[2018] FWCA 2543

DEcision

Fair Work Act 2009
s.185—Enterprise agreement

Mount Scopus Memorial College Limited T/A Mount Scopus Memorial College
(AG2017/6675)

MOUNT SCOPUS MEMORIAL COLLEGE AND GANDEL BESEN HOUSE ADMINISTRATIVE SUPPORT STAFF AGREEMENT 2017

Educational services

COMMISSIONER MCKINNON MELBOURNE, 7 MAY 2018

Application for approval of the Mount Scopus Memorial College and Gandel Besen House Administrative Support Staff Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the Mount Scopus Memorial College and Gandel Besen House Administrative Support Staff Agreement 2017 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Mount Scopus Memorial College Limited T/A Mount Scopus Memorial College. The Agreement is a single enterprise agreement.

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

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

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

[5] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 May 2018. The nominal expiry date of the Agreement is 6 May 2022.
Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2017/6675

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Howard Kindler, Human Resource Manager for Mount Scopus Memorial College and Gandel Besen House give the following undertakings with respect to the Mount Scopus Memorial and Gandel Besen House Administrative Support Staff Agreement 2017 ("the Agreement”):

1. I have the authority given to me by Mount Scopus Memorial College and Gandel Besen House to provide this undertaking in relation to the application before the Fair Work Commission.

2. That the nominal expiry date in cl.3.2 of the Agreement shall be four years from the approval date.

3. That cl.27.6 of the Agreement shall not apply.

4. That where employment ends and the employee has any time off in lieu accrued under Sch.4B.7(b) of the Agreement, the employee will be paid overtime at the rates prescribed by Sch.4B.7(a) of the Agreement.

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

30/04/2018

Date
PART 1   APPLICATION AND OPERATION OF AGREEMENT

1  TITLE

This Agreement is to be known as the Mount Scopus Memorial College and Gandel Besen House Administrative Support Staff Agreement 2017 (the Agreement) and is and is a single enterprise agreement made pursuant to s.172 (2) of the Fair Work Act 2009 (Cth.) (the Act).

2  ARRANGEMENT

This Agreement is arranged as follows.

<table>
<thead>
<tr>
<th>Part Title</th>
<th>Part Number</th>
<th>Clause Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application and Operation of Agreement</td>
<td>1</td>
<td>1 - 8</td>
</tr>
<tr>
<td>Consultation and Dispute Resolution</td>
<td>2</td>
<td>9 - 11</td>
</tr>
<tr>
<td>Types of Employment and Related Matters</td>
<td>3</td>
<td>10 - 37</td>
</tr>
<tr>
<td>Conditions of Employment for Clerical Employees</td>
<td>4</td>
<td>38 - 45</td>
</tr>
<tr>
<td>Conditions of Employment for Grounds &amp; Maintenance Employees</td>
<td>4</td>
<td>38 - 45</td>
</tr>
<tr>
<td>Accident Make-Up and Workers' Compensation Payments</td>
<td>3</td>
<td>25</td>
</tr>
<tr>
<td>Additional Leave - Clerical Employees</td>
<td>4</td>
<td>41</td>
</tr>
<tr>
<td>Additional Leave - Grounds and Maintenance Employees</td>
<td>4</td>
<td>41</td>
</tr>
<tr>
<td>Advertising of Positions</td>
<td>3</td>
<td>36</td>
</tr>
<tr>
<td>Annual Leave - Clerical Employees</td>
<td>4</td>
<td>40</td>
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<tr>
<td>Annual Leave - Grounds &amp; Maintenance Employees</td>
<td>4</td>
<td>40</td>
</tr>
<tr>
<td>Annual Leave Loading</td>
<td>3</td>
<td>28</td>
</tr>
<tr>
<td>Arrangement</td>
<td>1</td>
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</tr>
<tr>
<td>Breakage and Loss</td>
<td>3</td>
<td>30</td>
</tr>
<tr>
<td>Classifications and Salaries - Clerical Employees</td>
<td>4</td>
<td>38</td>
</tr>
<tr>
<td>Classifications and Salaries - Grounds &amp; Maintenance Employees</td>
<td>4</td>
<td>38</td>
</tr>
<tr>
<td>Commencement Date and Period of Operation</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Compassionate Leave</td>
<td>3</td>
<td>19</td>
</tr>
<tr>
<td>Consultation Regarding Major Workplace Change</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>Consultative Committee</td>
<td>4</td>
<td>45</td>
</tr>
<tr>
<td>Coverage</td>
<td>1</td>
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<td>Definitions</td>
<td>1</td>
<td>8</td>
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<td>Dispute Resolution Procedure</td>
<td>2</td>
<td>11</td>
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<td>Examination Leave</td>
<td>3</td>
<td>33</td>
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<tr>
<td>Family Domestic Violence Leave</td>
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<td>44</td>
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<tr>
<td>Hours of Work - Clerical Employees</td>
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<tr>
<td>Hours of Work - Grounds &amp; Maintenance Employees</td>
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<td>Infectious Diseases Leave</td>
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<tr>
<td>Schedule Title</td>
<td>Schedule Number</td>
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<td><strong>Clerical Employees</strong></td>
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<td>Classification Structure (Clerical Employees)</td>
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<tr>
<td>Salaries (Clerical Employees)</td>
<td>4B</td>
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<tr>
<td>Additional Hours</td>
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<tr>
<td>Overtime</td>
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<tr>
<td><strong>Grounds &amp; Maintenance Employees</strong></td>
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</tr>
<tr>
<td>Classification Structure (Grounds &amp; Maintenance Employees)</td>
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<td></td>
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<tr>
<td>Salaries (Grounds &amp; Maintenance Employees)</td>
<td>4D</td>
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</tr>
<tr>
<td>Additional Hours</td>
<td>4B</td>
<td></td>
</tr>
<tr>
<td>Overtime</td>
<td>4B</td>
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</table>
3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where the Agreement passes the Better off Overall Test, the Agreement will be operative seven days after being approved by the Fair Work Commission (FWC) in accordance with s.54 of the Act.

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

4 COVERAGE

4.1 This Agreement binds:
   i. the Employer;
   ii. Clerical Employees.
   iii Sportsground Maintenance and Venue Presentation Employees

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

5 RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of any another industrial instrument, including but not limited to the Educational Services (Schools) General Staff Award 2010 (the Award), which would otherwise apply to an Employee covered by this Agreement.

6 NO EXTRA CLAIMS

The Employer and Employees agree that the salary increase and other improvement in conditions of employment provided 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 set out in cl.3.2 hereof.

7 NATIONAL EMPLOYMENT STANDARDS

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

8 DEFINITIONS

<table>
<thead>
<tr>
<th>Act</th>
<th>means the Fair Work Act 2009 (Cth) or its successor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award</td>
<td>means the Educational Services (Schools) General Staff Award 2010 or its successor(s)</td>
</tr>
<tr>
<td>Calendar Year</td>
<td>means the period commencing on 1 January each year and concluding on 31 December</td>
</tr>
<tr>
<td>Casual Employee</td>
<td>means an Employee employed pursuant to cl.12 of this Agreement</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
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</tr>
<tr>
<td>Clerical Employee</td>
<td>means a person who is employed wholly or principally in clerical work and/or administrative work, excluding • a Business Manager or Bursar (by whatever name called), • a Human Resource Manager, • a person who has delegated authority to act for the Employer from time to time in the recruitment and termination of employees of the School, and • an employee with accounting responsibilities who is eligible for membership of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants, the Association of Taxation and Management Accountants or the National Institute of Accountants</td>
</tr>
<tr>
<td>College</td>
<td>means Mount Scopus Memorial College [ACN 007 240 146]</td>
</tr>
<tr>
<td>Continuous Service</td>
<td>means, for the purpose of redundancy only, all service for which paid leave is applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer's leave and bereavement leave) non term time, long service leave, examination leave, qualification conferral leave and leave during which accident make up pay payments are being received by the Employee. Periods of unpaid leave are not included, except at the discretion of the employer</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>means Mount Scopus Memorial College [ACN 007 240 146] and Gandel Besen House ABN 56 007 240 137 deemed a single employer.</td>
</tr>
<tr>
<td>Fixed Term Employee</td>
<td>means an Employee employed pursuant to cl.12 of this Agreement.</td>
</tr>
<tr>
<td>Full Time Employee</td>
<td>means an Employee employed pursuant to cl.12 of this Agreement.</td>
</tr>
<tr>
<td>FWC</td>
<td>means the Fair Work Commission or its successor(s)</td>
</tr>
<tr>
<td>Immediate Family</td>
<td>means • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee (whether the Employee and the person are of the same or different sexes); and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</td>
</tr>
<tr>
<td>LSL Act</td>
<td>means the Long Service Leave Act 1992 (Vic) or its successor(s)</td>
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MSMC & GBH Administrative Support Staff Agreement 2017

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>NES</td>
<td>means the National Employment Standards as contained in Part 2-2 of the Act</td>
</tr>
<tr>
<td>Part Time Employee</td>
<td>means an Employee employed pursuant to clause 12 of this Agreement</td>
</tr>
<tr>
<td>Principal</td>
<td>means Principal of Mount Scopus Memorial College or his or her nominee</td>
</tr>
<tr>
<td>Registered Health Practitioner</td>
<td>means a person registered under the Health Practitioners Regulation National Law (Victoria) Act 2009 (Vic)</td>
</tr>
<tr>
<td>Registered Medical Practitioner</td>
<td>means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia.</td>
</tr>
<tr>
<td>School</td>
<td>means Mount Scopus Memorial College [ACN 007 240 146]</td>
</tr>
<tr>
<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 as deemed by the school.</td>
</tr>
<tr>
<td>WIRC Act</td>
<td>This means the Workplace Injury Rehabilitation Compensation Act 2013 (Vic) or its successor(s)</td>
</tr>
</tbody>
</table>

PART 2 CONSULTATION AND DISPUTE RESOLUTION

9 AGREEMENT FLEXIBILITY

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

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

(i) arrangements about when work is performed;
(ii) allowances;
(iii) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);

(c) the arrangement is genuinely agreed to by the Employer and Employee.

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

(a) are about permitted matters under s.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.

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

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

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

10 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

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

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

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

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

10.5 As soon as practicable after making its decision, the Employer must:
(a) discuss with the relevant Employees:
(i) the introduction of the change; and
(ii) the effect the change is likely to have on the Employees; and
(iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
(b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
(i) all relevant information about the change including the nature of the change proposed; and
(ii) information about the expected effects of the change on the Employees; and
(iii) any other matters likely to affect the Employees.

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

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

10.8 If a clause in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 10.2, 10.3 and 10.5 are taken not to apply.

10.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:
(a) the termination of the employment of employees; or
(b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain Employees; or
(f) the need to relocate Employees to another workplace; or
(g) the restructuring of jobs.

10.10 In this clause, relevant Employees mean the Employees who may be affected by the major change.

11 DISPUTE RESOLUTION PROCEDURE

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 the FWC.
11.5 The FWC may deal with the dispute in two stages:
(a) the FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
(b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
(i) arbitrate the dispute; and
(ii) make a determination that is binding on the parties.

11.6 While the parties are trying to resolve the dispute using the procedures in this clause:
(a) The parties must continue to perform work as they would have performed work prior to the dispute arising unless either party has a reasonable concern about an imminent risk to health or safety;
(b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
(i) the work is not safe; or
(ii) the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
(iii) the work is not appropriate for the Employee to perform; or
(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

PART 3 TYPES OF EMPLOYMENT AND RELATED MATTERS

12 MODES OF EMPLOYMENT

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

12.1 Full Time Employees

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

12.2 Part Time Employee

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

12.2.2 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. For a Part Time employee, the Employer will set out in writing the duties within a Job Description and number of hours required to be undertaken.
12.2.3 A Part Time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full Time Employee and is entitled to all entitlements on a pro rata basis on the specified hours of work.

12.3 Fixed Term Employee

12.3.1 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:
- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation;

12.3.2 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.

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

- the reason for the fixed nature of the employment;
- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Employee being replaced.

12.3.4 Subject to clause 13, 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 in clause 42.

12.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment)
- redundancy.

12.4 Casual Employee

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

12.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 4B or 4D. This rate of pay includes a loading in lieu of paid leave entitlements.
12.4.3 A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- leave loading
- paid parental leave
- paid personal leave
- paid compassionate leave
- accident make-up pay
- staff tuition fee discount
- paid family domestic violence leave

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

12.4.5 An Employer must not employ a Casual Employee, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 35 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.

13 MINIMUM EMPLOYMENT PERIOD

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

13.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee’s employment, the Employer does not need to provide the relevant notice of termination in clause 42 and does not need to comply with any due process or performance management policies or procedures in place from time to time.

13.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee’s employment commencing, the Employee is entitled to two (2) week’s notice or payment in lieu of notice.

13.4 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 13.3 above.

14 LETTER OF APPOINTMENT

An Employee, upon engagement shall be issued with a letter of appointment.
15 REMUNERATION PACKAGING

15.1 The College facilitates the packaging of salary and benefits to an Employee via an external provider as agreed to from time to time by the College and the Staff Association.

15.2 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.

15.3 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.

16 SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to 9.5 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation as it varies from time to time, 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 Mount Scopus Memorial College Retirement Plan (Mount Scopus Plan) in the Mercer Super Trust. Where the College changes the employer fund specified above, the Employer will notify Employees in accordance with the legislations and regulations.

17 PAYMENT ARRANGEMENTS

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

18 PERSONAL LEAVE

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

18.2 An Employee other than a casual Employee is entitled to a paid personal/carer’s leave entitlement, which includes both sick and carer’s leave.

18.3 Entitlement

18.3.1 For a Full Time Employee, the personal/carer’s leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal/carer’s leave on a pro rata basis based on specified hours in clause 39.

18.3.2 Paid personal leave is taken by the Employee because of a personal illness or injury.
18.3.3 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.

18.3.4 Where the Employee has exhausted the paid personal/carer’s 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.

18.3.5 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.

18.3.6 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.

18.3.7 An Employee is entitled to personal leave provided that:
• the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
• the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
• the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

18.3.8 An Employee is entitled to carer’s leave provided that:
the employee produces, if required by the School, a medical certificate from a registered health practitioner or statutory declaration to the Employer stating the illness of person concerned and that the illness is such as to require care by another.

19 COMPASSIONATE LEAVE

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

19.2 Entitlement

19.2.1 An Employee may take three (3) days’ paid leave per occasion when a member of the Employee’s Immediate Family or household dies or when the Employee’s Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
19.2.2 In addition to the entitlement in 19.2.1, an Employee is entitled to use up to two (2) days of the Employee’s accrued personal leave entitlement on each occasion when a member of the Employee’s immediate family or household dies. The exclusion to this entitlement is in the case of the death of a Grandparent. In this case, the provisions in 19.2.1 shall apply.

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

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

20 INFECTIOUS DISEASES LEAVE

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

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

20.2 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.

21 PUBLIC HOLIDAYS

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

- New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen’s Birthday and Labour Day; and
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
21.2 In the event that an Employee is required to work on Labour Day, Queen's Birthday and Melbourne Cup Day, the College will substitute another day (usually a Jewish holyday) for each of these days worked;

Subject to approval by the College, an Employee may take any public holidays on which the College is open as part of their annual leave.

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

22 PARENTAL LEAVE

22.1 Parental leave is in accordance with the NES except where this Agreement provides for ancillary or supplementary terms.

22.2 Right to Request

22.2.1 Subject to cl.22.2.2, an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

22.2.2 An application pursuant to cl.22.2.1 must be made as soon as possible to enable the College to attempt to accommodate the request. Ideally, the College is seeking ten weeks' notice of the desire to return in a part-time capacity.

22.2.3 The Employer shall consider any request made pursuant to cl.22.2.1 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

22.2.4 An Employee's request and the Employer's decision made pursuant to this section must be recorded in writing.

22.3 Paid Parental Leave

22.3.1 Where an Employee is granted unpaid parental leave in accordance with the NES and clause 22 – Parental Leave of this Agreement to be the primary caregiver of a child, the Employee is entitled to paid parental leave of 14 weeks at the Employee’s ordinary rate of pay.

22.3.2 Where an Employee is granted concurrent leave in accordance with the NES and clause 22 – Parental Leave of this Agreement, the Employee is entitled to payment for up to 7 days at their ordinary rate of pay provided the leave is taken within three (3) months of the birth or adoption of the child. The leave may be taken in one period only.
22.3.3 During the period of time that an Employee is in receipt of paid parental leave, the Employee is entitled to accrue annual leave, as defined by the Act, personal leave in accordance with Clause 18 – Personal Leave of this Agreement and Long Service Leave.

22.3.4 An Employee must have a minimum of 12 months’ continuous service, if returning from parental leave, before being eligible for a further period of paid parental leave. Where an Employee has less than 12 months’ continuous service with the Employer following a period of parental leave, the Employee may make an application for paid parental leave, citing reasons in support of the paid leave. The granting of such paid leave in these circumstances will be at the total discretion of the Employer.

22.4 Where the Employer employs both parents of the child, only one parent will be entitled to receive paid leave pursuant to cl.22.3.1.

23 LONG SERVICE LEAVE

23.1.1 An Employee is entitled to long service leave. The NES specifies the entitlement, except where this agreement provides for ancillary terms. An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks’ long service leave for each additional five years of continuous employment with the Employer.

23.2 Long service leave may first be taken on a pro rata basis on completion of seven years of continuous employment with the Employer.

23.3 Accrued long service leave will be paid in lieu where an Employee’s employment is terminated after seven years of continuous employment.

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

23.5 An Employee, 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.

23.6 An Employee who resigns but returns to the College within a period of five years will be entitled to restoration of any unpaid long service leave entitlements or any period of service accrued for long service leave purposes at the time of resignation.

23.7 An Employee should discuss with the Employer their intention to take long service leave as far in advance of taking the leave as is practicable.

23.8 An Employee can apply to cancel or defer a previously approved request for long service leave. The College will judge each case on its merits, however in the event that the College has engaged a replacement person, it may not be possible to grant such requests.
23.9 Illness on Long Service Leave

23.9.1 Subject to the requirements of cl.23.9.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer’s leave, is entitled to have the period of illness or injury treated as personal/carer’s leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer’s choice, provided the practitioner is reasonably accessible to the Employee.

23.9.2 The Employee’s application under cl.23.9.1:
   i. must be received by the Employer during the period of illness or injury;
   ii. must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
   iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee’s accrued long service leave entitlement.

23.10 Taking of Long Service Leave

23.10.1 Employees with less than 10 years of continuous employment with the College as at 1 January 2018 must take long service leave within three (3) years of reaching 10 years of continuous employment unless otherwise agreed with the Principal;

23.10.2 Upon each subsequent period of 10 years continuous employment, the Employee must take long service leave within three (3) years of completing each subsequent period of continuous employment unless otherwise agreed with the Principal;

23.10.3 Where the Employee does not take long service leave in accordance with 23.10.1 or 23.10.2, the College may direct the Employee to take long service leave;

23.10.4 Where the Employee requests to take long service leave in accordance with 23.10.1 or 23.10.2 or where the College directs the Employee to take long service leave in accordance with 23.10.3 a minimum of six month’s notice is required.

23.10.5 Employees with 10 or more years of continuous employment with the College as at 1 January 2018, with an outstanding accrued long service leave entitlement of between 13 and 26 weeks, must take not less than one full school term long service leave by 1 October 2020 unless otherwise agreed with the Principal;

23.10.6 Employees with 10 or more years of continuous employment with the College as at 1 January 2018, with an outstanding accrued long service leave entitlement greater than 26 weeks, must take not less than one school term of long service leave by 1 October 2020 unless otherwise agreed with the Principal;
23.10.7 Upon each subsequent period of ten (10) years of continuous employment, the Employee must take long service leave within three (3) years of completing each subsequent 10 year period of continuous employment unless otherwise agreed with the Principal;

23.10.8 Where the Employee does not take long service leave in accordance with 23.10.5, 23.10.6 or 23.10.7 the College may direct the Employee to take long service leave;

23.10.9 Where the Employee requests to take long service leave in accordance with 23.10.5, 23.10.6 or 23.10.7 or where the College directs the Employee to take long service leave in accordance with 23.10.8, a minimum of six month's notice is required.

24 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 annual leave, personal/carer's leave and long service leave entitlements do not accrue during any period of leave without pay granted under this clause.

25 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

25.1 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.

25.2 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:
(a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
   i. annual leave; or
   ii. paid personal/carer’s leave

26 WITHOLDING OF MONIES

26.1 Subject to cl.26.2 in the event that an Employee does not provide the full notice required by clause 42, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

26.2 Clause 26.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Act.
26.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:
   i. unpaid salary or wages to the extent to which such entitlements exceed the Employee’s Basic Periodic Rate of Pay;
   ii. any entitlement to a pro rata payment for long service leave on termination of employment (notwithstanding any inconsistent provision of the LSL Act; and
   iii. any amounts owing to the Employee for an unpaid bonus or allowance.

27 REDUNDANCY

27.1 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.

27.2 Redundancy Disputes

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

27.2.2 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.

27.3 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.
27.4 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>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks' pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks' pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks' pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks' pay</td>
</tr>
<tr>
<td>5 years or greater</td>
<td>2 weeks pay per year of service pro rata to a maximum total of 28 weeks' pay</td>
</tr>
</tbody>
</table>

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

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

27.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee’s employment during the period of notice and, if so, will be entitled to the same benefits and payments under 27.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

27.6 Alternative employment

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

27.7 Time off during notice period

i. 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.

ii. 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.
28 ANNUAL LEAVE LOADING

28.1 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.

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

\[
\text{17.5\% of working weeks (excluding paid non term time) \times 4 \times \frac{\text{Number of School's term weeks}}{52.18}}
\]

28.3 An employee who has given service for which salary has been received throughout the School Year shall be entitled to receive together with her/his first salary payment in December an annual leave loading of 17.5\% (to be known as the December payment).

29 MEAL ALLOWANCE

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

30 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.

31 PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

32 JURY SERVICE LEAVE

32.1 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.

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

32.3 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.

32.4 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.
32.5 Subject to 32.2 to 32.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 32.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

33 EXAMINATION LEAVE

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

34 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.

35 MISCELLANEOUS BENEFITS AND ENTITLEMENTS

35.1 An Employee who undertakes a course of study with prior approval by the College is entitled to a grant of up to $500 in any one year to cover tuition and/or other costs. A similar grant is also available to Employees who wish to participate in any other approved personal or professional development program. Reimbursement for up to $500 in any one year to cover tuition and/or other costs will be paid on the successful completion of the course of study by providing a transcript of results and appropriate receipts.

35.2 An Employee who joined the College after 1987 and has children enrolled at the College are entitled to a 25% deduction on school fees. A Part Time Employee employed by the College is entitled to the 25% discount on school fees on a pro-rata basis equal to their employment fraction. An Employee who joined the College prior to 1987 will be entitled to such deduction as was applicable at the time of their commencing employment with the College.

35.3 Where an Employee who joined the College prior to 1987 has had their full time employment reduced to part-time employment after that date, they will be entitled to such deduction as was applicable at the time of their commencing employment with the College on a pro-rata basis equal to their employment fraction.

35.4 An Employee wishing to take advantage of the discount, is required to authorise the College in writing to deduct school fees from their fortnightly net remuneration. The written authority will provide that, in the event of termination of employment, the College may deduct any outstanding school fee debt owed to it from any money owing to the Employee by the College on termination of employment.

35.5 This provision is subject to any policy of the College in relation to the payment of Fringe Benefit Tax. In the event that Fringe Benefit Tax legislation or rulings by the Australian Taxation Office change, the College may alter its policy in respect of school fee concessions by written advice to an Employee.
36 **ADVERTISING OF POSITIONS**

All vacancies, other than vacancies of less than six weeks, will be advertised in all campuses and divisions of College.

37 **TERMINATION OF EMPLOYMENT**

37.1 Termination by the School

The School may terminate employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

37.2 Redundancy

Where termination takes place for reasons of redundancy, clause 27 will apply.

37.3 Unsatisfactory Performance

Where termination of employment may take place for reasons related to performance, the School would undertake a process that includes the provisions outlined in 37.3.1 and 37.3.2 (Due Process) below.

37.3.1 Commencement of Due Process

Due process will commence with the School advising the employee in writing of:

- the School's concerns with the Employee's performance;
- the time, date and place of the first due process meeting;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all due process meetings;
- the School's right to terminate employment should due process not resolve the School's concerns.

37.3.2 Due Process Meetings

Due process meetings will:

- include discussion of the School's concerns with the Employee's performance;
- give the Employee an opportunity to respond to the School's concerns;
- include discussion of any counselling or assistance, where appropriate, available to the Employee;
- include documentation, where appropriate;
- set periods of review, as appropriate.

37.4 Unsatisfactory Conduct

37.4.1 Where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School. Where an issue of misconduct is to be investigated, the Employee is entitled to be accompanied by a nominee of the Employee's choice. Disciplinary action may include termination of the Employee's employment.
37.4.2 Where termination of employment may take place for reasons related to serious misconduct, the following shall apply. Summary dismissal relates to circumstances where an Employee's behaviour is such that termination without notice is warranted.

37.4.3 The services of an Employee may be terminated without notice when that Employee is guilty of:
- serious neglect of duty;
- wilful misconduct;
- serious misrepresentation or behaviour which is detrimental to the welfare of students and/or staff or which is prejudicial to the continued operation of the College.

The above list is not intended to be exhaustive or to limit the matters for which the Employer may consider taking action for and might otherwise be considered serious misconduct at common law.

37.4.4 Procedure for instituting summary dismissal:
In cases where it is deemed necessary by the Principal to consider summary dismissal of an Employee where allegations of serious misconduct have arisen, the Employee may be suspended on full pay pending completion of the following steps:
- The Employee may be suspended following consultation with the Employee to determine whether there are any other appropriate alternatives to suspension.
- The allegations are investigated.
- Following investigation, the Employee and his or her representative meets with the College and its representatives, if appropriate, to discuss the details of the allegation, the investigation results and the Employee's explanation.
- The College then determines the outcome.

PART 4 – CONDITIONS OF EMPLOYMENT FOR CLERICAL AND GROUNDS / MAINTENANCE EMPLOYEES

38 CLASSIFICATIONS AND SALARY

38.1 Schedule 4A sets out the classification structure for a Clerical Employee.

38.2 Schedule 4B sets out the salary for a Clerical Employee.

38.3 Schedule 4C sets out the classification structure for a Grounds and Maintenance Employee.

38.4 Schedule 4D sets out the salary for a Grounds and Maintenance Employee.

39 HOURS OF WORK

39.1 The ordinary hours of work for a Full Time Employee will be 35 hours per week to be worked from Monday to Friday between 7.00am and 6.00pm.

39.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
39.3 The Employer may require an Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 4B.6.

39.4 The Employer and an Employee may agree upon the arrangement for the Employee's ordinary hours of work, including but not limited to:
   i. daily starting and finishing times;
   ii. the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
   iii. attendance at School meetings; and
   iv. flexible work arrangements.

39.5 The Employer and an Employee may agree to vary the hours of work arrangements at any time.

40 ANNUAL LEAVE

40.1 Annual leave is in accordance with the NES except where more favourable terms are provided in this Agreement.

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

40.3 An Employee must generally take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.

40.4 Where an Employee has not accrued sufficient annual leave to be taken during the shutdown period, they will be entitled to leave which will be unpaid.

40.5 Cashing out of Annual Leave

An Employee may make an application in writing to cash out accrued annual leave not more than once in any 12 month period.

Each cashing out of a particular amount of paid annual leave must be by a separate agreement between the employer and the employee.

The granting of the application is at the Employer's discretion, and is subject to:
   • the Employee's remaining accrued entitlement to paid annual leave must not be less than four weeks; and
   • the Employee being paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
   • the Employer's financial capacity to grant the application.
41 ADDITIONAL LEAVE

41.1 The Employer may engage and require an Employee to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).

41.2 For the purpose of this subclause, additional leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require an Employee covered by this agreement to work.

41.3 An Employee is entitled to public holidays falling during additional leave.

41.4 As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.

41.5 The annual salary of an Employee covered by this agreement, in receipt of additional leave, is calculated using the following formula:

\[ \text{Annual Salary} = (52.18 - A + B) \times C \times D \]

where:

- \( A \) = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the Employee.

- \( B \) = number of weeks of public holidays and additional leave days falling during periods of additional leave and annual leave.

- \( C \) = full-time weekly salary (refer to Schedule 4B and 4D)

- \( D \) = the proportion of full-time hours the Employee will be working, if employed on a part-time basis

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and an Employee covered by this agreement may change the additional leave arrangements by mutual agreement.

41.6 As additional leave is not paid leave, the remuneration of an Employee covered by this agreement entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 17 (Payment Arrangements).

42 NOTICE OF TERMINATION

42.1 Subject to cl.13, in order to terminate the employment of an Employee covered by this agreement, the Employer must give four (4) weeks notice to the Employee.
42.2 In addition to the notice prescribed in 42.1, an Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.

42.3 The Employer may elect to provide payment in lieu of the prescribed notice in 42.1 and 42.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Employee would have been entitled to, had employment continued until the end of the required period of notice.

42.4 The notice of termination required to be given by an employee is the same as that required of the Employer, save and except that there is no requirement upon the Employee to give additional notice based upon the age of the Employee concerned.

42.5 The Employer and an Employee may agree in writing to vary the period of notice required under 42.1 and 42.2.

42.6 The notice period in this clause and in clause 13 do not apply where the clerical Employee is guilty of serious misconduct.

43 VEHICLE ALLOWANCE

An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties shall be paid the following allowance: $0.78 per kilometre with a maximum payment as for 400 kilometres per week.

44 FAMILY DOMESTIC VIOLENCE LEAVE

44.1 Definition

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

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

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

44.2 Leave entitlement

44.2.1 An employee subject to family violence is entitled to ten days per year of paid family violence leave for the purpose of:
(a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
(b) relocation or making other safety arrangements; or
(c) other activities reasonably associated with the experience of family violence.
44.2.2 Family violence leave may be taken as consecutive or single days, including half days.

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

44.3 Notice and Evidentiary Requirements

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

44.3.2 The employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 44.3.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.

44.3.3 The employer will not place the documentary evidence provided under clause 44.3.2 on the employee's file, unless expressly permitted by the employee. Instead, the employer may place a note on the employee's file confirming:

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

44.3.4 Personal information provided by the employee to the employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons, and in consultation with the employee, where possible, following legal consultation.

45 CONSULTATIVE COMMITTEE

The parties to this agreement are committed to establishing an effective means of communication within the College. To advance this objective, a Consultative Committee (the Committee) will be established. The purpose of the Committee is to serve as a communication forum to enable the views of staff on a range of issues to be considered by the Principal. The Committee holds no decision making authority.

45.1 The Committee will consist of:

- The College Principal,
- The HR Manager, or another delegate of the College Principal,
- One additional nominee of the College Principal.

An elected person from the following:

- Five teaching staff representatives as follows: ELC, Prep-3, Years 4-6: one representative per section, and Years 7-12: two representatives.
• Two employees categorised as General Staff representing each of the following areas: School Support and Administration as required.

45.2 Elected representatives to the Committee are not entitled to an additional monetary allowance or further time release.

45.3 The Committee shall meet as follows:

• As required, however a minimum of once each semester.
• At times outside school hours.

45.4 The Committee will consult over any matters of significance referred to it (either by Employees or the College Principal) including but not limited to

• Matters arising regarding the implementation of this Agreement,
• Interpretation of this Agreement,
• School policies and procedures impacting on staff,
• Health and Safety,
• Other staff concerns.
MSMC & GBH Administrative Support Staff Agreement 2017

EXECUTED as an Agreement this 14th day of December 2017.

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 14 December 2017
Name in full (printed): Rabbi James Kennard
Position title: College Principal
Authority to sign explained: College Principal
Address: 245 Burwood Highway
               Burwood Victoria 3125
Witnessed by: [Signature]
Witness name in full: Allison Julie Austin
Witness address: 245 Burwood Highway
               Burwood Victoria 3125

EMPLOYEE REPRESENTATIVE

Signed: [Signature]
Date: 14 December 2017
Name in full (printed): David Francis Béar
Position title: Assistant Secretary 1EO
Authority to sign explained: Union Bargaining Representative
Address: 120 Clarendon St
           South Melbourne
Witnessed by: [Signature]
Witness name in full: Kristen Wischer
Witness address: 120 Clarendon Street Southbank 3006
               An Australian Legal Practitioner
               (within the meaning of the
               Legal Profession Act 2004)
SCHEDULE 4A
CLASSIFICATION STRUCTURE (CLERICAL EMPLOYEES)

4A.1 Classifying positions

4A.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Clerical Employee, as determined by the Employer.

4A.1.2 Upon commencement of employment, the Employer will advise the Clerical Employee in writing of the classification level of the Clerical Employee’s position of employment and of any change to the Clerical Employee’s classification level.

4A.2 Grade 1

4A.2.1 General work description

The Clerical Employee undertakes a variety of routine duties largely of a clerical and administrative nature. The Clerical Employee applies knowledge and skills to a limited range of tasks. With experience, the Clerical Employee applies knowledge and skills to a wider range of tasks and is responsible for assuring the quality of the Clerical Employee’s work.

4A.2.2 Qualifications

The Clerical Employee is not required to have a formal qualification. As the Employer provides relevant on-the-job training, this position does not require specific skills, prior experience or prior training.

4A.2.3 Supervision

4A.2.3(a) The Clerical Employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work performed is regularly checked.

4A.2.3(b) With experience, the Clerical Employee is required to perform a wider range of functions under direct supervision. The Clerical Employee receives specific direction on what is required and how the duties are to be performed, which leads to routine direction, as knowledge is gained of the required tasks and procedures. The Clerical Employee is subject to regular monitoring and progress checks. The Clerical Employee, after gaining experience, may exercise some degree of autonomy and discretion.

4A.2.3(c) The Clerical Employee is not required to supervise other Employees.
4A.2.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- undertaking basic clerical and keyboard duties;
- providing general administrative support, including the preparation of documents, obtaining data from given sources and receiving/recording enrolment data;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing standard reports from databases;
- maintaining basic written records, including filing;
- counting, receipting and recording monies and preparing banking documentation.

4A.3 Grade 2

4A.3.1 General work description

The Clerical Employee is required to perform a wider range of functions. The Employee is responsible and accountable for their work and is required to exercise a degree of judgement and initiative within a broad range of their skills and knowledge.

4A.3.2 Qualifications

The Clerical Employee is required to undertake duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate/diploma or equivalent or from on-the-job experience considered relevant by the Employer.

4A.3.3 Supervision

4A.3.3(a) The Clerical Employee receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach. The Clerical Employee is normally subject to progress checks usually confined to the unusual or difficult aspects of the work and has work reviewed upon completion. The Clerical Employee has the technical knowledge and/or experience to perform the standard duties, usually without technical instruction.

4A.3.3(b) The Clerical Employee operates with a fair degree of autonomy and may be required to supervise Grade 1 Clerical Employees (or equivalent). The Clerical Employee is responsible for assuring the quality of the Clerical Employee's work and may have some responsibility for assuring the quality of work of other Employees under the Clerical Employee's supervision.
4A.3.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- the work requirements of Level 1, which are performed with a higher level of autonomy and responsibility and a lower level of supervision;
- providing general administrative support, including the preparation of non-standard documents, obtaining data from a range of sources and processing student admissions, registrations, enrolments and transfers;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing a range of reports, including non-standard reports, from databases;
- providing data and document production services;
- liaising with and providing general information about the School's operations to parents, students and Employees, in accordance with policies and procedures.

4A.4 Grade 3

4A.4.1 General work description

The Clerical Employee, in addition to the knowledge and skills required at Grade 2, would be required to directly supervise other employees in a large reasonably autonomous unit within, or across, the workplace. The Clerical Employee, under general direction, assists with the coordination of School services, such as financial services.

Alternatively, the Clerical Employee may be in a support role to a senior administrator, and would generally be required to manage a specific support function or assist the senior administrator in the management of support functions.

The Clerical Employee may be required to supervise a part time employee delivering a single support function.

4A.4.2 Qualifications

The Clerical Employee, in addition to the knowledge and skills required at Grade 3, is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.

4A.4.3 Supervision

4A.4.3(a) The Clerical Employee receives limited direction, such as instruction in the form of the required objectives, and has work measured in terms of the achievement of stated objectives. The Clerical Employee is competent and experienced in a technical sense and requires little guidance during the performance of work. The Clerical Employee is required to use initiative, exercise discretion and perform work to a high level.
4A.4.3(b) The Clerical Employee would normally be responsible to a Senior Manager and would be required to supervise Grade 1 and Grade 2 employees (or equivalent). The employee is responsible for the allocation of work, coordinating workflow, checking the progress of work, the quality of work and problem-solving.

4A.4.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- coordinating the delivery of administrative services within the School;
- in consultation with a Senior Manager, determining and managing work priorities of the School office;
- developing and implementing strategies to ensure effective administration procedures;
- managing the School's records system, including computerised student, Employee and School records;
- managing the School's financial records and preparing financial reports;
- preparing financial documentation and data for budget preparation;
- reconciling School expenditure against budget, including advising employees with budget responsibilities on expenditure against budget;
- managing School payroll, together with maintaining employee records;
- researching, preparing and presenting reports and data.
SCHEDULE 4B - SALARIES (CLERICAL EMPLOYEES)

Salaries for Employees will be increased by 2.6% on the first pay period commencing on or after 1 February 2018, 1 February 2019 and 1 February 2020. Salaries beyond 1 February 2020 will be reviewed annually taking into consideration performance and market rate movements. In considering salary reviews, regard will be had to movements in the Australian Consumer price index from the January quarter of the previous year to the December quarter, commercial market salary rates, developments in the wider educational sector and the College's financial position.

4B.1 Annual Salary

4B.1.1 A Full Time Clerical Employee is entitled to be paid not less than the following annual salary relevant to the Clerical Employee's classification.

<table>
<thead>
<tr>
<th>Category / Grade</th>
<th>First pay period commencing on or after</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/02/2018</td>
</tr>
<tr>
<td>Grade 1</td>
<td></td>
</tr>
<tr>
<td>Level 1</td>
<td>42,935</td>
</tr>
<tr>
<td>Level 2</td>
<td>45,053</td>
</tr>
<tr>
<td>Level 3</td>
<td>45,461</td>
</tr>
<tr>
<td>Grade 2</td>
<td></td>
</tr>
<tr>
<td>Level 1</td>
<td>47,238</td>
</tr>
<tr>
<td>Level 2</td>
<td>55,565</td>
</tr>
<tr>
<td>Level 3</td>
<td>60,614</td>
</tr>
<tr>
<td>Grade 3</td>
<td></td>
</tr>
<tr>
<td>Level 1</td>
<td>62,632</td>
</tr>
<tr>
<td>Level 2</td>
<td>64,657</td>
</tr>
<tr>
<td>Level 3</td>
<td>67,769</td>
</tr>
</tbody>
</table>

Any employee paid on the rates in this agreement will advance to the next increment within and between grades on the anniversary of their appointment or in the case of non-continuous service, after the completion of the equivalent of a school year.

4B.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.18.
4B.3 Part Time Salary

A Part Time Clerical Employee is paid per hour worked an amount not less than 1/35th of the weekly rate of appropriate to the Clerical Employee's classification.

4B.4 Casual Rate of Pay

A Casual Clerical Employee is paid per hour worked an amount not less than 1/35th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

4B.5 Junior Salary

A Full Time junior Clerical Employee classified at Grade 1 pursuant to Schedule 4A, is entitled to be paid not less than the following percentage of the full time salary relevant to the Clerical Employee's classification.

<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>

4B.6 Additional Hours

Where the Employer requires a part time Employee covered by this agreement to work reasonable additional hours in excess of the Employee's ordinary hours, the employee will be entitled to the following:

a) Where the Employee's hours are averaged:

i. The employer and employee may agree that the employee take time off in lieu at the rate of an hour off for each hour worked or the Employee will be paid for all such additional hours at the normal hourly rate of pay, provided that:

- the additional hours fall within the applicable daily spread of hours in Cl 39,
- do not result in the Employee working more than seven hours on that day, and
- do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and

ii. in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

b) Where the Employee's hours are not averaged:
i. the Employee will be paid for all such additional hours at the normal hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in Cl 39 and do not result in the Employee working more than seven hours on that day; and

ii. in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

c) Additional hours other than overtime hours worked by a part-time Employee covered by this agreement in accordance with this clause, accrue applicable entitlements under this Agreement.

4B.7 Overtime

a) Overtime rates

i. An Employee covered by this agreement will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

<table>
<thead>
<tr>
<th>Time worked</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday-Friday</td>
<td>150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that</td>
</tr>
<tr>
<td>Saturday</td>
<td>150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that</td>
</tr>
<tr>
<td>Sunday</td>
<td>200% of the ordinary hourly rate of pay</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>250% of the ordinary hourly rate of pay</td>
</tr>
</tbody>
</table>

ii. Overtime will be calculated daily

b) Time off instead of overtime payment

i. An employee and an employer may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.

ii. Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

iii. Where an employee and an employer have agreed to time off instead of overtime payment under clause 4B.7 (b) and such time has not been taken;

- within four weeks of accrual; or
- during the non term weeks agreed in writing between an employee and an employer;
an employer must if requested by an employee provide payment at the rate provided for the payment of overtime in the award, for any overtime worked.

(c) Make up time

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

SCHEDULE 4C
CLASSIFICATION STRUCTURE (GROUNDS & MAINTENANCE EMPLOYEES)

4C.1 Classifying positions

4C.2 Maintenance and Horticulture Employee Level 1

An employee at this level undertakes one or more of the following duties:

• Works under direct supervision either individually or in a team environment;
• Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns, and displays;
• Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
• Performs routine maintenance of turf, synthetic, artificial and other play surfaces;
• Performs non-trade tasks incidental to his or her work.

4C.3 Maintenance and Horticulture Employee Level 2

• Operates, maintains and adjusts turf machinery under general supervision;
• Cleans machinery and inspects machinery after each use under general supervision;
• Applies fertilisers, fungicides, herbicides and insecticides under general supervision;
• Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
• Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
• Performs routine maintenance of turf, synthetic, artificial and other play surfaces; or
• Performs tasks incidental to his or her work.

4C.4 Supervisor

An employee appointed to this level reports directly to the Grounds Manager as appropriate and undertakes three or more of the following duties:

• Responsible for supervision of all Employees involved in daily course maintenance;
• Responsible for planning, scheduling and supervision of all aspects of turf maintenance;
• Supervises and participates in the operation and maintenance of pumps, irrigation equipment and drainage systems;
EMSC & GBH Administrative Support Staff Agreement 2017

• Instructs operators in the safe and efficient operation of all equipment associated with turf maintenance;
• Supervises the majority of chemical and fertiliser applications and undertakes the appropriate training of operators in this field;
• Allocates specific daily duties having regard to the Employee Level 1 and 2 work program; or
• Undertakes the duties of the Turf Management Employee Level 2 in his or her absence.

4C.5 Grounds Manager

An employee appointed to this position reports directly to Head of Operations and is responsible for the following:

The College's grounds and sports facilities are maintained to a condition that enables the College to deliver its educational outcomes and comply with all relevant codes and regulations. In addition to all grounds and sports facilities being maintained and developed in accordance with an agreed program, so that the College can deliver its educational programs to the planned standard of excellence.

• To have understanding of the processes and mechanisms of planning and developing the associated management practices for the college.
• To have understanding of the maintenance & building works currently being undertaken by the college and ensuring that all is maintained to specified compliant standards within the outlined guidelines at all times.
• To have management, administration and project management skills that are strongly honed.

4C.6 Tradesperson - Operations

An employee at this level has completed trade or equivalent qualifications or gained through experience the knowledge to undertake three or more of the following duties (including non-trade tasks incidental to his or her work):

• Operates, maintains and adjusts machinery as appropriate;
• Maintenance and repair of College property where possible. This may include repair and minor renovation work involving carpentry and/or painting and/or welding;
• The collecting and removal of rubbish from the College premises on a daily basis.
• Responsible for supervision of all Employees involved in daily course maintenance.
• The buildings, plant and equipment are maintained and developed to a condition that supports the College in its mission to deliver quality educational outcomes and comply with all relevant codes and regulations.
• Coordinate in conjunction with the Operations Manager the setup and dismantle of functions, events and meetings at the College's three campuses.
• Manage the provision of any other service, which is required to enable the College to provide its educational programs.
• Effectively communicate with all parties including Employees, parents, students and contractors as required to ensure that all aspects of their function is completed in professional manner and within agreed timelines and budgets.

**SCHEDULE 4D – SALARIES (GROUNDS & MAINTENANCE EMPLOYEES)**

Salaries for Employees will be increased by 2.6% on the first pay period commencing on or after 1 February 2018, 1 February 2019 and 1 February 2020. Salaries beyond 1 February 2020 will be reviewed annually taking into consideration performance and market rate movements. In considering salary reviews, regard will be had to movements in the Australian Consumer price index from the January quarter of the previous year to the December quarter, commercial market salary rates, developments in the wider educational sector and the College’s financial position.

4D.1 Annual Salary

4D.1.1 A Full Time Grounds and Maintenance employee is entitled to be paid not less than the following annual salary relevant to the Sportsground Maintenance and Venue Presentation Employee’s classification.

<table>
<thead>
<tr>
<th>Category / Grade</th>
<th>First pay period commencing on or after</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/02/2018</td>
</tr>
<tr>
<td>Maintenance &amp; Horticultural</td>
<td>$</td>
</tr>
<tr>
<td>Level 1</td>
<td>49,458</td>
</tr>
<tr>
<td>Level 2</td>
<td>52,797</td>
</tr>
<tr>
<td>Supervisor</td>
<td>60,151</td>
</tr>
<tr>
<td>Grounds Manager</td>
<td>68,144</td>
</tr>
<tr>
<td>Tradesperson</td>
<td>56,078</td>
</tr>
</tbody>
</table>

4D.2 Weekly Salary

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

4D.3 Part Time Salary

A Part Time Grounds and Maintenance person is paid per hour worked an amount not less than $1/35th of the weekly rate appropriate to the employee’s classification.
4D.4 Casual Rate of Pay

A Casual Grounds and Maintenance is paid per hour worked an amount not less than 1/35th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

4D.5 Junior Salary

A Full Time junior Grounds and Maintenance classified at Level 1 pursuant to Schedule 4C is entitled to be paid not less than the following percentage of the full time salary relevant to the Clerical Employee's classification.

<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>

Adjustments to the Salary Scale

As a general principle, the College is committed to ensuring that salary levels paid to Employees as identified under this agreement beyond 1 February 2020 will be competitive after taking into consideration developments in the wider educational market and the College's financial position.
Schedule 2.3—Model consultation term
(regulation 2.09)

Model consultation term

(1) This term applies if the employer:

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

Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

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

(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.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

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

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
(b) for the purposes of the discussion—provide, in writing, to the relevant employees:
   (i) all relevant information about the change including the nature of the change proposed; and
   (ii) information about the expected effects of the change on the employees; and
   (iii) any other matters likely to affect the employees.

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

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

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, 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) For a change referred to in paragraph (1)(b):
   (a) the employer must notify the relevant employees of the proposed change; and
   (b) subclauses (11) to (15) apply.

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

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

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

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

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).
IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2017/6675

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Howard Kindler, Human Resource Manager for Mount Scopus Memorial College and Gandel Besen House give the following undertakings with respect to the Mount Scopus Memorial and Gandel Besen House Administrative Support Staff Agreement 2017 ("the Agreement"):

1. I have the authority given to me by Mount Scopus Memorial College and Gandel Besen House to provide this undertaking in relation to the application before the Fair Work Commission.

2. That the nominal expiry date in cl.3.2 of the Agreement shall be four years from the approval date.

3. That cl.27.6 of the Agreement shall not apply.

4. That where employment ends and the employee has any time off in lieu accrued under Sch.4B.7(b) of the Agreement, the employee will be paid overtime at the rates prescribed by Sch.4B.7(a) of the Agreement.

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

30/04/2018

Date