



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Study Group Australia Pty Ltd**  
(AG2012/1043)

### **TAYLORS SENIOR COLLEGE MELBOURNE CAMPUS ENTERPRISE AGREEMENT 2012-2014**

Educational services

SENIOR DEPUTY PRESIDENT DRAKE

SYDNEY, 19 APRIL 2012

*Application for approval of the Taylors Senior College Melbourne Campus Enterprise Agreement 2012-2014.*

[1] An application has been made for the approval of an enterprise agreement known as the *Taylors Senior College Melbourne Campus Enterprise Agreement 2012-2014* (“the Agreement”). The application was made pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). It has been made by Study Group Australia Pty Ltd. The Agreement is a single-enterprise agreement.

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

[3] The Independent Education Union Victoria Tasmania, 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) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 April 2012. The nominal expiry date of the Agreement is 30 June 2014.

  
SENIOR DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code K, AE893300 PR522582>

# Taylors Senior College Melbourne Campus

## Enterprise Agreement 2012 – 2014

### Table of Contents

<b>Part 1— Application and Operation.....</b>	<b>3</b>
1. Title .....	3
2. Period of Operation .....	3
3. Parties .....	3
4. Re-Negotiation of Agreement .....	4
5. Objectives of this Agreement .....	4
6. Variation of Agreement .....	4
7. Relationship to other Agreements and Awards .....	4
8. Full and Final Agreement.....	5
9. Consultative Committee .....	5
10. Definitions and interpretation.....	6
11. Access to this Agreement.....	8
12. Workplace flexibility.....	8
<b>Part 2— Consultation and Dispute Resolution.....</b>	<b>9</b>
13. Consultation regarding major workplace change .....	9
14. Dispute resolution.....	10
<b>Part 3— Types of Employment and Termination of Employment.....</b>	<b>11</b>
15. Employment duties and types of employment .....	11
16. Termination of employment.....	13
17. Reduction in teaching load and redeployment .....	13
18. Redundancy and severance pay:.....	15
<b>Part 4— Wages and Related Matters .....</b>	<b>17</b>
19. Teacher Classifications and arrangements for Student Welfare Counsellors .....	17
20. Minimum Teacher and Student Welfare Counsellor salaries.....	18
21. Allowances for Teachers & Teacher Librarian .....	19
22. College Assistants Classifications and arrangements .....	22
23. Minimum College Assistant salaries.....	26

24.	Allowances for College Assistants .....	27
25.	Accident compensation and accident make-up pay .....	29
26.	Payment of salary.....	29
27.	Superannuation .....	29
<b>Part 5— Hours of Work and Related Matters .....</b>		<b>31</b>
28.	Ordinary hours of work and reasonable additional hours for Teachers, Teacher Librarians and Student Welfare Counsellors .....	31
29.	Ordinary hours of work for College Assistants .....	33
30.	Overtime for College Assistants .....	33
31.	Breaks .....	34
32.	Rostered days off for College Assistants.....	34
<b>Part 6— Leave and Public Holidays .....</b>		<b>35</b>
33.	Annual leave .....	35
34.	Pro rata payment of salary inclusive of annual leave .....	35
35.	Annual leave loading .....	36
36.	Personal Leave and Infectious Diseases Leave .....	36
37.	Compassionate leave.....	38
38.	Long Service Leave .....	38
39.	Paid Parental Leave .....	39
40.	Unpaid Parental Leave.....	40
41.	Community service leave.....	40
42.	Public holidays.....	41
<b>Part 7— Miscellaneous .....</b>		<b>41</b>
43.	Class Size Management .....	41
44.	Professional Development .....	42
45.	Due Process.....	42
46.	Job Share Arrangements .....	43
47.	Breakage and Loss .....	44
48.	Protective Clothing .....	44
49.	Schedule “A” .....	45
50.	Signatory Page .....	62

## Part 1—Application and Operation

### 1. Title

This Enterprise Agreement is called the **Taylors Senior College Melbourne Campus Enterprise Agreement 2012 – 2014**.

### 2. Period of Operation

This Agreement will take effect from when it is approved by Fair Work Australia.

It will remain in force until midnight on 30 June 2014 (“**the Nominal Expiry Date**”). It will continue to operate unless replaced by another Enterprise Agreement or unless terminated by Taylors Senior College Melbourne Campus or by the parties.

### 3. Parties

3.1 This Agreement covers the following parties:

- (a) Study Group Australia Pty Limited (ABN 88070919327) and Taylors Institute of Advanced Studies Limited (ABN 41005432155) trading as Taylors Senior College Melbourne (“**the College**”).
- (b) The Independent Education Union will be covered by the Agreement upon notice under s.183(1) of the Act.
- (c) The employees of the College who fall within the following classifications:
  - (i) Teachers of Years 10, 11, 12 programs;
  - (ii) Teachers of the Foundation Year programs;
  - (iii) Teacher Librarians,
  - (iv) Student Welfare Counsellors; and
  - (v) College Assistants (including Library Technicians and Library Assistants).

The employees set out in this clause will be known throughout this Agreement as “**the employees**”.

3.2 This Agreement will not cover the following parties:

- (a) Any Taylors Institute of Advanced Studies Limited employee in any other classification.
- (b) Any Study Group Australia Pty Limited employee in any other classification;
- (c) Any Study Group Australia Pty Limited employee in any other location than Taylors Senior College Melbourne Campus;
- (d) The College’s Campus Director;

- (e) Manager Academic Programs;
- (f) Manager College Operations;
- (g) Manager Student Welfare and Support ;

by whatever name known.

#### **4. Re-Negotiation of Agreement**

- 4.1 The College and the employees agree that negotiations for a replacement Agreement will commence four months prior to the Nominal Expiry Date of this Agreement.
- 4.2 The parties agree that their intention is for a replacement Agreement to this Agreement to commence at the start of the 2015 College Year.
- 4.3 Where a replacement Agreement is not in place and the Nominal Expiry Date has passed, the College will pass on a salary increase at the commencement of the College Year following the Nominal Expiry Date. Such salary increase is to be the subject of consultation by the parties and will be paid without prejudice to the negotiations for the replacement Agreement. However, the interim increase will be accounted for in any salary increase agreed in the replacement Agreement.

#### **5. Objectives of this Agreement**

In reaching this Agreement, the parties have recognised:

- (a) the need to maintain the quality of education provided by the College and its reputation as a quality provider and employer of choice in the sector;
- (b) the need for flexibility in the delivery of the Year 10, 11 and 12 and the Foundation Programs;
- (c) the need to remain current with teaching and learning methods, including the use of technology, and for employees to be engaged with the full life of the programs including being a part of a culture of reflection on practice, evidence-based improvement and analysis and ongoing professional learning and development.

#### **6. Variation of Agreement**

Subject to **clause 7**, the parties recognise that, during the life of this Agreement, it may be necessary to vary this Agreement. This Agreement may be varied by a later agreement in circumstances where the parties reach agreement on the form and content of those variations and the variation is approved by FWA or otherwise in accordance with the Act.

#### **7. Relationship to other Agreements and Awards**

- 7.1 This Agreement replaces the Taylors College Melbourne Campus Enterprise Agreement 2011, any other former enterprise or collective agreements and any earlier enterprise or collective agreements covering Taylors Institute of Advanced Studies Limited.

**7.2** This Agreement replaces and supersedes the following Awards:

- (a) Educational Services (Post-Secondary Education) Award 2010;
- (b) Educational Services (Teachers) Award 2010;
- (c) Victorian Independent Schools - Teachers Award 1998;
- (d) Victorian Independent Schools - School Assistants Award 1998

**7.3** Where a term of the NES provides a more favourable term than provided by this Agreement, the more favourable term will be applied and the NES entitlement will be subsumed in the more favourable term.

## **8. Full and Final Agreement**

**8.1** This Agreement is made in settlement of all industrial and employment matters between the College and the employees until the end of the 2014 College Year.

## **9. Consultative Committee**

**9.1** It is agreed between the parties to this Agreement that a Consultative Committee will be established by the end of Term 1 of each College year.

**9.2** The Consultative Committee shall be formed from the College's employees covered by this Agreement and will be comprised of:

- (a) the College's Campus Director or his / her nominee,
- (b) up to two additional nominees of the Campus Director,
- (c) an IEU nominee and
- (d) two staff elected by all staff covered by this Agreement.

**9.3** If requested by staff an official of the Independent Education Union may also attend the Consultative Committee.

**9.4** A quorum will be constituted by the Campus Director or his / her nominee and at least one of the Campus Director's nominees and the IEU nominee and at least one of the two staff elected by all staff covered by this Agreement.

**9.5** The Consultative Committee will meet at least once per term or at the request of the Campus Director or either of the two staff representatives.

**9.6** The Campus Director, on behalf of the College, will consult with the Consultative Committee on the following:

- (a) matters arising following the implementation of this Agreement
- (b) interpretation of this Agreement
- (c) major change and redundancy issues (as well as notifying employees and their representatives regarding these issues)
- (d) workload issues

(e) other staff concerns regarding employment matters

9.7 The Consultative Committee will not make decisions regarding these issues but may make recommendations to the Campus Director.

9.8 The Consultative Committee should not be a forum for discussing individual grievances unless they apply to a number of staff.

9.9 The Campus Director will be responsible for circulating Agendas. Participants should where possible raise matters for the Agenda at least 10 days prior to the meetings and provide any papers well in advance of the meetings. The Agenda and any papers should be circulated one week before meetings.

9.10 A record of matters discussed and actions arising from meetings will be kept and will be made available to staff by the elected members in the form of Minutes.

## 10. Definitions and interpretation

10.1 In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth).

**College Assistants** means casual, part time or full time or fixed term person in any classroom support role including those specifically engaged as science laboratory assistants or technicians; media/art/graphics/design assistants or technicians; and library assistants or technicians.

**College Year** means the period of 12 months from the day employees are required to attend the College. The College Year will comprise Term Weeks and Non-term Weeks. Each College Year continues until the commencement of the next College Year.

**Continuity of Service** means a period of unbroken service for which entitlements are due. Periods of unauthorised absence, periods of unpaid parental leave, parental leave paid by the College or paid under the *Paid Parental Leave Act* and other periods of unpaid leave do not break continuity of service with the College but do not count towards the length of an employee's continuous service, except for periods of unpaid leave of less than 14 days. For consecutive fixed terms of employment see Clause 15.7 (d).

**Employee** means any person other than the Employer who is bound by this Agreement.

**Experience (teacher)** means experience of teaching after achieving the qualifications necessary for registration as a teacher. Experience is deemed to commence at the date on which a 'qualified' person first receives a teaching appointment.

**FWA** means Fair Work Australia.

**Immediate Family** means

(a) a spouse (including a former spouse, a defacto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

- (b) a 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 or defacto spouse of the Employee.

**NES** means the National Employment Standards as contained in ss 59 to 131 of the Act.

**Non-term Weeks** means weeks in the College Year other than Term Weeks where employees are paid. They may include periods designated as College holidays for students but where employees may be required to attend the College.

**Permission to Teach Teacher** means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 4 of Part 2.6 of the *Education and Training Reform Act 2006* (Vic) and in accordance with Victorian Institute of Teaching Permission to Teach Policy 2011.

**Service** means all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave, infectious diseases leave and carer's leave), compassionate leave, non-attendance weeks for which the College pays the employee, annual leave, long service leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee.

**Standard Rate** means the rate of pay payable to the employee for his or her ordinary hours of work, including leadership allowances but not including incentive based payments and bonuses, loadings, overtime or any other separately identifiable amounts.

**Student Welfare Counsellor** means a casual, part time or full time or fixed term person employed to work as a Student Welfare Counsellor (registered with the Australian Health Practitioner Regulation Agency) and performing the duties of counselling for mental health and wellbeing and student welfare.

**Teacher** means VIT registered teachers and "Permission to Teach" Teachers employed as a casual, part time or full time or fixed term person employed as a:

- "Teacher" in any of the College's Year 10, 11 or 12 programs;
- "Teacher" in any Foundation Year program; and
- "Teacher" Librarian.

who perform duties which include delivering any educational programs, assessing student participation in any education program, administering any education program and performing other duties incidental to the delivery of education programs (such as extra-curricular, pastoral care and co-curricular activities). So as to remove any doubt, Teacher includes a teacher in a position of leadership. For the purposes of this Agreement, "Teacher" does not include teaching at the "Charles Sturt University Study Centre", the "Taylors English Language Program", or the "Taylors Uni-link Diploma program" or "Pearsons Test of English Program".

**Term Weeks** means weeks in the College Year other than Non-term Weeks where employees are paid. They are up to 41 weeks (205 days) that the College requires attendance by employees to undertake their responsibilities for teaching and learning programs.

**Union** means The Independent Education Union.



## **11. Access to this Agreement**

The College must ensure that copies of this Agreement are available to the employees through electronic means and a copy will be made available in the staff room.

## **12. Workplace flexibility**

**12.1** Notwithstanding any other provision of this Agreement, the College and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the College and the individual employee. The College will advise the employee of their right to represented during negotiations in regard to any proposed workplace flexibility agreement. The terms the College and the individual employee may agree to vary are:

- (a) arrangements for when work is performed;
- (b) allowances (except that allowances will not be reduced);

**12.2** The College and the individual employee must have genuinely made the agreement without coercion or duress.

**12.3** The agreement between the College and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in **sub-clause 1**; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

**12.4** The agreement between the College and the individual employee must also:

- (a) be in writing, name the parties, be signed by them;
- (b) state each term of this Agreement that the College and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the College and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment;
- (e) state the date the agreement commences to operate.
- (f) state the date the agreement ceases to operate.

**12.5** The College must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**12.6** Except as provided in **sub-clause 4(a)** the agreement must not require the approval or consent of a person other than the College and the individual employee.

**12.7** The College, if seeking to enter into an agreement, must provide a written proposal to the employee.

- 12.8** The agreement may be terminated before the cessation date referred to in **sub-clause 4(f)**:
- (a) by the College or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the College and the individual employee.
- 12.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any other provision of this Agreement.

## **Part 2—Consultation and Dispute Resolution**

### **13. Consultation regarding major workplace change**

#### **13.1 Employer to notify**

- (a) Where the College has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the College must inform the Consultative Committee and must also notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- (b) **Significant effects** include:
  - (i) termination of employment;
  - (ii) major changes in the composition, operation or size of the College's workforce or in the skills required;
  - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
  - (iv) the alteration of hours of work;
  - (v) the need for retraining or transfer of employees to other work or locations; and
  - (vi) the restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### **13.2 The College to discuss change**

- (a) Prior to making a final decision on implementation, the College must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in **sub-clause 1**, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in **sub-clause 1**.
- (c) For the purposes of such discussion, the College must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the College's interests.

## **14. Dispute resolution**

### **14.1** If a dispute relates to:

- (a) a matter arising under this agreement;
- (b) the NES;

this clause sets out the procedures to settle the dispute.

### **14.2** The College and any Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.

### **14.3** 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 the relevant supervisors and or management.

### **14.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.

### **14.5** FWA may deal with the dispute in two stages:

- (a) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If FWA is unable to resolve the dispute at the first stage, FWA may then :
- (c) arbitrate the dispute; and
- (d) make a determination that is binding on the parties.

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

### **14.6** While the parties are trying to resolve the dispute using the procedures in this clause an Employee must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety. An employee must comply with a direction given by the College to perform other available work at the same workplace or at another workplace unless

- (a) the work is not safe; or

- (b) applicable OHS legislation would not permit the work to be performed; or
- (c) the work is not appropriate for the employee to perform; or
- (d) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

## **Part 3—Types of Employment and Termination of Employment**

### **15. Employment duties and types of employment**

**15.1** The College may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

**15.2** Employees under this Agreement will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment;
- (c) casual employment; or
- (d) fixed term employment.

### **15.3 Terms of engagement**

- (a) On appointment, the College will provide the employee (other than a casual employee) with a letter of appointment stating the classification and rate of salary applicable on commencement.
- (b) In the case of a part-time employee, the letter of appointment will include the employee's teaching load expressed as a percentage of a full-time load in the College.
- (c) Where the College engages the employee on a fixed term basis, the letter of appointment will inform the employee of the reason the employment is fixed term, the date of commencement and the period of the employment.

### **15.4 Full-time employment**

A full-time employee is an employee engaged to work an average of 38 ordinary hours per week averaged over the College Year.

### **15.5 Part-time employment**

- (a) A part-time employee is an employee who is engaged to work for less than 38 hours per week averaged in accordance with this Agreement.
- (b) A part-time employee is entitled to the benefits under this Agreement on a pro rata basis.
- (c) Upon the engagement of an employee and at any other time when a temporary or permanent variation occurs, the College will set out in writing the part time

hours required, including the pattern of work, start and finish times, the numbers of hours to be worked each day and the days required.

- (d) A part-time teacher's full-time equivalent time fraction and salary will be calculated by dividing their actual hours of face to face teaching per week by 20. For example a teacher teaching 15 hours per week will have an FTE of 0.75 and be paid 75% of a full-time teacher's salary. A part-time teacher will be expected to carry out no more than the pro rata time fraction of a full-time teacher's additional and extra-curricular workload.

#### **15.6 Casual employment**

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive weeks.
- (b) A casual engagement may be extended by agreement between the employee and the College provided the total period of the engagement does not exceed a total of 11 weeks.
- (c) The rates of pay for a casual employee are contained in **clause 20.4** for Teachers, and Student Welfare Counsellors and **clause 23.6** for College Assistants.
- (d) Casual employees are not entitled to Annual Leave or Annual Leave Loading, Personal / Carer's Leave, Compassionate Leave, Notice or Severance Pay.
- (e) Casual employees' entitlements to other benefits under the NES are in accordance with the NES.

#### **15.7 Fixed term employment**

- (a) An employee may be employed for a fixed period of time for a period of at least four weeks but no more than 12 months on either a full-time or part-time basis to:
  - (i) undertake a specified project for which funding has been made available;
  - (ii) undertake a specified task which has a limited period of operation; or
  - (iii) to undertake a specified task due to fluctuating student enrolments; or
  - (iv) replace an employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the College Year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.
- (b) Employees under (a)(iii) above who have been engaged on a fixed term basis for two years shall be entitled to apply to become permanent employees when a permanent position that matches their qualifications, skills and experience becomes available.
- (c) Before employing a Fixed Term Employee, the College will inform the Fixed Term Employee of:
  - (i) the reason for the fixed nature of the employment;

- (ii) the date of commencement of the employment;
  - (iii) the benefits which are applicable under this Agreement; and
  - (iv) the rights of any Employee being replaced.
- (d) If there is a period of three months or more between the date of termination of a previous fixed term contract and a new fixed term or other contract of employment, all entitlements accrued under the previous contract will be extinguished.

## **16. Termination of employment**

**16.1** This clause applies to full time, part time and fixed term employees. It does not apply to casual employees.

### **16.2 Notice of termination of Teachers, Teacher Librarians, Student Welfare Counsellor, College Assistants by the College**

With the exception of library assistants and library technicians, the employment of these employees will not be terminated without at least seven term weeks' notice given wholly within a College term, or the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven. These provisions apply to library assistants and library technicians, except that the relevant notice period is four weeks (unless they are over 45 years of age, in which case the notice period will be five weeks).

### **16.3 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of the College.

**16.4** If an employee fails to give the notice specified in **sub-clause 2** the College may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### **16.5 Statement of service**

Upon the termination of employment of an employee (other than a casual employee) the College will provide upon the request of the employee, a statement of service setting out the commencement and cessation dates of employment.

## **17. Reduction in teaching load and redeployment**

**17.1** Where, due to fluctuating enrolments or any other reasonable cause determined by the College from time to time in the normal course of operating its business, teaching loads need to be reduced the following will apply:

### **(a) Redeployment**

- (i) In the first instance, the Campus Director will attempt to avoid the reduction of teachers' loads by the redeployment of teacher/s to other subjects in which they are trained or/and competent to teach.
- (ii) In the event that teachers are redirected to other subjects in which they may reasonably claim limited training or competence the College will put in place support to assist them.
- (iii) This may include mentoring, further training or study or other such support, including a time allowance, as may reasonably be agreed to by the Campus Director as suitable.
- (iv) A teacher cannot refuse to perform such duties, reasonably requested by the Campus Director, that are within the limits of the teacher's skill, competence and/or training.
- (v) College Assistants may be re-directed by mutual agreement to other duties within the limits of their skill, competence and/or training without loss of pay for short periods for the purpose of avoiding a redundancy.

**(b) Reduction in teaching loads**

- (i) If reductions in teaching loads are necessary, after redeployment options have been exhausted, these will be achieved with as much notice as possible being provided by the College (having regard to either known or reasonably predicted circumstances).
- (ii) If it has not already done so, the College must discuss with employees likely to be affected and the relevant union (if requested by an affected employee) in good time, relevant information including:
  - the reasons for the proposed reductions;
  - the steps taken to avoid or minimise the reductions and measures to mitigate any adverse effects on the employees concerned;
  - the number and category of workers to be affected; and
  - the period over which the reductions are intended to be carried out.
- (iii) The Campus Director will ask for volunteers to decrease their load.
- (iv) If an employee accepts such a reduction the College undertakes (at the first available opportunity) to reinstate the employee's teaching load up to the level it was immediately prior to the reduction process.
- (v) If, after the Teacher has completed four consecutive Terms at the reduced load, the College cannot offer re-instatement to the Full Time teaching load, the Teacher will be offered either a permanent Part Time role or redundancy with severance pay calculated at their time fraction before the reduction.
- (vi) In conjunction with or as an alternative to reducing teaching load/s, a teacher and the College may agree to the teacher taking a specified period of leave without pay.

## **18. Redundancy and severance pay:**

**18.1** Redundancy occurs where the College has made a decision that it no longer wishes the job the employee has been doing done by anyone and that decision will lead to the termination of employment.

**18.2** Where the College makes a decision, in the normal course of operating its business, that a position will become redundant and the College has complied with **clause 13** – consultation regarding major workplace change, the College will notify the employee in writing and will provide the following periods of notice:

For a Teacher, Teacher Librarian or Student Welfare Counsellor, College Assistants specifically engaged as science laboratory technicians, art/graphic communication assistants at least seven term weeks' notice given wholly within a College term, or the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven. These provisions apply to library assistants and library technicians, except that the relevant notice period is four weeks.

**18.3** The employee will be entitled to receive a severance payment as set out in this Agreement and all statutory entitlements.

**18.4** For the purposes of this clause, the Campus Director acts on behalf of the College.

**18.5** In the first instance, the Campus Director will call for volunteers from staff whose redundancy will alleviate the declared redundancy. The Campus Director will set a fair time scale for staff to volunteer for redundancy.

**18.6** In the event that the originally declared redundancy situation has not been removed by voluntary redundancy the Campus Director may nominate staff as redundant. The criteria the Campus Director has used to make this decision will be made known to the affected employee(s) and to whom the employee(s) may request.

**18.7** Staff nominated as redundant under this clause will be paid severance pay according to the following Scale:

<b>Period of continuous service</b>	<b>Severance pay if under 45 years of age</b>	<b>Severance pay if 45 years of age or over</b>
less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks' pay	5 weeks' pay
2 years but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years but less than 5 years	12 weeks' pay	15 weeks' pay
5 years but less than 7 years	14 weeks' pay	17.5 weeks' pay
7 years but less than 10 years	16 weeks' pay	20 weeks' pay



10 years but less than 15 years	18 weeks' pay	22.5 weeks' pay
15 years or more	20 weeks' pay	25 Weeks' pay

For the purpose of this clause “weeks’ pay” means the Standard Rate as defined in **clause 10.1**.

**18.8** Continuity of Service will apply as defined in **clause 10.1**.

#### **18.9 Severance Payments**

- (a) Where a part time employee's ordinary hours have changed in the 12 months immediately before the employee's role is made redundant, the employee's hours for calculating “weeks’ pay” will be averaged over the preceding 12 months or five years, whichever average hours are the greater.
- (b) A Full Time teacher who is teaching a reduced load under the provisions of Clause 17.1 will be paid as per **clause 17.1(b)(v)**.
- (c) The severance payments set out in **clause 18.7** will not be discounted against or reduced by any entitlement the employee has to a superannuation or long service leave entitlement.
- (d) The severance pay entitlement of an employee, subject to normal PAYG provisions applying at the time, will be paid as a lump sum on the last day of employment, along with any other accrued entitlements of the employee.
- (e) The College will provide the employee with a written statement or pay advice slip detailing how the monetary entitlement on termination is calculated.

#### **18.10 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during their period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **18.11 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the employee must, at the request of the College, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

#### **18.12 Interaction of this clause with clause 16**

Where the employee's employment is terminated on the grounds of redundancy, the employee will be entitled to notice of termination under **clause 16.2**.

#### **18.13 Part-time employees**

If a part-time employee's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

**18.14** This clause shall not apply:

- (a) Where employment is terminated as a consequence of conduct that justifies summary dismissal; or
- (b) To teachers engaged as replacement or emergency teachers; or
- (c) To employees engaged for a specific period of time or for a specified task or tasks; or
- (d) To casual employees; or
- (e) To employees engaged on fixed-term contracts.

## **Part 4—Wages and Related Matters**

### **19. Teacher Classifications and arrangements for Student Welfare Counsellors**

#### **19.1 Duties of a Teacher**

In addition to the definition of a Teacher in **clause 10**, the duties of a Teacher include in addition to teaching and classroom duties, non-classroom duties and activities associated with administration, review, development and delivery of educational programs, co-curricular activities, extra-curricular and pastoral care as well as professional development activities.

The annual salary of Teachers is inclusive of these duties.

#### **19.2 Recognition of previous service**

On appointment, the College will classify a Teacher or Student Welfare Counsellor at its discretion and will place the Teacher or Student Welfare Counsellor on the appropriate level on the salary scale in **clause 20**, according to their qualifications and experience. For the purpose of this Agreement teaching experience does not include employment as a teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

#### **19.3 Evidence of qualifications**

- (a) On engagement, the College may require that Teachers provide documentary evidence of their qualifications and teaching experience. If a teacher has not provided satisfactory evidence, and advises the teacher in writing to this effect, then the College may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the College will not unreasonably refuse to recognise the qualifications or teaching experience of a teacher.
- (b) Where a Teacher has completed further teaching experience with another employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified

accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher produced satisfactory evidence to the College within three months of completion.

- (c) The requirements of this clause will also apply to Student Welfare Counsellors.

#### 19.4 Progression for Teachers and Student Welfare Counsellors

- (a) A Teacher who is four year trained or Student Welfare Counsellor will commence on Level 1 of the salary scale in **clause 20** and progress according to normal years of service and satisfactory performance to Level 11.
- (b) A Teacher who is five year trained will commence on Level 2 of the salary scale in **clause 20** and progress according to normal years of service and satisfactory performance to Level 11 of the scale.
- (c) For the purpose of progression, normal years of service is 12 months continuous service at 50% or more of a Full Time teaching load and progression occurs on the anniversary date of the employee's service.

### 20. Minimum Teacher and Student Welfare Counsellor salaries

- 20.1 The minimum salary per annum payable to a full-time Teacher and Student Welfare Counsellor will be determined in accordance with the provisions of **clause 19**, and the following Table.

All increases apply from the first full pay period commencing on or after the date specified.

Level	Old EBA (2011 rate)	Salary effective 1 February 2012 for the 2012 College Year	Salary effective 1 February 2013 for the 2013 College Year	Salary effective 1 February 2014 for the 2014 College Year
		3.5% increase	3.5% increase	3.5% increase
	\$	\$	\$	\$
1	58,750 (old L3)	60,806	62,934	65,138
2	60,753 (old L4)	62,879	65,080	67,358
3	63,647 (old L5)	65,875	68,180	70,567
4	66,538 (old L6)	68,867	71,277	73,772
5	69,430 (old L7)	71,860	74,375	76,978
6	72,322 (old L8)	74,853	77,473	80,185
7	74,662 (old L9)	77,275	79,980	82,779
8	77,010 (old L10)	79,705	82,495	84,382

Level	Old EBA (2011 rate)	Salary effective 1 February 2012 for the 2012 College Year	Salary effective 1 February 2013 for the 2013 College Year	Salary effective 1 February 2014 for the 2014 College Year
		3.5% increase	3.5% increase	3.5% increase
	\$	\$	\$	\$
9	78,280 (old L11)	81,020	83,855	86,790
10	80,434 (old L12)	83,249	86,163	89,179
11	85,116 (old L14)	88,095	91,178	94,370

**20.2** The fortnightly rate of pay for a Teacher will be determined by dividing the annual rate by 26.00.

**20.3 Part-time Teacher**

A part-time employee will be paid pro rata, at the same rate as a full-time employee in the same classification, in accordance with the provisions of **clause 15.5**.

**20.4 Casual Teacher**

The salary payable to a casual Teacher will be a minimum of \$42.00 per hour or \$250.00 per day.

**21. Allowances for Teachers & Teacher Librarian**

**21.1 Eligibility for a Leadership allowance**

- (a) A leadership allowance will be paid to a Teacher where the College requires the performance of administrative, student counselling and/or educational leadership duties additional to those usually required of teachers by the College ("**a position of leadership**").
- (b) A leadership allowance is linked to a position of leadership rather than tied to an individual Teacher.
- (c) Leadership positions will generally be for fixed periods of two years or for less than two years based on operational requirements. Leadership positions will be filled by a decision of the Campus Director after a merit selection process.
- (d) A Teacher who is appointed to a position of leadership shall retain that position during the tenure period, except where:
  - the structural position has been abolished; or
  - a Teacher's performance in the leadership position has been found deficient by due process.
- (e) Where a Teacher, who is in a position of leadership and who is absent on Parental Leave or Long Service Leave, shall continue to receive the leadership allowance for up to one month or the expiration of that allowance, whichever is the earlier.

- (f) Where a Teacher is asked by the Campus Director to undertake the duties of another Teacher in a position of leadership, then the Teacher undertaking those duties shall be paid the leadership allowance for the period of time for which they assume the duties.

## 21.2 Notification

- (a) Positions of leadership will be advertised internally and if required, externally. The duties, position description, level, tenure and allowance will be detailed in the advertisement.
- (b) The Campus Director will provide written advice to a Teacher in receipt of an allowance of the position, its level, its tenure, the duties required, the position description and the allowance to be paid.

## 21.3 Structure of leadership allowances

- (a) There will be three categories of leadership allowances:
- (i) **Category A:** Positions of leadership such as responsibility for the management of a program or a pastoral care or educational leadership position of equivalent status.
  - (ii) **Category B:** Positions of leadership such as responsibility for the management of faculty
  - (iii) **Category C:** Position of leadership that support the extra curricular activities of the college or support the operations of the college.
- (b) At times during increasing enrolments and reflecting the needs of the College, the Campus Director may create deputy positions of leadership.

## 21.4 Time allowance and amount of leadership allowance

- (a) **Category A**

	Student Numbers	Time allowance	Monetary allowance
Level 3	451 +	0.75	9%
Level 2	251 – 450	0.50	7%
Level 1	50 – 250	0.25	6%

The allowance will be reviewed after each intake and within two weeks of the intake commencing.

**(b) Category B**

	Staff FTE	Time allowance	Monetary Allowance
Level 4	8.00 – 10.25	0.75	11%
Level 3	5.50 - 7.75	0.50	9%
Level 2	3.00 – 5.25	0.25	7%
Level 1	0.5 – 2.75	0.25	5%

Staff FTE equivalence includes:

- (i) For Teachers - only to the number of classes taught within each faculty with 0.25 equivalent to one class; and
- (ii) Laboratory Technicians; Media, Art, Graphics and Design Technicians; Laboratory Assistants; and Media, Art, Graphics and Design Assistants.

The time allowance for the leadership allowance is not included in the FTE calculation.

The allowance will be reviewed after each intake and within two weeks of the intake commencing.

**(c) Category C**

	Student Numbers	Time allowance	Monetary allowance
Level 3	451 +	0.50	5%
Level 2	251 – 450	0.25	4%
Level 1	50 – 250	0.25	3%

Student numbers are based on total enrolments of students enrolled in the programs covered by this Agreement only. The allowance will be reviewed after each intake and within two weeks of the intake commencing.

**(d) How the allowance is calculated**

The allowances are based on a percentage of the relevant year's salary for Level 11 Teachers as set out in the Table in **clause 20.1**.

Where the position of leadership is shared, the payments may also be shared.

**21.5 Meal Allowance**

The College will supply a Teacher with a satisfactory meal or a meal allowance of \$20.00 should it require a Teacher to remain at the College continuously until after 6.00pm on any day.

An exception to this is that the College need not provide a meal if a Teacher can reasonably return home for meals.

## **22. College Assistants Classifications and arrangements**

The following indicative criteria are to be used for determining the level of appointment of a College Assistant. The criteria are of a general nature for classification purposes and should not be considered as an exhaustive or exclusive job specification.

### **22.1 Level One**

#### **(a) General Work Description:**

This classification applies to employees who are engaged in routine duties requiring no specific skills, prior experience or prior training.

#### **(b) Direction:**

The College Assistant at this level requires direct supervision meaning:

- (i)** The work performed is checked regularly;
- (ii)** The choice of actions required is clear; and
- (iii)** Routines are established, methods and procedures are predictable.

#### **(c) Supervision:**

The College Assistant at this level receives direct supervision from a higher-level College Assistant (excluding Level 2), teacher or Campus Director. A College Assistant at this level shall not supervise other College Assistants. The College Assistant at this level has no relevant experience or qualification to perform the tasks required.

### **22.2 Level Two**

#### **(a) General Work Description:**

An employee at this level is not required to have any qualifications and is required to perform any combination of a wide range of functions under direct supervision. The College Assistant, after gaining experience, may exercise some degree of autonomy and discretion. The College Assistant at this level would need little or no prior experience to perform the tasks required.

#### **(b) Direction:**

The College Assistant at this level requires specific supervision meaning:

- (i)** Receives instructions on what is required and how it is to be performed;
- (ii)** Is subject to progress checks with tasks being continuously monitored; and

(iii) Requires basic technical knowledge or prior experience.

**(c) Supervision:**

The College Assistant at this level receives direct supervision from a higher-level College Assistant, Teacher or Campus Director.

**(d) Typical Activities:**

**Laboratory Assistant**

- Set out and clear up equipment and materials for classrooms/department use
- Assist with stocktaking of equipment/materials and care of flora/fauna
- Assist with the safe use and operation of equipment
- Prepare chemicals and other laboratory solutions under clear instruction
- Ensure an adequate supply of materials and equipment is available
- Assist with use of computers both for record keeping and as used in classrooms

**Media/Art/Graphics/Design Assistant**

- Under direction, assist students using art/graphics equipment
- Assist with ordering of materials/stocktaking and ensure adequate supply of materials and equipment, including photocopying of material
- Set out materials/equipment for classroom use and clean up after activities
- Assist with care and use of equipment for classroom use
- Assist in the maintenance and creation of displays

**Library Assistant**

- Collect, sort, shelve and tidy library materials
- General photocopying and maintaining photocopy equipment
- Under direction, perform end processing duties on library materials (eg: marking, labelling, covering, security tagging and repairing)
- Under direction, assist with the circulation and security of library items
- Maintain records of overdue loans of library materials and equipment
- Participate in stocktaking
- Assist library users
- Undertake bibliographic researching and verification using computerised databases and bibliographic tools
- File and store computer software
- Use audio and video reproduction equipment

### **22.3 Level Three**

**(a) General Work Description:**

A College Assistant at this level undertakes duties that require knowledge and skills that may be gained by the completion of a relevant post secondary qualification or from on-the job experience considered equivalent by the College. The College Assistant may be required to perform any combination of a wide range of functions under routine direction but may, after gaining experience, exercise some degree of autonomy.

**(b) Direction:**



The College Assistant at this level receives routine direction meaning:

- (i) Receives instruction on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach;
- (ii) Is normally subject to progress checks usually confined to the unusual or difficult aspects, and has assignments reviewed on completion; and
- (iii) Has the technical knowledge and/or experience to perform basic duties usually without technical instructions.

**(c) Supervision:**

The College Assistant at this level receives direct supervision from a higher-level College Assistant, Teacher or Campus Director. The College Assistant at this level may be expected to supervise College Assistants from Level 1 or 2.

**Laboratory Technician**

- Assist teachers in the supervision of science experiments
- Advise and assist staff in safety matters e.g. handling of chemicals
- Assist with the development of procedures relating to the use and maintenance of equipment and material
- Word processing of material
- Order supplies and materials and service equipment
- Set out and clear up equipment and materials for classrooms/department use
- Stocktake equipment/materials and care of flora/fauna

**Media/Art/Graphics/Design Technician**

- Ensure maintenance and maintain inventory of materials and equipment
- Responsible for displays of work and ordering of supplies
- Assist teachers in the demonstration of Art and Graphics materials and equipment and prepare teaching aids
- Assist in advising students on the use of materials and equipment
- Develop procedures regarding the use and care of equipment and materials

**Library Technician**

- Assist in the delivery of library education programs, library equipment and computers to library users
- Coordinate interlibrary loans
- Assist in evaluation and selection of printed library material, AV materials and computer software
- Prepare complex and description accessioning, cataloguing and recording of details of library materials
- Prepare displays and exhibits
- Operate, maintain and inventory all AV equipment and provide general technical support.

**22.4 Level Four**

**(a) General Work Description:**

A College Assistant appointed to this level may be required to be directly responsible for the supervision of other College Assistants and/or be responsible for a functional work area. The College Assistant is required to have the knowledge and skills required at Level 3, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant post secondary qualification or from on-the job experience considered equivalent by the College. The College Assistant will be required to exercise significant initiative and discretion and is required to demonstrate expertise.

**(b) Direction:**

The College Assistant at this level receives general direction meaning:

- (i) Receives general instructions, usually covering only the broader technical aspects of the work
- (ii) May be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- (iii) Although technically competent and well experienced may, on occasion, receive more detailed instructions.

**(c) Supervision:**

The College Assistant at this level receives little or no direct supervision and would be expected to take significant initiative and responsibility but would still be ultimately responsible to a Head of Faculty or Campus Director.

**Laboratory Technician**

- Explain the function and use of equipment to students
- Evaluate and select equipment and make recommendations for purchase
- Test experiments and demonstrate experiments or lab techniques
- Implement procedures relating the use and maintenance of equipment and materials
- Assist in the planning and organisation of laboratories and field work
- Culturing, preparing for use and being responsible for the security of bacterial, viral or other like substances
- Ensure proper storage, control, handling and disposal of hazardous or toxic substances

**Media/Arts/Graphics/Design Technician**

- Order materials and equipment and test equipment
- Demonstrate to staff and students knowledge regarding the use and care of equipment and materials and artistic techniques
- Develop policy and procedure regarding the use and care of equipment, including health and safety
- Evaluate and select equipment and make recommendations for purchase
- Prepare and conduct training classes and produce teaching aids for certain techniques and art/graphic procedures
- Manage and maintain specialist collections/research material
- Assist in the organisation and planning of excursions

**Library Technician**

- Prepare and conduct training classes for students and staff on the use of the automated library system, CD ROM, internet network and printed index resources
- Delivery orientation tours
- Manage and maintain specialist collections
- Supervise the operation of the library circulation system including the development of borrowing strategies
- Responsible for the Dewey Classification of library materials
- Liaise with Heads of Faculty re curriculum requirements and support
- Liaise with outside bodies regarding the access to and use of library materials
- Participate in library policy development, library planning and library budget recommendations
- Responsibility for maintenance, storage and copyright issues re computer hardware and software.

## **23. Minimum College Assistant salaries**

### **23.1 College Assistants specifically engaged as science laboratory assistants and technicians, media/art/graphic/design assistants and technicians by the College**

<b>Level and Steps</b>	<b>Old EBA (2011 rates)</b>	<b>Salary effective 1 February 2012 for the 2012 College Year</b>	<b>Salary effective 1 February 2013 for the 2013 College Year</b>	<b>Salary effective 1 February 2014 for the 2014 College Year</b>
		<b>3.5% increase</b>	<b>3.5% increase</b>	<b>3.5% increase</b>
	\$	\$	\$	\$
1.1	34,323	35,524	36,768	38,055
1.2	36,472	37,749	39,070	40,437
1.3	38,574	39,924	41,321	42,768
2.1	40,696	42,120	43,595	45,120
2.2	42,819	44,318	45,869	47,474
2.3	46,001	47,611	49,277	51,002
3.1	47,277	48,932	50,644	52,417
3.2	49,845	51,590	53,395	55,264
3.3	52,392	54,226	56,124	58,088
4.1	53,677	55,556	57,500	59,513
4.2	54,953	56,876	58,867	60,927
4.3	56,228	58,196	60,233	62,341

**23.2 College Assistants specifically engaged as library assistants and library technicians by the College**

Level and Steps	Old EBA (2011 rates)	Salary effective 1 February 2012 for the 2012 College Year	Salary effective 1 February 2013 for the 2013 College Year	Salary effective 1 February 2013 for the 2014 College Year
		3.5% increase	3.5% increase	3.5% increase
	\$	\$	\$	\$
1.1	37,183	38,484	39,831	41,225
1.2	39,513	40,896	42,327	43,809
1.3	41,789	43,252	44,765	46,332
2.1	44,088	45,631	47,228	48,881
2.2	46,387	48,011	49,691	51,430
2.3	49,834	51,578	53,383	55,252
3.1	51,216	53,009	54,864	56,784
3.2	53,999	55,889	57,845	59,870
3.3	56,758	58,745	60,801	62,929
4.1	58,149	60,184	62,291	64,471
4.2	59,531	61,615	63,771	66,003
4.3	60,915	63,047	65,254	67,538

**23.3** A College Assistant will generally commence work on the lowest Step within the Classification Level dependent upon their skills and experience and will be eligible for movement to the next Step in that Level on completion of years of service and satisfactory performance of their duties.

**23.4** The weekly rate of pay College Assistants will be determined by dividing the annual rate by 52.00.

**23.5 Part-time College Assistants**

A part-time employee will be paid pro rata, at the same rate as a full-time employee in the same classification.

**23.6 Casual College Assistants**

The hourly salary payable to a casual College Assistant will be 1/38 of the weekly amount (or relevantly 1/76 of the fortnightly amount) for a full-time employee in the same classification multiplied by 125%.

**24. Allowances for College Assistants**

**24.1 Meal Allowance**

The College will supply a college assistant with a meal or a meal allowance of \$20.00 should it require the college assistant to remain at work continuously until after 6.00pm on any day.

An exception to this is that the College need not provide a meal if a college assistant can reasonably return home for meals.

## **24.2 First aid allowance**

### **(a) Application**

An employee who is designated by the College to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of 1.65% of the Standard Rate per annum.

### **(b) Excluded employees**

This allowance does not apply to:

- (i) a nurse;
- (ii) an employee employed exclusively as a first aid officer; or
- (iii) an employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

### **(c) Allowance to be subsumed into over-Award payments**

Any allowance payable under this clause will be subsumed into the over-Award payments made in **clause 23** of this Agreement.

## **24.3 On call and recall allowance**

### **(a) On call allowance**

An on call allowance will be paid to an employee who is required by the College to hold themselves available to be recalled to work. The employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the employee is required to be on call.

### **(b) Recall allowance**

An employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

## **24.4 Uniform/protective clothing allowance**

### **(a) Where the College requires an employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the employee's duties, the College will:**

- (i) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (ii) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or

- (iii) reimburse the employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the College does not launder the items.

#### **24.5 Vehicle allowance**

An employee required by the College to use the employee's motor vehicle in the performance of duties will be paid the following allowances:

- (a) **Motor car**

\$0.74 per kilometre with a maximum payment as for 400 kilometres per week.

- (b) **Motorcycle**

\$0.25 per kilometre with a maximum payment as for 400 kilometres per week.

#### **24.6 Higher duties allowance**

- (a) The College may direct that a College Assistant temporarily performs duties applicable to a classification higher than that of such College Assistant.
- (b) Where a College Assistant performs such duties for more than one week and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, that College Assistant will be paid the rate of pay applicable to the higher classification for the whole period during which the said duties are performed.

### **25. Accident compensation and accident make-up pay**

Where an employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Accident Compensation Act 1985 (Vic), the College 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 College.

### **26. Payment of salary**

- 26.1 All monies payable will be paid once each fortnight.
- 26.2 The College will pay wages and allowances by direct transfer into an Australian bank account. The employee must nominate the financial institution and the account.

### **27. Superannuation**

- 27.1 The College shall continue to make employer superannuation contributions equivalent to not less than 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the employee. Each employee shall be provided with a superannuation choice form upon commencement. Should the employee not nominate a complying

superannuation fund for this purpose, the contribution will be made to UniSuper, being the College's current default Superannuation Fund.

## **27.2 College contributions**

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

## **27.3 Voluntary employee contributions**

- (a)** Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the College to pay on behalf of the employee a specified amount from either the pre-taxation or the post-taxation wages of the employee into the same superannuation fund as the College makes the superannuation contributions provided for in **clause 27.1**.
- (b)** An employee may adjust the amount the employee has authorised the College to pay from the wages of the employee from the first of the month following the giving of three months' written notice to the College.
- (c)** The College must pay the amount authorised under **sub-clauses (a) and (b)** no later than 28 days after the end of the month in which the deduction authorised under **sub-clauses (a) and (b)** was made.

## **27.4 Remuneration Packaging**

- (a)** An employee may request a salary package whereby a portion of the employee's salary is sacrificed by way of provision of a contribution to superannuation or purchase of a laptop computer or other such beneficial item as agreed by the College.
- (b)** Any such request and acceptance by the employer must be made in writing, signed by the employee and the College, and will include a provision for such arrangements to be altered only once per year.
- (c)** Employees should seek independent financial advice before entering into or altering their remuneration packaging arrangements.
- (d)** Notwithstanding any salary sacrifice arrangement entered into in accordance with this clause, an employee will have the College's superannuation contribution calculated on their salary applying before the employee entered into the salary sacrifice arrangement.
- (e)** The maximum cost to the College, including Fringe Benefits Tax (FBT) must not be greater than the amount the employee would have been paid otherwise. Should a FBT liability exceed the deduction from the employee's pay, the employee is liable for this cost and authorises the employer to deduct such amounts from the employee's pay.

## **Part 5—Hours of Work and Related Matters**

### **28. Ordinary hours of work and reasonable additional hours for Teachers, Teacher Librarians and Student Welfare Counsellors**

#### **28.1 Teachers**

The hours of work for teachers shall consist of an average of 38 hours per week averaged over Term Weeks plus reasonable additional hours.

#### **28.2 Teacher Librarians and Student Welfare Counsellors**

The ordinary hours of work for a full-time teacher librarian and student welfare counsellors, will be thirty-eight (38) hours per week excluding meal breaks plus reasonable additional hours. Full-time teacher librarian and student welfare counsellors will be scheduled to work no longer than seven hours thirty-six minutes (7.6 ordinary hours), excluding a meal break, on anyone day except by mutual agreement.

#### **28.3 Reasonable additional hours**

In determining whether additional hours that an employee is required or requested by the College to work are reasonable additional hours, all relevant factors must be taken into account including, but not limited to, the following:

- (a) Any commitments to reasonable additional hours created by this Agreement;
- (b) any risk to employee health and safety from working the additional hours;
- (c) the employee's personal circumstances, including family responsibilities;
- (d) the needs of the workplace or enterprise in which the employee is employed;
- (e) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (f) any notice given by the College of any request or requirement to work the additional hours;
- (g) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (h) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (i) the nature of the employee's role, and the employee's level of responsibility;
- (j) any other relevant matter.

#### **28.4 Notice of attendance requirements**

The College will provide written notice of when Teachers, the Teacher Librarian and Student Welfare Counsellors are required to attend the College, at least six months in advance of the requirement to attend.



**28.5** The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of Teachers', the Teacher Librarian and Student Welfare Counsellors' entitlements for the College Year or a proportion of the College Year (if they work only part of a College Year). Teachers and Student Welfare Counsellors' absences from College during Non-term Weeks are deemed to include their entitlement to annual leave.

**28.6 Attendance days for Teachers, Teacher Librarian and Student Welfare Counsellors**

- (a) The maximum number of weeks that Teachers (except the Teacher Librarian) and Student Welfare Counsellors will be required to attend during Term Weeks will be up to 41 weeks (being 205 days) in each College Year ("**Attendance Days**").
- (b) The following circumstances are included when calculating Attendance Days:
  - (i) co-curricular activities that are conducted on a weekend;
  - (ii) when a Teacher appointed to a leadership position is performing duties in Non-term Weeks that are directly associated with the leadership position; and
  - (iii) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the College community, in which a Teacher may be recalled to perform duties relating to their position.
- (c) The Teacher Librarian will be required to attend for 44 weeks in each College Year.

**28.7 Spread of Hours for Teachers**

Teaching duties including extra-curricular, pastoral care, extras and co-curricular activities will be conducted between the hours of 8.00am and 9.00pm Monday to Friday during Term Weeks – except as otherwise agreed by the College and the Teacher.

It is the College's expectation that Teachers be on Campus for all scheduled duties.

**28.8** A full time teaching load will be four (4) "Units of Study" entailing a maximum of 20 "face to face" teaching hours per week. Face to face teaching will include timetabled classes and study support scheduled over a period not exceeding eight (8) consecutive hours in any one day from the commencement of the first scheduled class or study support for that Teacher, except by mutual agreement between the College and the Teacher.

Units of Study will be either a term or semester in length.

For the purpose of this clause:

- (a) A Unit of Study is a component of a "Study";
- (b) A "Study" is a "Subject" available in Year 10, 11, 12 or Foundation.
- (c) "Subjects" are defined for Years 10, 11 and 12 by the VCAA. For Foundation, Subjects are defined by the university with which the program is licenced.

- 28.9** Teachers extra-curricular, pastoral care and co-curricular activities and duties will not exceed 100 hours per year.
- 28.10** Part time Teachers will undertake the duties normally expected of full time Teachers on a pro rata basis.

## **29. Ordinary hours of work for College Assistants**

### **29.1 Ordinary hours of work**

- (a) The ordinary working hours for full-time College Assistants will not exceed an average of 38 hours per week to be worked on an average of 76 hours over a work cycle not exceeding 14 consecutive days, plus reasonable additional hours.

The principles set out in **clause 28.3** in respect of “reasonable additional hours” will apply to College Assistants.

- (b) Full-time or part-time College Assistants must not work more than 7.6 hours in any one day, except by mutual agreement and in accordance with this Agreement.
- (c) The spread of hours of work for College Assistants are from Monday to Friday (inclusive) between 8.00am and 9.00pm – unless otherwise agreed by the College and an employee but no greater than this span of hours.

## **30. Overtime for College Assistants**

### **30.1 Overtime**

A College Assistant will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours.

(a) **College Assistants working overtime:**

- (i) within their spread of hours of work as described in **clause 29.1**, but in excess of 7.6 working hours in a particular day.; or
- (ii) outside of the hours fixed in **clause 29.1**;

must be paid at the following rates -

<b>Time worked</b>	<b>Overtime rate</b>
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay thereafter
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay thereafter
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

- (b) A College Assistant whose ordinary hours of work are 38 worked between Monday and Friday must be paid a minimum of three hours at overtime rates for work performed on a Saturday.

### **30.2 Time off instead of overtime payment**

- (a) Where a College Assistant and the College agree the College Assistant may be compensated for the hours worked in excess of their ordinary stipulated hours on the basis of one hour for each hour worked.
- (b) A College Assistant is entitled to take time off instead of overtime payment in the next pay period following accrual or otherwise as mutually agreed with the College.
- (c) Where time off instead of overtime payment is not taken within four weeks of accrual, at the request of the College Assistants, the College must pay the accrued time at the relevant overtime rate.

### **31. Breaks**

All employees will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.

Employees will be entitled to two tea breaks of not less than 10 minutes away from their work station – one morning break and one afternoon break. These may be combined into one morning recess break of 20 minutes.

### **32. Rostered days off for College Assistants**

The College and a College Assistant may agree that the ordinary hours of work for a Full Time College Assistant provided by clause 29 can be worked over 19 days in each four week period, in which case the following provisions will apply.

- 32.1** The College Assistant will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 32.2** An College Assistant will accrue 24 minutes for each eight hour day worked to give the College Assistant an entitlement to take rostered days off.
- 32.3** Each day of paid leave taken by a College Assistant (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 32.2.
- 32.4** Rostered days off will not be regarded as part of a College Assistant's annual leave for any purpose.
- 32.5** A College Assistant will not be entitled to more than 12 rostered days off in any College Year.
- 32.6** A College Assistant is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the College Assistant has accrued in accordance with **clause 32.2**.
- 32.7** A College Assistant whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the College Assistant has accrued in accordance with **clause 32.2**.
- 32.8** Rostered days off will be determined by mutual agreement between the College and the College Assistant, having regard to the College's needs.

- 32.9** A College Assistant will be advised by the employer at least four weeks in advance of the day on which the College Assistant is to be rostered off duty.

## **Part 6—Leave and Public Holidays**

### **33. Annual leave**

- 33.1** A College employee will be deemed to have taken all accrued annual leave during Non-term Weeks.

- 33.2** Non-term weeks will be paid on the normal fortnightly pay-cycle.

### **34. Pro rata payment of salary inclusive of annual leave**

- 34.1** The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro rata salary where an employee's employment ceases; or
- (b) in the calculation of payment in regard to pro rata salary if:
  - (i) an employee commenced employment after the College service date;
  - (ii) an employee has taken leave without pay of more than two term weeks since the College service date; or
  - (iii) the hours which an employee has worked at the College have varied since the College service date.

#### **34.2 Calculation of payments:**

- (a) An employee who has not worked the full College Year shall be paid the non-term weeks in pro-rata as follows;

##### **Calculation of payments**

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

P is the payment due

s is the total salary paid in respect of term weeks, or part thereof, since the commencement of the College Year or the commencement date of employment in circumstances where the employee has been employed by the College since the commencement of the College Year.

b is the number of term weeks, or part thereof in the College Year

c is the number of non-term weeks, or part thereof, in the College Year

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the commencement of the College Year or the commencement date of employment in circumstances where the employee has been employed by the College since the commencement of the College Year

- (b) For the purpose of this clause, “worked” includes an employee on approved personal/carers leave, jury duty or Long Service Leave. Leave without Pay approved by the College exceeding two term weeks in any year, and paid parental and unpaid parental leave will not count towards service.

**34.3** For the purpose of this clause **employee** means an employee other than a casual employee.

#### **34.4 Termination of employment**

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

### **35. Annual leave loading**

**35.1** An employee who has served throughout the College Year is entitled to a leave loading of 17.5% on four weeks’ annual leave. The loading will be paid:

- (a) In the second pay period in December each year; or
- (b) on a full pro-rata basis on the termination of employment by either party.

**35.2** Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{Term Weeks worked by the employee in that College Year}}{\text{Total term weeks in that College Year}}$$

Total term weeks in that College Year

For example, in the case of an employee with a weekly salary of \$1000 on termination of employment (or at the end of the final Term Week in the College Year) who was employed at the College for 20 of 41 Term Weeks in that College Year, the calculation will be as follows:

$$\text{\$1000} \times 4 \times 17.5\% = \text{\$700}$$

$$\text{\$700} \times 20/41 = \text{\$341.46}$$

### **36. Personal Leave and Infectious Diseases Leave**

#### **36.1 Definition of personal leave**

For the purposes of this clause, “personal leave” means an absence from work:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) 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:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

**36.2** All full time employees are entitled to 15 days personal leave per annum.

**36.3** A part-time employee's entitlement to personal leave will be calculated as a proportion of the entitlement for a full-time employee.

**36.4** Personal leave accrues as follows:

- (a) In the first year of service, six days during the first term worked and thereafter, an additional three days at the commencement of each subsequent school term;
- (b) In the second and each subsequent year of service, fifteen days at the commencement of that year;
- (c) Unused personal leave accrues from year to year but there is no entitlement to payment of unused personal leave on termination of employment.

**36.5 Evidence supporting claim**

An employee is entitled to personal / carer's leave provided that

- (a) the College may require an employee to produce a medical certificate or other evidence satisfactory to the College for any absence of more than two consecutive days or on a day in which a graduation or parent teacher interviews are held;
- (b) if so required by the College, the employee provides a medical certificate or other evidence satisfactory to the College for any absence continuous with a holiday to which the employee is entitled and which would not otherwise require the production of a certificate;
- (c) if required by the College the employee produces a medical certificate or other evidence satisfactory to the College where the number of days of paid personal / carer's leave already taken without the production of a medical certificate or other evidence satisfactory to College exceeds five days in the one College Year.

**36.6 Infectious diseases leave**

- (a) An employee who is suffering from one of the infectious diseases known as:
  - (i) German measles,
  - (ii) Chickenpox,
  - (iii) Measles,
  - (iv) Mumps,
  - (v) Scarlet fever,
  - (vi) Whooping cough,
  - (vii) Rheumatic fever, or
  - (viii) Hepatitis, or
  - (ix) Any infectious disease as advised by the Health Department

and the Campus Director is satisfied on medical advice that the disease may spread to students through contact at the College and the disease is evident in

the College, the employee will be granted special leave without deduction of pay.

- (b) The employee must produce a medical certificate which specifically names the disease.

### **37. Compassionate leave**

#### **37.1 Paid leave entitlement**

An employee is entitled to up to three days' paid compassionate leave on each occasion on which a member of the employee's Immediate Family or household dies or suffers a life threatening illness or injury.

#### **37.2 Unpaid leave entitlement**

If required in addition to their paid compassionate leave, employees are entitled to take unpaid compassionate leave by written agreement with the Campus Director. In the absence of agreement, the employee is entitled to take up to three days' unpaid leave.

- 37.3 Employees are entitled to access paid carers leave of up to two (2) weeks to care for and support a member of the employee's household or immediate family who is terminally ill.

- 37.4 A further three (3) months of unpaid leave can be accessed by the employee to continue such care and support if necessary.

- 37.5 The Campus Director may request a doctor's certificate indicating the terminal nature of the illness.

### **38. Long Service Leave**

- 38.1 An employee is entitled to long service leave in accordance with the *Long Service Leave Act 1992 (Vic.)*, as amended from time to time. This Agreement will prevail over that Act in the event of any inconsistency.

- 38.2 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 take pro-rata long service leave after seven years of continuous service.

- 38.3 After completion of the initial 10 years of service with the College, an employee is entitled to an additional 1.3 weeks' long service leave for each year's continuous employment with the College.

- 38.4 Accrued long service leave will be paid to the employee where the employee's employment is terminated for any reason after seven years of continuous employment.

- 38.5 Accrued Long Service Leave will be paid in lieu to an employee's personal representative where the employee dies at any point during the employment with Long Service Leave entitlements accrued but not yet taken.

- 38.6 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 Standard Rate of remuneration.

- 38.7** An employee whose time fraction has varied during service is paid a proportionate rate determined by calculating an average of the employee's time fractions over the period of Continuous Service for the preceding 12 months or five years, whichever average hours are greater.
- 38.8** Subject to the production of a supporting medical certificate, an employee who becomes ill whilst on long service leave is entitled to have the period of illness treated as personal leave but only to the extent that the employee is entitled to personal leave.
- 38.9** The employee's long service leave will be extended by the period of illness unless the College and the employee agree that the employee will return from long service leave as planned with the period of illness increasing the employee's accrued long service leave entitlement.
- 38.10** The Employee's application under **clause 38.8** must *as far as practicable*:
- (a) be received by the College during the period of illness or injury;
  - (b) be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
  - (c) 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.

## **39. Paid Parental Leave**

### **39.1 College Paid Parental Leave**

- (a) Paid parental leave for permanent, full or part time employees who have or will have the primary responsibility for the care of a child will be on paid leave for 14 weeks at the employees current rate of pay (excluding overtime and leadership allowances of less than 12 months standing) at the commencement of the period of paid parental leave.
- (b) Parents of adopted children are entitled to College paid parental leave.
- (c) Paid parental leave for partners is paid to partners of birth mothers for a period of five (5) working days and, can be taken within the first three (3) months of the birth or placement of a child. This leave can be taken in conjunction with other leave entitlements including the balance of entitlement to Unpaid Parental Leave or Annual Leave.
- (d) To be eligible for College paid parental leave, employees must be engaged on a permanent full time or part time basis with at least 12 months continuous service with the College. Provided that to be eligible for a second or subsequent payment the employee must return to service for a period of at least six months prior to commencing the second or subsequent period of paid leave.

### **39.2 Government Subsidised Paid Parental Leave**

The entitlements in this clause are in addition to any entitlements due to an employee under the *Paid Parental Leave Act 2010* (Cth). Employees are required to make applications directly to the relevant government office.



## **40. Unpaid Parental Leave**

**40.1** The NES provisions in respect of unpaid parental leave and flexible working arrangements will apply, with the enhancements set out in **clauses 40.2 to 40.5**. Sections 65-85 of the Act are set out in Schedule “A” and apply as terms of this Agreement.

**40.2** The initial 52 weeks unpaid parental leave created by s.70 of the Act may be extended once by the employee to a maximum of 104 weeks. Notice must be given to the College not less than 28 days before the proposed extension comes into effect and must also specify the amount of the extension. (This extension does not reduce the employee’s entitlement to seek a further extension under s.76 of the Act, which can be refused by the College on reasonable business grounds.)

**40.3** An employee may request a further extension of unpaid parental leave under s.76 of the Act. If they do so, the request must be in writing and given to the College 28 days before the end of the:

- (a) initial parental leave of up to 52 weeks provided under s.70 of the Act; or
- (b) extended parental leave (ie up to 104 weeks) referred to in **clause 39.2** above.

In respect of each request, the College may refuse the request on reasonable business grounds in accordance with s.76(5) of the Act.

**40.4** The total period of an employee’s absence on parental leave (including periods of paid parental leave and periods where the employee uses annual and long service leave) must not exceed 156 weeks.

**40.5** A part time Teacher, returning to work after a period of unpaid parental leave is entitled to return to the same fraction of full time hours.

## **41. Community service leave**

**41.1** Community service leave is provided for in the NES – it covers jury service, voluntary emergency management activity and other activity prescribed in Regulations to the Act.

**41.2** Employees are entitled to be absent from their employment for the time to engage in Community Service Activities recognised by the NES, reasonable travel time and reasonable rest time following the activity

### **41.3 Jury Service**

An employee required to attend for jury service for any period shall continue to be paid their usual salary for the period of jury service. To be entitled to payment the employee, if required by the College, must produce evidence of the amount of jury service pay the employee will receive or to which they are entitled. The employee must reimburse to the College the full amount of any jury service payments made to the employee. If such reimbursement is not made within a reasonable period the College may deduct payments from the employees pay to recover the amount owed.

## **42. Public holidays**

- 42.1** Employees are entitled to public holidays as specified in the NES and the *Public Holidays Act 1993* (Vic) and as gazetted by the Victorian Government from time to time without deduction of pay as follows:
- New Year's Day,
  - the Monday after 1 January (New Year's Day) when New Year's Day is a Saturday or Sunday
  - 26 January (Australia Day) or the Monday after Australia Day when Australia Day is a Saturday or Sunday;
  - Good Friday, Easter Saturday, Easter Monday,
  - Christmas Day or the Monday after Christmas Day when Christmas is a Saturday or the Tuesday after Christmas Day when Christmas Day is a Sunday
  - Boxing Day;
  - The Monday after 26 December (Boxing Day) when Boxing Day is a Saturday or the Tuesday after Boxing Day when Boxing Day is a Sunday.
  - the following days, as prescribed in Victoria: Anzac Day, Queen's Birthday and Labour Day; and
  - Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
- 42.2** By agreement between the College and the majority of employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 42.3** The College and an employee may agree to the employee taking another day as the public holiday in lieu of the specified day.
- 42.4** An agreement made in accordance with **clauses 42.2 or 42.3** must be recorded in writing and made available to every affected employee. Any such agreement must be recorded in the time and wages records kept by the College.

## **Part 7—Miscellaneous**

### **43. Class Size Management**

- 43.1** Except for English classes, which will total 21 students, nominal class sizes will be 26 students. However, it is acknowledged that these limits are not always achievable in the early stages of an intake and that the College will endeavour to reduce classes in excess within two weeks from the commencement of that class.
- 43.2** Where there are class sizes in excess of 26 students, the class arrangements shall be the subject of a timely collaborative and consultative process with staff in accordance with the consultative principles contained in this Agreement. Notwithstanding this consultation process, nothing shall prevent the College from enrolling 22 students in English classes and 27 students in any other classes on a temporary basis.
- 43.3** In exceptional circumstances and following the consultation process contained within this Agreement, the Campus Director and an individual Teacher may agree to have more students in their class for a specified period by mutual consent.
- 43.4 Specialist classes**
- Where health and safety guidelines apply to class sizes, the College shall not exceed the sizes set out in those guidelines.

#### **44. Professional Development**

- 44.1** All Teachers employed to teach at the College must obtain and maintain appropriate registration as a teacher with the Victorian Institute of Teaching (VIT).
- 44.2** All other employees covered by this Agreement are required to maintain current Working with Children checks.
- 44.3** In conjunction with the Standards of Professional Practice as defined by the Victorian Institute of teaching and in line with the Teaching for Learning priorities of the College and Occupational Health and Safety Requirements of schools, the College will provide professional development opportunities for all employees of this Agreement.
- 44.4** All employees must submit a three year professional development plan annually and undertake a review of their professional learning. The development plans for Teachers must be in line with VIT re-registration requirements.
- 44.5** Professional Development activities will take place in both Term Weeks and Non-term Weeks.
- 44.6** Study Assistance for employees who undertake self-funded external courses of study approved in advance by the Campus Director will be provided according to the Study Group Professional Development Policy. Enrolment and course fees, and any compulsory additional fees, will be paid upon supply of receipts, up to a maximum of \$1,500 per year on successful completion of the subject/module/course. In addition, one paid day per semester per subject will be granted for Examination Leave in an approved course of study. This time can be divided at the employee's discretion (with the approval of the relevant manager). It is intended to cover both actual examination time as well as pre-examination study. A Leave Application Form must be forwarded to the Campus Director as soon as the examination program is known.
- 44.7** 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.

#### **45. Due Process**

- 45.1** If the College is not satisfied with the performance of an employee, due process may commence.
- 45.2** Due process will commence with the College advising the employee in writing of:
- (a) the College's concerns with the employee's conduct, behaviour or performance;
  - (b) the time, date and place of the first due process meeting;
  - (c) the employee's rights to be accompanied by a representative of the employee's choice at all due process meetings, such representative will allow the employee to respond to the employers concerns;
  - (d) the College's right to terminate the employment should due process not resolve the College's concerns within a period agreed to by both parties at the first due process meeting.
- 45.3** Due process meetings will:

- (a) include discussion of the College's concerns with the employee's conduct or performance;
- (b) give the employee an opportunity to respond to the College's concerns;
- (c) give the employee a clear indication of the College's expectations;
- (d) establish the period to review the employee and the process for assessing the employee's performance during the period of review;
- (e) include discussion of any counselling, professional development or other assistance, where appropriate, available to the employee;
- (f) include documentation of the process;

**45.4** At the conclusion of due process the College will provide the employee with written notice of the outcome of due process and if the College's decision is to terminate the employment of an employee, the College must give notice in accordance with **clause 16** of this Agreement or make payment in lieu.

## **46. Job Share Arrangements**

**46.1** "Job share" is defined as a mode of employment where the duties, responsibilities and benefits of an employment classification contained in this Agreement are shared between two ongoing employees.

**46.2** A request may be made by an existing employee to share the position the employee is currently holding.

**46.3** The request must be made to the Campus Director and must identify the proposed division of the position.

**46.4** Before the request is accepted by the Campus Director, the Campus Director may instigate a trial of up to one month. If the request is accepted by the Campus Director;

- (a) The parties to the proposal must negotiate a mutually suitable division of the work and;
- (b) The residual position may be advertised or left unfilled.

**46.5** A job share position is not regarded as a fixed term arrangement but rather continues for an indefinite period.

**46.6** The salaries paid to job share participants shall be in accordance with the scale of salaries prescribed in this Agreement based on the percentage division of the work.

**46.7** Employees subject to any job share arrangement shall be entitled to pro rata benefits of such leave, public holidays and all other accrued benefits to fulltime employees based on the percentage division of the work.

**46.8** If a participating employee is unable to attend for duty because of illness, the other participant may be offered the day(s) work by the College. If the offer is accepted by the participant, the employee shall be paid at their normal ordinary hourly rate for the relevant period.

**46.9** Should either participating employee leave the employment of the College, the remaining employee may be offered the residue of employment. If this offer is not

accepted by the remaining participant, the residue of employment will be advertised by the College in the usual way either as a job share arrangement or a part time employment arrangement. In the latter case, the remaining participant will become a part time employee.

#### **47. Breakage and Loss**

A Teacher who takes reasonable care will not suffer any loss of income for any accidental breakage or loss of property which occurs in the normal course of the Teacher's duties.

#### **48. Protective Clothing**

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

## **49. Schedule “A”**

### **Division 4—Requests for flexible working arrangements**

#### **65 Requests for flexible working arrangements**

##### *Employee may request change in working arrangements*

- (1) An employee who is a parent, or has responsibility for the care, of a child may request the employer for a change in working arrangements to assist the employee to care for the child if the child:

- (a) is under school age; or
- (b) is under 18 and has a disability.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- (2) The employee is not entitled to make the request unless:
- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
  - (b) for a casual employee—the employee:
    - (i) is a long term casual employee of the employer immediately before making the request; and
    - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

##### *Formal requirements*

- (3) The request must:
- (a) be in writing; and
  - (b) set out details of the change sought and of the reasons for the change.

##### *Agreeing to the request*

- (4) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (5) The employer may refuse the request only on reasonable business grounds.

- (6) If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal.

## **66 State and Territory laws that are not excluded**

This Act is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to flexible working arrangements, to the extent that those entitlements are more beneficial to employees than the entitlements under this Division.

## **Division 5—Parental leave and related entitlements**

### **Subdivision A—General**

## **67 General rule—employee must have completed at least 12 months of service**

### *Employees other than casual employees*

- (1) An employee, other than a casual employee, is not entitled to leave under this Division (other than unpaid pre-adoption leave) unless the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date that applies under subsection (3).

### *Casual employees*

- (2) A casual employee, is not entitled to leave (other than unpaid pre-adoption leave) under this Division unless:
- (a) the employee is, or will be, a long term casual employee of the employer immediately before the date that applies under subsection (3); and
  - (b) but for:
    - (i) the birth or expected birth of the child; or
    - (ii) the placement or the expected placement of the child; or
    - (iii) if the employee is taking a period of unpaid parental leave that starts under subsection 71(6) or paragraph 72(3)(b) or 72(4)(b)—the taking of the leave;

the employee would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

### *Date at which employee must have completed 12 months of service*

- (3) For the purpose of subsections (1) and (2), the date that applies is:
- (a) unless paragraph (b) or (c) applies:

- (i) if the leave is birth-related leave—the date of birth, or the expected date of birth, of the child; or
- (ii) if the leave is adoption-related leave—the day of placement, or the expected day of placement, of the child; or
- (b) for an employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under subsection 71(6)—the date on which the employee's period of leave is to start; or
- (c) for a member of an employee couple taking a period of unpaid parental leave that is to start under paragraph 72(3)(b) or 72(4)(b) after the period of unpaid parental leave of the other member of the employee couple—the date on which the employee's period of leave is to start.

*Meaning of birth-related leave*

- (4) *Birth-related leave* means leave of either of the following kinds:
  - (a) unpaid parental leave taken in association with the birth of a child (see section 70);
  - (b) unpaid special maternity leave (see section 80).

*Meaning of adoption-related leave*

- (5) *Adoption-related leave* means leave of either of the following kinds:
  - (a) unpaid parental leave taken in association with the placement of a child for adoption (see section 70);
  - (b) unpaid pre-adoption leave (see section 85).

*Meaning of day of placement*

- (6) The *day of placement*, in relation to the adoption of a child by an employee, means the earlier of the following days:
  - (a) the day on which the employee first takes custody of the child for the adoption;
  - (b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

## **68 General rule for adoption-related leave—child must be under 16 etc.**

An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:

- (a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and



- (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
- (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

**69 Transfer of employment situations in which employee is entitled to continue on leave etc.**

(1) If:

- (a) there is a transfer of employment in relation to an employee; and
- (b) the employee has already started a period of leave under this Division when his or her employment with the first employer ends;

the employee is entitled to continue on that leave for the rest of that period.

(2) If:

- (a) there is a transfer of employment in relation to an employee; and
- (b) the employee has, in relation to the first employer, already taken a step that is required or permitted by a provision of this Division in relation to taking a period of leave;

the employee is taken to have taken the step in relation to the second employer.

Note: Steps covered by this subsection include (for example) giving the first employer notice under subsection 74(1), confirmation or advice under subsection 74(4) or evidence under subsection 74(5).

**Subdivision B—Parental leave**

**70 Entitlement to unpaid parental leave**

An employee is entitled to 12 months of unpaid parental leave if:

- (a) the leave is associated with:
  - (i) the birth of a child of the employee or the employee's spouse or de facto partner; or
  - (ii) the placement of a child with the employee for adoption; and
- (b) the employee has or will have a responsibility for the care of the child.

Note 1: Entitlement is also affected by section 67 (which deals with length of the employee's service) and, for adoption, section 68 (which deals with the age etc. of the adopted child).

Note 2: The 12 months is reduced by the amount of any unpaid special maternity leave the employee has taken (see subsection 80(7)).

## **71 The period of leave—other than for members of an employee couple who each intend to take leave**

### *Application of this section*

- (1) This section applies to an employee who intends to take unpaid parental leave if:
  - (a) the employee is not a member of an employee couple; or
  - (b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave.

### *Leave must be taken in single continuous period*

- (2) The employee must take the leave in a single continuous period.

Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).

### *When birth-related leave must start*

- (3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child.
- (4) If the leave is birth-related leave but subsection (3) does not apply, the period of leave must start on the date of birth of the child.

### *When adoption-related leave must start*

- (5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

### *Leave may start later for employees whose spouse or de facto partner is not an employee*

- (6) Despite subsections (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:
  - (a) the employee has a spouse or de facto partner who is not an employee; and
  - (b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

Note: An employee whose leave starts under subsection (6) is still entitled under section 76 to request an extension of the period of leave beyond his or her

available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see subsection 76(7)).

## **72 The period of leave—members of an employee couple who each intend to take leave**

### *Application of this section*

- (1) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.

### *Leave must be taken in single continuous period*

- (2) Each employee must take the leave in a single continuous period.

Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).

### *When birth-related leave must start*

- (3) If the leave is birth-related leave:
  - (a) one employee's period of leave must start first, in accordance with the following rules:
    - (i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child;
    - (ii) If subparagraph (i) does not apply—the period of leave must start on the date of birth of the child; and
  - (b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 75 or 76).

### *When adoption-related leave must start*

- (4) If the leave is adoption-related leave:
  - (a) one employee's period of leave must start on the day of placement of the child; and
  - (b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 75 or 76).

### *Limited entitlement to take concurrent leave*

- (5) If one of the employees takes a period (the *first employee's period of leave*) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the *concurrent leave*) during the first employee's period of leave, if the concurrent leave complies with the following requirements:
- (a) the concurrent leave must be for a period of 3 weeks or less;
  - (b) unless the employer agrees as referred to in paragraph (c), the concurrent leave must not start before, and must not end more than 3 weeks after:
    - (i) if the leave is birth-related leave—the date of birth of the child; or
    - (ii) if the leave is adoption-related leave—the day of placement of the child;
  - (c) if the employer agrees, the concurrent leave may (subject to paragraph (a)):
    - (i) start earlier than is permitted by paragraph (b); or
    - (ii) end up to 3 weeks later than is permitted by paragraph (b).
- (6) Concurrent leave taken by an employee:
- (a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (2)); and
  - (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsection (3) or (4)).

Note: The concurrent leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.

## **73 Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth**

*Employer may ask employee to provide a medical certificate*

- (1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 74) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):
- (a) a statement of whether the employee is fit for work;
  - (b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:

- (i) illness, or risks, arising out of the employee's pregnancy; or
- (ii) hazards connected with the position.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

*Employer may require employee to take unpaid parental leave*

- (2) The employer may require the employee to take a period of unpaid parental leave (the *period of leave*) as soon as practicable if:
  - (a) the employee does not give the employer the requested certificate within 7 days after the request; or
  - (b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or
  - (c) the following subparagraphs are satisfied:
    - (i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (1)(b)(i) or (ii);
    - (ii) section 81 does not apply to the employee.

Note: If the medical certificate contains a statement as referred to in subparagraph (c)(i) and section 81 applies to the employee, the employee is entitled under that section to be transferred to a safe job, or to paid no safe job leave.

*When the period of leave must end*

- (3) The period of leave must not end later than the earlier of the following:
  - (a) the end of the pregnancy;
  - (b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

*Special rules about the period of leave*

- (4) The period of leave:
  - (a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 71(2) or 72(2)); and
  - (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsections 71(3) and (6), or subsection 72(3)).

Note: The period of leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.

- (5) The employee is not required to comply with section 74 in relation to the period of leave.

## **74 Notice and evidence requirements**

### *Notice*

- (1) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 71 or 72 by the employee.
- (2) The notice must be given to the employer:
- (a) at least 10 weeks before starting the leave; or
  - (b) if that is not practicable—as soon as practicable (which may be a time after the leave has started).
- (3) The notice must specify the intended start and end dates of the leave.

### *Confirmation or change of intended start and end dates*

- (4) At least 4 weeks before the intended start date specified in the notice given under subsection (1), the employee must:
- (a) confirm the intended start and end dates of the leave; or
  - (b) advise the employer of any changes to the intended start and end dates of the leave;
- unless it is not practicable to do so.

### *Evidence*

- (5) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:
- (a) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or
  - (b) if the leave is adoption-related leave:
    - (i) of the day of placement, or the expected day of placement, of the child; and
    - (ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.
- (6) Without limiting subsection (5), an employer may require the evidence referred to in paragraph (5)(a) to be a medical certificate.

## *Compliance*

- (7) An employee is not entitled to take unpaid parental leave under section 71 or 72 unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

## **75 Extending period of unpaid parental leave—extending to use more of available parental leave period**

### *Application of this section*

- (1) This section applies if:
- (a) an employee has, in accordance with section 74, given notice of the taking of a period of unpaid parental leave (the *original leave period*); and
  - (b) the original leave period is less than the employee's available parental leave period; and
  - (c) the original leave period has started.
- (2) The employee's *available parental leave period* is 12 months, less any periods of the following kinds:
- (a) a period of concurrent leave that the employee has taken in accordance with subsection 72(5);
  - (b) a period of unpaid parental leave that the employee has been required to take under subsection 73(2) or 82(2);
  - (c) a period by which the employee's entitlement to unpaid parental leave is reduced under paragraph 76(6)(c);
  - (d) a period of special maternity leave that the employee has taken.

### *First extension by giving notice to employer*

- (3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
- (4) Only one extension is permitted under subsection (3).

### *Further extensions by agreement with employer*

- (5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.

### *No entitlement to extension beyond available parental leave period*

- (6) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee's available parental leave period.

## **76 Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period**

### *Employee may request further period of leave*

- (1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

### *Making the request*

- (2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

### *Agreeing to the requested extension*

- (3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (4) The employer may refuse the request only on reasonable business grounds.
- (5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.

### *Special rules for employee couples*

- (6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:
- (a) the request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 70 in relation to the child is reduced by the period of the extension.

### *No extension beyond 24 months after birth or placement*



- (7) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

## **77 Reducing period of unpaid parental leave**

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

## **78 Employee who ceases to have responsibility for care of child**

- (1) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.
- (2) The employer may give the employee written notice requiring the employee to return to work on a specified day.
- (3) The specified day:
  - (a) must be at least 4 weeks after the notice is given to the employee; and
  - (b) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.
- (4) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

## **79 Interaction with paid leave**

- (1) This Subdivision (except for subsections (2) and (3)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.

- (2) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- (3) An employee is not entitled to any payment under Division 8 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.

## **Subdivision C—Other entitlements**

### **80 Unpaid special maternity leave**

*Entitlement to unpaid special maternity leave*

- (1) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:
  - (a) she has a pregnancy-related illness; or
  - (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

Note: Entitlement is also affected by section 67 (which deals with the length of the employee's service).

*Notice and evidence*

- (2) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.
- (3) The notice:
  - (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
  - (b) must advise the employer of the period, or expected period, of the leave.
- (4) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (1).
- (5) Without limiting subsection (4), an employer may require the evidence referred to in that subsection to be a medical certificate.
- (6) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (2) to (4).

*Taking of special maternity leave reduces entitlement to unpaid parental leave*

- (7) A female employee's entitlement to 12 months of unpaid parental leave associated with the birth of a child (see section 70) is reduced by the amount of any unpaid special maternity leave taken by the employee while she was pregnant.

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

## **81 Transfer to a safe job**

*Application of this section*

- (1) This section applies to a pregnant employee if:
  - (a) she is entitled to unpaid parental leave; and

- (b) she has already complied with the notice and evidence requirements of section 74 for taking unpaid parental leave; and
- (c) she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the *risk period*) because of:
  - (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

- (2) Without limiting paragraph (1)(c), an employer may require the evidence referred to in that paragraph to be a medical certificate.

*Employee entitled to appropriate safe job or paid no safe job leave during risk period*

- (3) If this section applies to an employee:
  - (a) if there is an appropriate safe job available—the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment; or
  - (b) if there is no appropriate safe job available—the employee is entitled to take paid no safe job leave for the risk period.
- (4) An *appropriate safe job* is a safe job that has:
  - (a) the same ordinary hours of work as the employee's present position; or
  - (b) a different number of ordinary hours agreed to by the employee.

*Payment to employee if transferred to appropriate safe job*

- (5) Without limiting paragraph (3)(a), if the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

*Payment to employee if on paid no safe job leave*

- (6) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.

*Risk period ends if pregnancy ends*

- (7) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

## **82 Employee on paid no safe job leave may be asked to provide a further medical certificate**

*Employer may ask employee to provide a medical certificate*

- (1) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

*Employer may require employee to take unpaid parental leave*

- (2) The employer may require the employee to take a period of unpaid parental leave (the *period of leave*) as soon as practicable if:
  - (a) the employee does not give the employer the requested certificate within 7 days after the request; or
  - (b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.

*Entitlement to paid no safe job leave ends*

- (3) When the period of leave starts, the employee's entitlement to paid no safe job leave ends.

*When the period of leave must end etc.*

- (4) Subsections 73(3), (4) and (5) apply to the period of leave.

## **83 Consultation with employee on unpaid parental leave**

- (1) If:
  - (a) an employee is on unpaid parental leave; and
  - (b) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;

the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

- (2) The employee's *pre-parental leave position* is:
  - (a) unless paragraph (b) applies, the position the employee held before starting the unpaid parental leave; or
  - (b) if, before starting the unpaid parental leave, the employee:
    - (i) was transferred to a safe job because of her pregnancy; or

- (ii) reduced her working hours due to her pregnancy;

the position the employee held immediately before that transfer or reduction.

## **84 Return to work guarantee**

On ending unpaid parental leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave position; or
- (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

## **85 Unpaid pre-adoption leave**

### *Entitlement to unpaid pre-adoption leave*

- (1) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.

Note: Entitlement is also affected by section 68 (which deals with the age etc. of the adopted child).

- (2) However, an employee is not entitled to take a period of unpaid pre-adoption leave if:
  - (a) the employee could instead take some other form of leave; and
  - (b) the employer directs the employee to take that other form of leave.
- (3) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:
  - (a) a single continuous period of up to 2 days; or
  - (b) any separate periods to which the employee and the employer agree.

### *Notice and evidence*

- (4) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.
- (5) The notice:
  - (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
  - (b) must advise the employer of the period, or expected period, of the leave.

- (6) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (1).
- (7) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (4) to (6).

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

**50. Signatory Page**

**Agreement Signed by MARGARET DAWSON for Study Group Australia Pty Limited (ABN 88070919327) and Taylors Institute of Advanced Studies Limited (ABN 41 005 432 155) trading as TAYLORS SENIOR COLLEGE MELBOURNE in the presence of:**



Witness Signature

Polly Pedrazzini

Print Name



MARGARET DAWSON

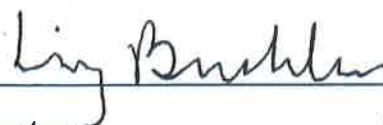
**Agreement Signed by [LIZ BUCKLEY] for the INDEPENDENT EDUCATION UNION in the presence of:**



Witness Signature

Polly Pedrazzini

Print Name



Signature

Liz Buckley

[NAME]