



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mount Scopus Memorial College
(AG2013/10025)

MOUNT SCOPUS MEMORIAL COLLEGE AND GANDEL BESEN HOUSE SCHOOL ASSISTANTS STAFF AGREEMENT 2013

Educational services

COMMISSIONER BISSETT

MELBOURNE, 25 NOVEMBER 2013

Application for approval of the Mount Scopus Memorial College and Gandel Besen House School Assistants Staff Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Mount Scopus Memorial College and Gandel Besen House School Assistants Staff Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Mount Scopus Memorial College. 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 as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia, Victoria Tasmania Branch, 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. In accordance with s.54 of the Act it will operate from 2 December 2013. The nominal expiry date of the Agreement is 1 December 2017.



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Mount Scopus Memorial College

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MOUNT SCOPUS MEMORIAL COLLEGE

AND

GANDEL BESEN HOUSE

SCHOOL ASSISTANTS STAFF

AGREEMENT

2013

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the *Mount Scopus Memorial College and Gandel Besen House School Assistants Staff Agreement 2013* (the Agreement) and is a single enterprise agreement made pursuant to s. 172 (2) of the *Fair Work Act 2009* (Cth.) (the Act).

2 ARRANGEMENT

This Agreement is arranged as follows.

<u>Part Title</u>	<u>Part Number</u>	<u>Clause Numbers</u>
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Consultation and Dispute Resolution	2	9 - 11
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Schedule Title

Schedule Number

School Assistants

Classification Structure (School Assistants)	2A
Salaries (School Assistants with Paid School Holidays)	2B
Salaries (School Assistants with four weeks Annual Leave)	2C
Additional Hours	2C
Overtime	2C

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

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

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

4 COVERAGE

4.1 This Agreement covers:

- i. the Employer; and
- ii. School Assistants;

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

5 RELATIONSHIP TO AWARDS

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

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6. No EXTRA CLAIMS

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

7. NATIONAL EMPLOYMENT STANDARDS

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

8 DEFINITIONS

Accident Compensation Act	means the <i>Accident Compensation Act 1985</i> (Vic) or its successor(s)
Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Award	means the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor(s)
Casual Employee	means an Employee employed pursuant to cl.12 of this Agreement
College	means Mount Scopus Memorial College [ACN 007 240 146]
Continuous Service	means for the purpose of redundancy only, continuity of service includes all service for which paid leave is applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer's leave and bereavement leave) non term time, long service leave, examination leave, qualification conferral leave and leave during which accident make up pay payments are being received by the School Assistant. Periods of unpaid leave are not included, except at the discretion of the employer
Employee	means a person covered by this Agreement
Employer	means Mount Scopus Memorial College [ACN 007 240 146] and Gandel Besen House ABN 56 007 240 137 deemed a single employer.
Fixed Term Employee	means an Employee employed pursuant to cl.12 of this Agreement
Full Time Employee	means an Employee employed pursuant to cl.12 of this Agreement.
FWC	means the Fair Work Commission or its successor(s)
Immediate Family	means <ul style="list-style-type: none">spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide

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	<p>domestic basis, although not legally married to the Employee (whether the Employee and the person are of the same or different sexes); and</p> <ul style="list-style-type: none"> • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee or spouse of the Employee.
LSL Act	means the <i>Long Service Leave Act 1992</i> (Vic) or its successor(s)
NES	means the National Employment Standards as contained in Part 2-2 of the Act
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to cl.12 of this Agreement
Principal	means the Principal of Mount Scopus Memorial College or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Practitioners Regulation National Law (Victoria) Act 2009</i> (Vic.)
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia.
School	Mount Scopus Memorial College [ACN 007 240 146] trading as Mount Scopus Memorial College
School Assistant	means a person who is ancillary to the teaching process and includes the classification of persons as outlined in Schedule A.
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year as deemed by the school
Standard rate of pay.	means the annual salary applicable under Schedule 2B and 2C

PART 2 CONSULTATION AND DISPUTE RESOLUTION

9 AGREEMENT FLEXIBILITY

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

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) allowances;

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- (iii) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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

- (a) are about permitted matters under s.172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (d) The employee is entitled to a representative of his /her choice for the purposes of negotiating a flexibility agreement under this clause.

9.3 The Employer must ensure that the individual flexibility arrangement:

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

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

9.5 The Employer or employee may terminate the individual flexibility arrangement:

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

10 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

10.1 The provisions of this clause apply where:

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

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

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

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10.4 If:

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

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

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

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

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

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

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

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

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

11 DISPUTE RESOLUTION PROCEDURE

11.1 If a dispute relates to:

- (a) a matter arising under the Agreement, or

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(b) the NES,

this clause sets out procedures to settle the dispute.

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

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

11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

11.5 The FWC may deal with the dispute in two stages:

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

(b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

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

(a) the parties must continue to perform work as they would have performed work prior to the dispute arising unless either party has a reasonable concern about an imminent risk to health or safety;

(b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) the *Occupational Health and Safety Act 2004* (Vic.) would not permit the work to be performed; or

(iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

PART 3 TYPES OF EMPLOYMENT AND RELATED MATTERS

12 MODES OF EMPLOYMENT

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

12.1 Full Time Employees

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

12.2 Part Time Employee

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

12.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time employee, the Employer will set out in writing the duties within a Job Description and number of hours required to be undertaken.

12.2.3 A Part Time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full Time Employee and is entitled to all entitlements on a pro rata basis on the specified hours of work.

12.3 Fixed Term Employee

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

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation; or
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

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

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

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

12.3.4 Subject to clause 13, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in

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accordance with the appropriate notice of termination provisions in clause 43.

12.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination (where the date of cessation of employment is stated at the time of appointment)
- redundancy.

12.4 Casual Employee

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

12.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 2B and 2C. This rate of pay includes a loading in lieu of paid leave entitlements.

12.4.3 A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- leave loading
- paid parental leave
- paid personal leave
- paid compassionate leave
- accident make-up pay

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

12.4.5 An Employer must not employ a Casual School Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 35 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

13 MINIMUM EMPLOYMENT PERIOD

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

13.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 43 and does not need to comply with any due process or performance management policies or procedures in place from time to time.

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

13.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 13.3 above.

14 LETTER OF APPOINTMENT

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

15 REMUNERATION PACKAGING

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

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

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

16 SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to 9.25 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the Mount Scopus Memorial College Retirement Plan (Mount Scopus Plan) in the Mercer Super Trust. Where the College changes the employer fund specified above, the Employer will notify Employees in accordance with the legislations and regulations.

17 PAYMENT ARRANGEMENTS

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

18 PERSONAL LEAVE

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

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

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18.3 Entitlement

- 18.3.1 For a Full Time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal/carer's leave on a pro rata basis based on specified hours in clause 39.
- 18.3.2 Paid personal leave is taken by the Employee because of a personal illness or injury.
- 18.3.3 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 18.3.4 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 18.3.5 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 18.3.6 The amount of personal/carer's leave a full time Employee may take depends upon how long the Employee has worked for the Employer and accrues as follows;
- In the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and in the second and subsequent year of service, 15 days at the commencement of that school year.
- 18.3.7 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 18.3.8 An Employee is entitled to personal leave provided that:
- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
 - the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.
- 18.3.9 An Employee is entitled to carer's leave provided that:

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- The Employee produces, if required by the School, a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer stating the illness of person concerned and that the illness is such as to require care by another.

19 COMPASSIONATE LEAVE

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

19.2 Entitlement

19.2.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

19.2.2 In addition to the entitlement in 19.2.1, an Employee is entitled to use up to two (2) days of the Employee's accrued personal leave entitlement on each occasion when a member of the Employee's immediate family or household dies. The exclusion to this entitlement is in the case of the death of a Grandparent. In this case, the provisions in 19.2.1 shall apply.

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

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

20 INFECTIOUS DISEASES LEAVE

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

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

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

21 PUBLIC HOLIDAYS

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

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

21.2 Public holidays that occur during a period of leave for Employees in accordance with Clause 40 do not create an additional entitlement.

21.3 In the event that an Employee is required to work on Labour Day, Queen's Birthday and Melbourne Cup Day, the College will substitute another day (usually a Jewish holyday) for each of these days worked;

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

22 PARENTAL LEAVE

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

Right to Request

22.1.1 Subject to cl.22.1.2, an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

22.1.2 An application pursuant to cl.22.1.1 must be made as soon as possible to enable the College to attempt to accommodate the request. Ideally, the College is seeking ten weeks' notice of the desire to return in a part-time capacity.

22.1.3 The Employer shall consider any request made pursuant to cl.22.1.1 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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

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Paid Parental Leave

- 22.1.5 Where an Employee is granted unpaid parental leave in accordance with the NES and clause 22 – Parental Leave of this Agreement to be the primary caregiver of a child, the Employee is entitled to paid parental leave of 14 weeks at the Employee's ordinary rate of pay.
- 22.1.6 Where an Employee is granted concurrent leave in accordance with the NES and clause 22 – Parental Leave of this Agreement, the Employee is entitled to payment for up to 5 days at their ordinary rate of pay provided the leave is taken within eight weeks of the birth or adoption of the child. The leave may be taken in one or two periods.
- 22.1.7 During the period of time that an Employee is in receipt of paid parental leave, the Employee is entitled to accrue annual leave, as defined by the Act, personal leave in accordance with Clause 18 – Personal Leave of this Agreement and Long Service Leave in accordance with the LSL Act
- 22.1.8 An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a further period of paid parental leave. Where an Employee has less than 12 months' continuous service with the Employer following a period of parental leave, the Employee may make an application for paid parental leave, citing reasons in support of the paid leave. The granting of such paid leave in these circumstances will be at the total discretion of the Employer.

Where the Employer employs both parents of the child, only one parent will be entitled to receive paid leave pursuant to cl.22.1.5.

23 LONG SERVICE LEAVE

- 23.1 An Employee is entitled to long service leave. The LSL Act as amended from time to time, specifies the entitlement.
- 23.2 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 an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- 23.3 Long service leave may first be taken on a pro rata basis on completion of seven years of continuous employment with the Employer.
- 23.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- 23.5 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 23.6 An Employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service. However, where the NES provides an Employee with a higher payment for long service leave, the NES entitlement will apply.

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

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

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

23.10 Illness on Long Service Leave

23.10.1 Subject to the requirements of 23.10.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

23.10.2 The Employee's application under 23.10.1:

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

23.11 Taking of Long Service Leave

23.11.1 Employees with less than 10 years of continuous employment with the College as at 1 January 2014 must take long service leave within three (3) years of reaching 10 years of continuous employment unless otherwise agreed with the Principal;

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

23.11.3 Where the Employee does not take long service leave in accordance with 23.11.1 or 23.11.2, the College may direct the Employee to take long service leave;

23.11.4 Where the Employee requests to take long service leave in accordance with 23.11.1 or 23.11.2 or where the College directs the Employee to take long service leave in accordance with 23.11.3 a minimum of six month's notice is required.

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- 23.11.5 Employees with 10 or more years of continuous employment with the College as at 1 January 2014, with an outstanding accrued long service leave entitlement of between 13 and 26 weeks, must take not less than one full school term long service leave by 1 October 2016 unless otherwise agreed with the Principal;
- 23.11.6 Employees with 10 or more years of continuous employment with the College as at 1 January 2014, with an outstanding accrued long service leave entitlement greater than 26 weeks, must take not less than one school term of long service leave by 1 October 2016 unless otherwise agreed with the Principal;
- 23.11.7 Upon each subsequent period of ten (10) years of continuous employment, the Employee must take long service leave within three (3) years of completing each subsequent 10 year period of continuous employment unless otherwise agreed with the Principal;
- 23.11.8 Where the Employee does not take long service leave in accordance with 23.11.5, 23.11.6 and 23.11.7 the College may direct the Employee to take long service leave;
- 23.11.9 Where the Employee requests to take long service leave in accordance with 23.11.5, 23.11.6 or 23.11.7 or where the College directs the Employee to take long service leave in accordance with 23.11.8, a minimum of six month's notice is required.

24 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that annual leave, personal/carer's leave and long service leave entitlements do not accrue during any period of leave without pay granted under this clause.

25 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 25.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985* (Vic) (Accident Compensation Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 25.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the Accident Compensation Act, then:
- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave; and
 - (b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time for a Teacher or School Holidays for a School Assistant entitled to School Holidays which fall during the

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period that the Employee is in receipt of weekly payments under the Accident Compensation Act.

26 WITHHOLDING OF MONIES

26.1 Subject to 26.2, in the event that an Employee does not provide the full notice required by clause 43, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

26.2 Clause 26.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Act.

26.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:

- i. unpaid salary or wages to the extent to which such entitlements exceed the Employee's Basic Periodic Rate of Pay;
- ii. for School Assistants entitled to School Holidays pursuant to clause 40, a payment for School Holidays;
- iii. for School Assistants entitled to four weeks annual leave pursuant to clause 41, a payment for annual leave;
- iv. any entitlement to a pro rata payment for long service leave on termination of employment (notwithstanding any inconsistent provision of the LSL Act); and
- v. any amounts owing to the Employee for an unpaid bonus or allowance.

27 REDUNDANCY

27.1 Definition

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

27.2 Redundancy Disputes

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

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

27.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and

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measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

27.3 Transfer to lower paid duties

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

27.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years or greater	2 weeks pay per year of service pro rata to a <u>maximum total</u> of 26 weeks' pay

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

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

27.5 Leaving during notice

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

27.6 Alternative employment

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

27.7 Time off during notice period

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- i. During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- ii. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

28 ANNUAL LEAVE LOADING

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

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

$\frac{17.5\% \text{ of working weeks (excluding paid school holidays and non term time)}}{\text{Number of School's term weeks}}$	X 4 X	$\frac{\text{Annual Rate of Pay}}{52.18}$
---	-------	---

28.3 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

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

29 MEAL BREAKS AND ALLOWANCE

29.1 An employee shall be entitled to an unpaid meal break no later than five hours after commencing work.

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

30 BREAKAGE AND LOSS

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

31 PROTECTIVE CLOTHING

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

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32 JURY SERVICE LEAVE

- 32.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 32.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 32.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 32.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 32.5 Subject to 32.2 to 32.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 32.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

33 EXAMINATION LEAVE

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

34 QUALIFICATION CONFERRAL LEAVE

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

35 MISCELLANEOUS BENEFITS AND ENTITLEMENTS

- 35.1 An Employee who undertakes a course of study with prior approval by the College is entitled to a grant of up to \$400 in any one year to cover tuition and/or other costs. A similar grant is also available to Employees who wish to participate in any other approved personal or professional development program. Reimbursement for up to \$400 in any one year to cover tuition and/or other costs will be paid on the successful completion of the course of study by providing a transcript of results and appropriate receipts.
- 35.2 An Employee who joined the College after 1987 and has children enrolled at the College are entitled to a 25% deduction on school fees. A Part Time Employee employed by the College are entitled to the 25% discount on school fees on a pro-rata basis equal to their employment fraction. An Employee who joined the College prior to 1987 will be entitled to such deduction as was applicable at the time of their commencing employment with the College.
- 35.3 Where an Employee who joined the College prior to 1987 has had their full time employment reduced to part-time employment after that date, they will be entitled to such deduction as was applicable at the time of their commencing employment with the College on a pro-rata basis equal to their

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employment fraction.

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

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

36 ADVERTISING OF POSITIONS

All positions of responsibility which become available will be advertised in all campuses and divisions of the College.

37 TERMINATION OF EMPLOYMENT

37.1 Termination by the School

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

37.2 Redundancy

Where termination takes place for reasons of redundancy, clause 23 will apply.

37.3 Unsatisfactory Performance

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

37.3.1 Commencement of Due Process

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

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

37.3.2 Due Process Meetings

Due process meetings will:

- include discussion of the School's concerns with the Employees performance;
- give the Employee an opportunity to respond to the School's concerns;

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- include discussion of any counselling or assistance, where appropriate, available to the Employee ;
- include documentation, where appropriate;
- set periods of review, as appropriate.

37.4 Unsatisfactory Conduct

37.4.1 Where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School. Where an issue of misconduct is to be investigated, the Employee is entitled to be accompanied by a nominee of the Employee's choice. Disciplinary action may include termination of the Employee's employment.

37.4.2 Where termination of employment may take place for reasons related to serious misconduct, the following shall apply. Summary dismissal relates to circumstances where an Employee's behaviour is such that termination without notice is warranted.

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

37.4.4 Procedure for instituting summary dismissal:

In cases where it is deemed necessary by the Principal to consider summary dismissal of an Employee where allegations of serious misconduct have arisen, the Employee may be suspended on full pay pending completion of the following steps:

- The Employee may be suspended following consultation with the Employee to determine whether there are any other appropriate alternatives to suspension.
- The allegations are investigated.
- Following investigation, the Employee and his or her representative meets with the College and its representatives, if appropriate, to discuss the details of the allegation, the investigation results and the Employee's explanation.
- The College then determines the outcome.

38 CLASSIFICATIONS AND SALARIES

38.1 Schedule 2A sets out the classification structure for a School Assistant.

38.2 Schedule 2B sets out the salary of a School Assistant entitled to School Holidays.

38.3 Schedule 2C sets out the salary of a School Assistant not entitled to School Holidays.

39 HOURS OF WORK

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

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39.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

39.3 The Employer may require a Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2C.8

40 ANNUAL LEAVE FOR SCHOOL ASSISTANTS IN RECEIPT OF PAID SCHOOL HOLIDAYS

40.1 A School Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

40.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.

40.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

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

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

41 ANNUAL LEAVE FOR SCHOOL ASSISTANTS IN RECEIPT OF FOUR WEEKS ANNUAL LEAVE

41.1 Annual Leave is provided for in the NES. This clause supplements the NES provisions

41.2 This clause applies to an Employee engaged as a School Assistant in the Early Learning Centre whose employment commences after the approval of this Agreement.

41.3 The Employer may engage a Kindergarten Assistant under a four week annual leave arrangement.

41.4 The Employer may engage an Employee with an entitlement to four weeks' annual leave, and not pursuant to cl.40 – Paid School Holidays.

41.5 An Employee engaged under this clause will be paid pursuant to the salary scale in Schedule 2C.

41.6 If the Employer is engaging an Employee under this clause, the Employee's contract will specify the arrangement.

41.7 The Employer may require an Employee to take their annual leave during

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non-term weeks.

This Agreement introduces a new mode of employment for Kindergarten Assistants as detailed in this clause. Over time, it is the intention of the College to employ some Kindergarten Assistants under these new arrangements but no current employee will be made redundant in order to allow the College to engage a new employee under this clause.

If no employee is engaged under this clause by 2015, the kindergarten assistants agree to work closely with the College to establish a roster to help the College run and facilitate its Holiday Program.

42 EARLY LEARNING CENTRE ROSTER

42.1 The College can engage new part time Kindergarten Assistants under a flexible start and finish time arrangement between 9.00am and 3.00pm. This clause applies to both current and new part time Employees engaged as a School Assistant in the Early Learning Centre.

- a) For current employees, the Employer in consultation with an Employee may engage an Employee to work to a roster whilst not reducing the weekly hours of work of the employee.
- b) For new employees, this clause applies when employment commences after this Agreement has been approved.

42.2 A roster showing the starting and finishing times and the name of each employee will be prepared by the Employer and displayed in a place conveniently accessible to the employees at least fourteen days before the commencement of the roster period.

42.3 An employee's rostered hours will be worked between 9am and 3pm on Monday to Friday.

42.4 If the Employer is engaging a new employee under this clause, the employee's contract will specify the arrangement.

43 NOTICE OF TERMINATION

43.1 Where the Employer wishes to terminate the employment of a School Assistant serving a qualifying period pursuant to clause 13 or a School Assistant wishes to resign during a qualifying period, the period of notice is specified by clause 13.

43.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six months' continuous service with the Employer, seven weeks' notice wholly within the one school term shall be given in writing, or full payment in lieu, will be provided to the School Assistant.

43.3 Where the Employer wishes to terminate the employment of a School Assistant, who has had five or more years continuous service in the school where currently employed, a full terms notice shall be given in writing, or full payment in lieu, will be provided to the School Assistant.

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- 43.4 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B and Schedule 2C that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
- 43.5 A School Assistant who has had more than six months' continuous employment with the Employer must provide the Employer with a minimum of seven weeks' notice wholly within the one school term, in writing.
- 43.6 In addition to the period of notice specified in 43.1, 43.2 a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.
- 43.7 The notice period in this clause and in clause 13 do not apply where the School Assistant is guilty of serious misconduct.

44 VEHICLE ALLOWANCE

- 44.1 An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties shall be paid the following allowance:
- 44.2 \$0.76 per kilometre with a maximum payment as for 400 kilometres per week.

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EXECUTED as an Agreement this 1ST day of NOVEMBER 2013.

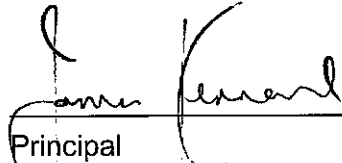
Signed for and on behalf of: MOUNT SCOPUS MEMORIAL COLLEGE LIMITED

Signed for and on behalf of: ABN 58 007 240 146

[Legal Name].

[ABN/ACN]

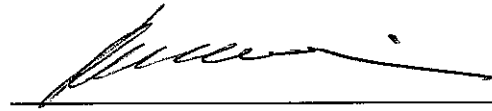
Address


Principal
245 BURWOOD HIGHWAY
BURWOOD, VICTORIA 3125

Authority to Sign

HOWARD KINDLER
(COLLEGE REPRESENTATIVE)

In the presence of


Witness

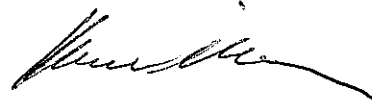
The [school]
as represented by

HOWARD KINDLER
Name in Print

Authority to Sign

CHARLOTTE CROWTHER
(EMPLOYEE REPRESENTATIVE)

Signature

ccrowther


In the presence of

HOWARD KINDLER
Witness

SCHEDULE 2A – SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

2A.1 Classifying School Assistants

2A.1.1 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

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

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

2A.2 Grade 1

2A.2.1 Positions

Positions for which qualifications are not required:

- integration aide
- library assistant
- laboratory assistant
- audio visual assistant
- kindergarten Assistant

2A.2.2 Characteristics

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

2A.2.3 Typical duties

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

2A.2.3(a) Library assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- basic data entry and updating of library records
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

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2A.2.2(b) Audio-visual assistant

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

2A.2.3(c) Laboratory assistant

Routine tasks including:

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

2A3.2.3(d) Integration aide

Provision of general assistance of a supportive nature for teaching staff as directed including:

- assist with the collection, preparation and distribution of teaching aids in relation to identified students
- liaise between the student, the parent, the teacher and reports to the Head of Students Services.
- assist teachers with care of identified children on School excursions, sports days and other out of classroom activities.
- Attends student support group meetings

2A.3 Grade 1A

2A.3.1 Characteristics

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study or in the case of a Kindergarten Assistant, the occupant has completed a relevant and approved course of study.

2A.3.2 Positions

- library technician-in-training
- laboratory technician-in-training
- audio-visual technician-in-training
- qualified kindergarten assistant

2A.4 Grade 2

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

2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual technician

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2A.4.2 Characteristics

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

2A.4.3 Typical duties

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

2A.4.3(a) Library technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- simple copy cataloguing
- data entry, creating and updating library records
- answering ready-reference enquiries
- locating, ordering and invoicing resources and library materials
- organising delivery, circulation and return of on-approval resources

2A.4.3(b) Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

2A.4.3(c) Laboratory technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

2A.5 Grade 3

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

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2A.5.1 Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual co-ordinator

2A.5.2 Characteristics

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

2A.5.3 Typical duties

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

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

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting resources, equipment and supplies
- providing guidance in the use of information systems
- developing and promoting digital resources
- arranging or providing in-service training of library staff and teachers
- in-charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

2A.5.3(b) Senior A/V technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, e.g., multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

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

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

2A.6 Grade 4

The duties of which require responsibility for the overall management and coordination of major resource areas within the College, particularly science laboratories. Occupants of this position will generally have responsibility for supervision of staff.

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SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS WITH PAID SCHOOL HOLIDAYS WITHOUT DEDUCTION OF PAY)

Salaries for Employees will be increased by 3.3% at 1 February 2014, by 3.3% at 1 February 2015 and by 3.3% at 1 February 2016.

2B.1 Annual Salary

2B.1.1 A Full time School Assistant in receipt of paid School Holidays will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

First pay period commencing on or after

LEVEL	7/10/2013	1/2/2014	1/2/2015	1/2/2016
Grade 1				
1st Year	\$36,509	\$37,714	\$38,959	\$40,244
2nd Year	\$37,631	\$38,872	\$40,155	\$41,480
3rd Year	\$38,789	\$40,069	\$41,391	\$42,756
4th Year	\$39,865	\$41,181	\$42,540	\$43,943
5th Year +	\$41,018	\$42,371	\$43,770	\$45,214
Grade 1A				
1st Year	\$42,260	\$43,655	\$45,096	\$46,584
2nd Year	\$43,277	\$44,706	\$46,181	\$47,704
Grade 2				
1st Year	\$43,277	\$44,706	\$46,181	\$47,704
2nd Year	\$44,408	\$45,873	\$47,387	\$48,950
3rd Year	\$45,532	\$47,035	\$48,587	\$50,190
4th Year	\$46,659	\$48,198	\$49,789	\$51,432
5th Year	\$47,793	\$49,370	\$50,999	\$52,681
6th Year +	\$48,921	\$50,536	\$52,203	\$53,925
Grade 3				
1st Year	\$49,765	\$51,407	\$53,104	\$54,856
2nd Year	\$51,569	\$53,271	\$55,029	\$56,844
3rd Year	\$53,804	\$55,580	\$57,414	\$59,308
4th Year	\$55,597	\$57,432	\$59,327	\$61,284
5th Year	\$57,459	\$59,355	\$61,314	\$63,337
6th Year +	\$60,332	\$62,323	\$64,380	\$66,504
Managerial Grade				
1st Year	\$66,852	\$69,058	\$71,337	\$73,691
2nd Year	\$68,918	\$71,192	\$73,542	\$75,968
3rd Year	\$70,994	\$73,337	\$75,757	\$78,256
4th Year	\$73,073	\$75,484	\$77,975	\$80,548

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2B.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

SCHEDULE 2C – SALARIES (SCHOOL ASSISTANTS WITH FOUR WEEKS ANNUAL LEAVE)

Salaries for Employees will be increased by 3.3% at 1 February 2014, by 3.3% at 1 February 2015 and by 3.3% at 1 February 2016.

2C.1 Annual Salary

2C.1.1 A Full time School Assistant in receipt of four weeks annual leave will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

First pay period commencing on or after

LEVEL	7/10/2013	1/2/2014	1/2/2015	1/2/2016
Grade 1				
1st Year	\$41,985	\$43,371	\$44,802	\$46,281
2nd Year	\$43,276	\$44,704	\$46,179	\$47,703
3rd Year	\$44,607	\$46,079	\$47,600	\$49,171
4th Year	\$45,845	\$47,358	\$48,920	\$50,535
5th Year +	\$47,171	\$48,727	\$50,335	\$51,996
Grade 1A				
1st Year	\$48,599	\$50,203	\$51,859	\$53,571
2nd Year	\$49,769	\$51,411	\$53,107	\$54,860
Grade 2				
1st Year	\$49,769	\$51,411	\$53,107	\$54,860
2nd Year	\$51,069	\$52,754	\$54,495	\$56,294
3rd Year	\$52,362	\$54,090	\$55,875	\$57,719
4th Year	\$53,658	\$55,429	\$57,258	\$59,147
5th Year	\$54,962	\$56,776	\$58,649	\$60,585
6th Year +	\$56,259	\$58,116	\$60,034	\$62,015
Grade 3				
1st Year	\$57,230	\$59,118	\$61,069	\$63,085
2nd Year	\$59,304	\$61,261	\$63,283	\$65,371
3rd Year	\$61,875	\$63,916	\$66,026	\$68,205
4th Year	\$63,937	\$66,046	\$68,226	\$70,477
5th Year	\$66,078	\$68,258	\$70,511	\$72,838
6th Year +	\$69,382	\$71,671	\$74,037	\$76,480
Managerial Grade				
1st Year	\$76,880	\$79,417	\$82,038	\$84,745
2nd Year	\$79,256	\$81,871	\$84,573	\$87,364
3rd Year	\$81,643	\$84,337	\$87,120	\$89,995
4th Year	\$84,034	\$86,807	\$89,672	\$92,631

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2C.2 Weekly Salary

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

2C.3 Part Time Salary

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

$$\frac{\text{Total hours employed per week}}{35} \times \text{appropriate full-time weekly salary}$$

2C.4 Incremental advancement

2C.4.1 Advancement to the next increment within and between grades shall take place on the anniversary of a School Assistants first appointment or in the case of non-continuous service, after the completion of the equivalent of a school year.

2C.4.2 An employee employed for 50 per cent or less of full-time working hours will be required to complete 2 years' service before advancement. Service for the purposes of this clause shall include all service in any other school at the grade to which staff are appointed;

2C.4.3 Advancement between Grades will be in accordance with the following conditions:

- An employee will be eligible to advance from Grade 1 to Grade 1a upon undertaking a relevant and approved course of study. Kindergarten assistants who have received some form of child care training approved by the College will receive a wage equivalent to that of a third year Grade 1 school assistant and will be able to advance to a cap of Grade 1A conditional on completing an approved course;
- Upon completion of a relevant course of study, an Employee (other than a kindergarten assistant) will be eligible to advance subject to 2C.4.1 from Grade 1A-Year 1 to Grade 2-Year 1 or from Grade 1A-Year 2 to Grade 2-Year 2.
- An Employee may apply to the Principal for promotion to Grade 3 during year 6 of grade 2. Subject to the Principal's approval, the Employee will advance subject to 2C.4.1 to Grade 3-Year 2 upon completion of Grade 2-Year 6;

2C.4.4 The College may direct that a School Assistant perform temporarily, duties applicable to a classification higher than that of the school assistant. Where a school assistant does so for more than one week, and those duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification, the school assistant shall be paid a salary at the rate applicable to the higher classification for the whole period during which the duties are performed;

2C.4.5 Kindergarten support employees who teach Jewish Studies in addition to their general responsibilities will be entitled to receive an additional allowance of \$6,880 pa. This allowance will be subject to normal salary percentage increases.

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2C.5 Adjustments to the Salary Scale

As a general principle, the College is committed to ensuring that salary levels paid to Employees as identified under this agreement beyond 1 February 2016 will be competitive after taking into consideration developments in the wider educational market and the College's financial position.

2C.6 Casual Rate of Pay

2C.6.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2C for 1st year of adult experience for the appropriate grade}}{35} \times 1.25$$

2C.6.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2C.7 Junior Salary

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

<u>Age</u>	<u>Percentage of full-time rate</u>
	%
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

2C.8 Additional Hours

Where the Employer requires a part time Employee to work reasonable additional hours in excess of the Employees ordinary hours, the employee will be entitled to the following;

- (a) Where the Employee's hours are averaged;
- i. the employer and employee may agree that the employee take time off in lieu at the rate of an hour off for each hour worked or the Employee will be paid for all such additional hours at the normal hourly rate of pay, provided that;
 - the additional hours fall within the applicable daily spread of hours in Clause 39
 - do not result in the Employee working more than seven hours on that day, and

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- do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - ii. in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked
- (b) Where the Employee's hours are not averaged;
- i. the Employee will be paid for all such additional hours at the normal hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in CI 39 and do not result in the Employee working more than seven hours on that day; and
 - ii. in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Additional hours other than overtime hours worked by a part-time Employee in accordance with this clause accrue applicable entitlements under this Agreement.

2C.9 Overtime

a) Overtime rates

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

Time worked	Overtime Rate
Monday- Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public Holidays	250% of the ordinary hourly rate of pay

- ii. Overtime will be calculated daily

b) Time off instead of overtime payment

- i. An employee and an employer may agree that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- ii. Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

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- iii. Where an employee and an employer have agreed to time off instead of overtime payment under clause 2C.9 (b)i and such time has not been taken;
- within four weeks of accrual; or
 - during the non term weeks agreed in writing between an employee and an employer;

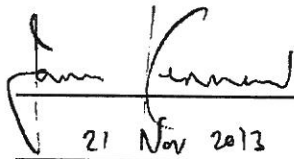
an employer must if requested by an employee provide payment at the rate provided for the payment of overtime in the award, for any overtime worked.

(c) Make up time

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

EXECUTED as an agreement this 21/11 /2013

EMPLOYER REPRESENTATIVE

Signed: 
Date: 21 Nov 2013

Name in full (printed): JAMES KENNARD

Position title: PRINCIPAL

Authority to sign explained: PRINCIPAL

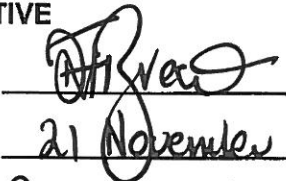
Address: MOUNT SCOPUS MEMORIAL COLLEGE
245 BURWOOD HIGHWAY, BURWOOD, VIC 3125

Witnessed by: 

Witness name in full: HOWARD KINDLER

Witness address: MOUNT SCOPUS MEMORIAL COLLEGE
245 BURWOOD HIGHWAY, BURWOOD, VIC 3125

EMPLOYEE REPRESENTATIVE

Signed: 
Date: 21 November 2013

Name in full (printed): DAVID BREAR

Position title: Assistant Secretary, IEO

Authority to sign explained: Independent Education Union Representative

Address: 120 Clarendon St Southbank
Vic. 3006.

Witnessed by: 

Witness name in full: _____

Witness address: KRISTEN WISCHER
120 Clarendon Street Southbank 3006
An Australian Legal Practitioner
(within the meaning of the
Legal Profession Act 2004)