grade will take place annually on 1 February of each School Year. An Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement. This means that progression to a new level for an Assistant employed for 50 per cent or less will not take place until 1 February in the Assistant's third school year.

2B.4.2 Service for the purposes of this clause will include all service in any other school at the grade to which the Assistant is appointed.

2B.5 Casual Rate of Pay

2B.5.1 A Casual Assistant will be paid an hourly rate of pay calculated as follows:

\[
\text{Weekly Salary in Schedule 2B} \times 1.25
\]

2B.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2B.6 Junior Salary

A junior Assistant is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 2A of this Agreement.

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage of full-time rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years</td>
<td>50</td>
</tr>
<tr>
<td>At 17 years</td>
<td>60</td>
</tr>
<tr>
<td>At 18 years</td>
<td>70</td>
</tr>
<tr>
<td>At 19 years</td>
<td>80</td>
</tr>
<tr>
<td>At 20 years</td>
<td>90</td>
</tr>
</tbody>
</table>
Ballarat & Clarendon College Enterprise Agreement 2016 – 2020

Declaration

This Agreement is made at Ballarat, VICTORIA on this

15 December 2016

Signed for and on behalf of:
Ballarat Clarendon College

[Signature]
Mr David Shepherd, Principal
1425 Sturt Street, Ballarat 3350

In the presence of

[Signature]
Ms Meleessa Elliott, Company Secretary
1425 Sturt Street, Ballarat 3350

On behalf of the employees of Ballarat & Clarendon College Enterprise Agreement 21016-2020

[Signature]
Mr Andrew James
Staff Bargaining Representative
14 Darriwell Drive
Mount Helen  VIC  3350

In the presence of

[Signature]
Mrs Teresa Grove
PO Box 39N
Ballarat North  VIC  3350