DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mount Scopus Memorial College Limited T/A Mount Scopus Memorial College
(AG2017/6672)

MOUNT SCOPUS MEMORIAL COLLEGE AND GANDEL BESEN HOUSE TEACHING STAFF AGREEMENT 2017

Educational services

COMMISSIONER MCKINNON

MELBOURNE, 7 MAY 2018

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

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

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

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

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

COMMISSIONER

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<AE428267 PR606864>
Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2017/6672

Section 185 – Application for approval of a single enterprise agreement

**Undertaking - Section 190**

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

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

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

3. That cl.36.6 of the Agreement shall not apply.

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

**Signature**

**Date**

30/4/2018
MOUNT SCOPUS MEMORIAL COLLEGE

AND

GANDEL BESEN HOUSE

TEACHING STAFF

AGREEMENT

2017
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 Teaching Staff Agreement 2017 (the 'Agreement') and is a single enterprise agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth.). (the Act)

2  ARRANGEMENT

This Agreement is arranged as follows.

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where the Agreement passes the Better off Overall test, the Agreement will 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 PARTIES BOUND

This Agreement covers:

i. the Employer; and

ii. Teachers, including Permission to Teach Employees, Psychologists and Counsellors.

iii. The Independent Education Union Victoria/Tasmania will be covered by the agreement upon notice under s.183 (1) of the Act.

5 RELATIONSHIP TO AWARDS

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

6 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.

7 DEFINITIONS

<table>
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<tr>
<th>Act</th>
<th>means the Fair Work Act 2009 (Cth) or its successor(s).</th>
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<tr>
<td>Attendance Time</td>
<td>means all days of the School Year less the Non Attendance Time and the period of annual leave</td>
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<tr>
<td>Casual Teacher</td>
<td>means a Teacher employed pursuant to subclause 11.4 (clause 11 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>College</td>
<td>means Mount Scopus Memorial College [ACN 007 240 146]</td>
</tr>
<tr>
<td>Continuous Service</td>
<td>Continuity of service includes all service for which paid leave is applicable. Paid leave may include personal/carer's leave, infectious diseases leave, bereavement leave, nonattendance time, long service leave, examination leave, qualification conferral leave and leave during which accident make up pay payments are being received by the teacher. Periods of unpaid leave are not included, except at the discretion of the employer.</td>
</tr>
<tr>
<td>Employee</td>
<td>means a Teacher, Psychologist or Counsellor employed by the Employer to teach or work with students in the Prep to Year 12 educational programme or a Kindergarten teacher engaged in</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>Employer</td>
<td>means Mount Scopus Memorial College [ACN 007 240 146] and Gandel Besen House [ABN 56 007 240 137] deemed a single employer</td>
</tr>
<tr>
<td>Experience</td>
<td>means experience of teaching or working at the College as a psychologist or counsellor after achieving the qualifications necessary for registration as a teacher or psychologist or counsellor and will be deemed to have commenced at the date on which a 'qualified' person first receives an appointment.</td>
</tr>
<tr>
<td>Fixed Term Teacher</td>
<td>means a Teacher employed pursuant to subclause 11.3 (clause 11 - Modes of Employment) of this Agreement</td>
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<tr>
<td>Full Time Teacher</td>
<td>means a Teacher employed pursuant to subclause 11.1 (clause 11 - Modes of Employment) of this Agreement.</td>
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<td>FWC</td>
<td>means the Fair Work Commission or its successor(s)</td>
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<tr>
<td>Immediate Family</td>
<td>means • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the employee (whether the employee and the person are of the same or different sexes); and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the employee or spouse of the employee</td>
</tr>
<tr>
<td>LSL Act</td>
<td>means the Long Service Leave Act 1992 (Vic) or its successor(s)</td>
</tr>
<tr>
<td>NES</td>
<td>means the National Employment Standards as contained in Part 2-2 of the Fair Work Act 2009</td>
</tr>
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<td>Non Attendance Time</td>
<td>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 Employees (less 4 weeks' annual leave)</td>
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<tr>
<td>Part Time Teacher</td>
<td>means a Teacher employed pursuant to subclause 11.2 (clause 11 - Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>Permission to Teach Teacher</td>
<td>means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is engaged to undertake the duties of a teacher, which includes the delivery of the College's educational program and the assessment of student participation in the educational program.</td>
</tr>
<tr>
<td>Principal</td>
<td>Means the Principal of Mount Scopus Memorial College or his or her nominee</td>
</tr>
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</table>
| Registered | means a person registered under the Health Practitioners
MSMC & GBH Teaching Staff Agreement 2017

<table>
<thead>
<tr>
<th>Health Practitioner</th>
<th>Regulation National Law (Victoria) Act 2009 (Vic)</th>
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</thead>
<tbody>
<tr>
<td>Registered Medical Practitioner</td>
<td>means a person who is qualifies to practice medicine in Australia and who is registered with the Medical Board of Australia.</td>
</tr>
<tr>
<td>College</td>
<td>means Mount Scopus Memorial College [ACN 007 240 146] trading as Mount Scopus Memorial College</td>
</tr>
<tr>
<td>School Year</td>
<td>means the twelve months from the day that employees are required to attend the College for the new educational year as deemed by the College</td>
</tr>
<tr>
<td>Teacher</td>
<td>means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is employed to teach. This definition includes a qualified Teacher librarian, an early childhood or kindergarten teacher engaged as part of an early childhood program but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.</td>
</tr>
<tr>
<td>Victorian Institute of Teaching</td>
<td>means the statutory authority for the registration of Teachers established pursuant to the Education and Training Reform Act 2006 (Vic.)</td>
</tr>
<tr>
<td>WIRC Act</td>
<td>This means the Workplace Injury Rehabilitation Compensation Act 2013 (Vic) or its successor(s)</td>
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8  DISPUTE RESOLUTION PROCEDURE

8.1 If a dispute relates to:
(a) a matter arising under the Agreement
(b) the NES,

this clause sets out procedures to settle the dispute.

8.2 A employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

8.3 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.

8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
8.5 FWC may deal with the dispute in two stages:
(a) FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
(b) if FWC is unable to resolve the dispute at the first stage, FWC may then:
(i) arbitrate the dispute; and
(ii) make a determination that is binding on the parties.

8.6 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.

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

PART 2 EMPLOYMENT RELATIONSHIP

9 AGREEMENT FLEXIBILITY

9.1 An Employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
(a) the Agreement deals with one or more of the following matters:
(i) arrangements about when work is performed;
(ii) allowances;
(iii) leave loading; and
(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
(c) the arrangement is genuinely agreed to by the Employer and Employee.

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

10 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

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

Major Change

10.2 For a major change referred to in 10.1 (a)
(a) The Employer must notify the relevant employee of the decision to introduce the major change and
(b) Subclauses 10.3 to 10.9 apply

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

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

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

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

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

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

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

Change to regular roster or ordinary hours of work

10.10 For a change referred to in clause 10.1 (b)
(a) The Employer must notify the relevant employee of the decision to introduce the major change and
b) Subclauses 10.11 to 10.15 apply.

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

10.12 If:
(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
(b) the employee or employees advise the Employer of the identity of the representative, the Employer must recognise and consult if appropriate with the representative.
10.13 As soon as practicable after making its decision, the Employer must:
(a) discuss with the relevant employees the introduction of the change; and
(b) for the purposes of the discussion-provide the relevant employees;
(i) all relevant information about the change including the nature of the change proposed; and
(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
(iii) information about any other matters that the employer reasonably believes are likely to affect the employees to have on the employees; and
(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)

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

10.15 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
(iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees.

10.16 In this clause
(a) relevant employees mean the employees who may be affected by a change referred to in subclause 10.1

11   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.

11.1   Full Time Employee

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

11.2   Part Time Employee

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

11.2.2 Upon engagement and at any other time when a permanent variation occurs, the employer will set out in writing the duties and number of hours required (including face to face teaching hours where appropriate) to be undertaken by the part time employee.

11.2.3 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 in 11.2.2. The pro rata annual salary is calculated by dividing the hours of face to face teaching of a part time employee by the hours of face to face teaching of a full time employee as specified in Clause 13.3.
11.2.4 A Part Time employee will undertake a proportionate number of other duties normally expected of a Full Time employee.

11.2.5 Notification of Allotment Change

(a) The employer has the right to increase or decrease the teaching load of a part time employee by up to (0.2) of a Full Time Equivalent load. From time to time it may be necessary to alter the time fraction by a greater amount in which case the employee will be offered the choice of accepting the new Full Time Equivalent load or elect to accept a redundancy.

(b) Should a part time teachers load vary by greater than (0.2) due to cumulative changes over two years (for example a (0.1) Full Time Equivalent reduction occurs and a (0.15) reduction occurs in the following year) then the latter reduction automatically triggers the situation provided for in cl.11.2.5 (a) and the employee may elect to accept the reduced time fraction or a redundancy.

11.3 Fixed Term Employee

11.3.1 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 a employee whose employment has ceased after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

11.3.2 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.

11.3.3 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.

11.3.4 Subject to Clause 12 – Minimum Employment Period, the termination of employment of a Fixed Term employee will be by the expiry of the period of employment or where an employee is replacing an employee on parental leave, in accordance with the appropriate notice of termination provisions in Clause 35 – Notice of Termination, except where such notice extends beyond the period of employment.
11.3.5 A Fixed Term employee is not entitled to any of the following benefits under this Agreement:

- Subject to 11.3.4, notice of termination (where the date of cessation of employment is stated at the time of appointment);
- paid parental leave; and
- redundancy.

11.4 Casual Employee

11.4.1 The Employer may employ a employee as a Casual employee in accordance with this Agreement.

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

11.4.3 The Employer will engage a Casual employee for a full day, a half day or by the hour.

11.4.4 A Casual employee is not entitled to any of the following benefits under this Agreement:

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

11.4.5 A Casual employee is entitled to unpaid carer's leave and unpaid parental leave.

11.4.6 The employer must not employ a casual employee in such a capacity for more than 20 consecutive school days, unless by mutual agreement, in which case employment may be for up to one school school term, where the days are consecutive.

12 MINIMUM EMPLOYMENT PERIOD

12.1 A employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.

12.2 If the Employer is to terminate the employment of a 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 35 – Notice of Termination and does not need to comply with clause 34 – Performance/Conduct Management, any due process or performance management policies or procedures in place from time to time.
12.3 If the Employer is to terminate the employment of a employee within the first six months of the employee's employment commencing, the Employee is entitled to notice of four weeks or payment in lieu of notice.

12.4 If the employee is to resign within the first six months of the employee's employment commencing, then the employee is required to give the same notice required of the Employer in 12.3 above.

13 HOURS OF WORK AND WORKLOADS

13.1 The ordinary hours of work for a Full Time employee are 35 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

13.2 In addition an employee is required to work such reasonable additional hours as are necessary to perform the employee's duties.

13.3 The maximum face to face teaching time per week will be as follows:

<table>
<thead>
<tr>
<th>Kindergarten</th>
<th>25 hours 30 minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary</td>
<td>21 hours 40 minutes</td>
</tr>
<tr>
<td>Secondary</td>
<td>18 hours</td>
</tr>
</tbody>
</table>

By agreement, a teacher may work additional face to face teaching hours.

The College Teacher Workload policy provides further details on teacher workload and should be read in conjunction with this clause. This policy is not incorporated into, and does not form part of the agreement.

Where the College proposes to make changes to workloads, it shall notify the Staff Association of the proposed changes and discuss these changes with the Association in accordance with Clause 10.

14 NON ATTENDANCE TIME

14.1 An employee is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the employee as being reasonably necessary to enable the proper performance of the employee's role. The employee's role is defined by the Employer. An employee is entitled to non attendance time without deduction of pay.

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

14.3 Where an employee takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 14.4.
14.4 If an employee’s employment is terminated or an employee resigns prior to the end of term 4 in any School Year or an employee is employed for part only of a School Year, the employee is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

\[
\frac{\text{Number of weeks of an employee's Attendance Time}}{\text{Total number of School's Attendance Time}} \times \text{Non Attendance Time} - \text{Non Attendance Time weeks already taken}
\]

**PART 3 CLASSIFICATION AND REMUNERATION**

15 CLASSIFICATIONS AND SALARY

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

15.2 Schedule 2 sets out the rates of pay.

15.3 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

16 REMUNERATION PACKAGING

16.1 The College facilitates the packaging of salary and benefits to an Employee whose employment is covered by this agreement via an external provider as agreed to from time to time by the College and the Staff Association.

16.2 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.

16.3 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.

17 SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to 9.50 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.
18 PAYMENT ARRANGEMENTS

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

19 WITHOLDING OF MONIES

19.1 Subject to cl. 19.2 in the event that an Employee does not provide the full notice required by clause 35, 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.

19.2 Clause 19.1 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.

19.3 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:

- unpaid salary or wages to the extent to which such entitlements exceed the Employee's Basic Periodic Rate of Pay;
- any entitlement to a pro rata payment for long service leave on termination of employment (notwithstanding any inconsistent provision of the LSL Act; and
- any amounts owing to the Employee for an unpaid bonus or allowance.

PART 4 LEAVE AND OTHER ABSENCES

20 ANNUAL LEAVE

20.1 Annual Leave is in accordance with the NES except where ancillary or supplementary terms are provided in this Agreement.

20.2 This clause does not reproduce the AFPCS in full.

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

20.4 An employee must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the employee works.

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

20.6 An employee will take all accrued annual leave during the shut down period.
21 ANNUAL LEAVE LOADING

21.1 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 (4) weeks' annual leave.

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

\[
\text{Annual Rate of Pay} = \left( \frac{17.5\%}{\text{Number of School's term weeks}} \right) \times 4 \times \text{Annual Rate of Pay} +
\]

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

21.4 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).

22 PERSONAL/CARER’S LEAVE

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

22.2 Entitlement

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

22.2.2 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 13 - Hours of Work.

22.2.3 Paid personal leave is taken by the employee because of a personal illness or injury.

22.2.4 Paid carer’s leave is taken by the employee to provide care or support to a member of the employee’s Immediate Family or a member of the employer’s household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

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

22.2.7 The amount of personal/carer's leave a Full Time employee may take as sick leave 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 year.

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

22.2.9 An employee is entitled to sick 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 exceed five days in the one year.

22.2.10 A employee is entitled to carer's leave provided that
- the employee produces, if required by the College, 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.

22.2.11 An employee is entitled up to 2 days Private Necessity Leave (PNL) each year to be taken from their personal / carer's entitlement.
The College's Policy titled Personal; Compassionate and Other leave provides further details on PNL and should be read in conjunction with this clause. This policy is not incorporated into and does not form part of this agreement.

23 COMPASSIONATE LEAVE

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

23.2 Entitlement
23.2.1 An employee may take three (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.

23.2.2 In addition to the entitlement in 23.2.1, an Employee is entitled to use up to two (2) days of the Employee's accrued personal / carer's 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 23.2.1 shall apply.

23.2.3 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.

23.2.4 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.

24 INFECTIONOUS DISEASES LEAVE

24.1 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.

24.2 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.

25 PARENTAL LEAVE

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

25.2 Right to request

25.2.1 Additional Long Parental Leave 
(a) Subject to 25.2.1(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further
continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities

(b) An application under 25.2.1(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

25.2.2 Part Time Work

(a) Subject to 25.2.2(b), 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 five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 25.2.2(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

25.2.3 Request to be considered

(a) The Employer shall consider any request made pursuant to 25.2.1 or 25.2.2 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.

(b) An Employee’s request and the Employer’s decision made pursuant to 25.2.1 or 25.2.2 must be recorded in writing.

26 PAID PARENTAL LEAVE

26.1 Where an employee is granted unpaid parental leave in accordance with the NES and clause 25 – 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.

26.1.1 An employee is entitled to 14 weeks' paid parental leave at the employee’s ordinary rate of pay, provided that the employee has completed 12 months continuous service with the College immediately preceding the date on which the employee commences parental leave and takes a minimum of 14 weeks unpaid parental leave commencing at or around the time of the birth of then child.

26.1.2 An employee is entitled to 14 weeks' paid adoption leave at the employee’s ordinary rate of pay, provided that the employee has completed 12 months continuous service with the College immediately preceding the date on which she commences adoption leave and takes a minimum of 14 weeks unpaid adoption leave commencing at or around the time of the adoption of the child.

26.2 During the period of time that the employee is in receipt of the parental leave under 26.1, the employee is entitled to accrue long service leave, annual leave, as defined by the NES and personal leave, in accordance with clause 22– Personal Leave of this Agreement.
26.3 Where an Employee is granted concurrent leave at the time of the birth of a child or placement of a child for adoption in accordance with the NES, the Employee is entitled to a paid non-primary carer leave at the Employee's ordinary rate of pay based on the following:

(a) for up to 7 days of the short paternity or adoption leave, provided the leave is taken within three (3) months of the birth of the child. The leave may be taken in one period only.

26.4 An employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a further period of paid leave pursuant to 26.1, 26.1.1, 26.1.2 and 26.3(a). Where an employee has less than 12 months' continuous service with the Employer following a period of parental leave, the employee may make application for payment of the parental leave, citing reasons in support of the payment. Payment, if any, will be at the discretion of the Employer.

26.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 26.1, 26.1.1, 26.1.2, and 26.3(a).

26.6 Parental leave is not payable during a period of paid leave.

26.7 Where the Federal Government implements a statutory scheme of paid parental leave during the course of this agreement, an employee will be entitled to the quantum of leave provided by the statutory scheme without any effect on paid parental leave entitlements offered by the college.

27 LONG SERVICE LEAVE

27.1.1 An Employee is entitled to long service leave. The NES specifies the entitlement except where this agreement provides for ancillary terms.

27.1.2 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment. A Employee is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.

27.1.3 Long service leave may first be taken on completion of seven years of continuous employment with the employer.

27.1.4 Long service leave should be taken in term blocks. Any request to vary this provision will only be granted at the discretion of the Principal or Principal's delegate, taking into account the differing requirements and arrangements of divisions, faculties and departments within the College.

27.1.5 An employee may apply for leave without pay in conjunction with long service leave. The employer will assess such application on its merits but only to the extent that a employee does not have sufficient accrued long service leave to make up the minimum period required to take long service leave (ie: a school term).

27.1.6 An employee should discuss with the College her/his intention to take long service leave as far in advance of taking leave as is practicable. A employee is required by the College to give a minimum of six months notice of intention to take long service leave.
27.1.7 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the Long Service Leave Act 1992 (Vic.).

27.1.8 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.

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

27.1.10 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.

27.1.11 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.

27.1.12 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.

27.2 Illness on Long Service Leave

27.3 Subject to the requirements of 27.4 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, 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.

27.4 The Employee's application under 27.3:
   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.

27.5 Taking of Long Service Leave

27.5.1 Employees with less than 10 years of continuous employment with the College as at 1 January 2018 must take long service leave within three (3) years of reaching 10 years of continuous employment unless otherwise agreed with the Principal;
27.5.2 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;

27.5.3 Where the employee does not take long service leave in accordance with 27.5.1 or 27.5.2, the College may direct the employee to take long service leave;

27.5.4 Where the employee requests to take long service leave in accordance with 27.5.1 or 27.5.2 or where the College directs the employee to take long service leave in accordance with 27.5.3 a minimum of six month’s notice is required.

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

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

27.5.7 Upon each subsequent period of ten (10) years of continuous employment, a 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;

27.5.8 Where the employee does not take long service leave in accordance with 27.5.5, 27.5.6 or 27.5.7 the College may direct the employee to take long service leave;

27.5.9 Where the employee requests to take long service leave in accordance with 27.5.5, 27.5.6 or 27.5.7 or where the College directs the employee to take long service leave in accordance with 27.5.8, a minimum of six month’s notice is required.

28 PUBLIC HOLIDAYS

28.1 A 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 or substituted days in accordance with (cl.28.3). These include the following:
- New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day and Boxing Day; and
- The following days, as prescribed in Victoria: Australia Day, Queen’s Birthday and Labour Day.
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

28.2 Public holidays that occur during a period of Non Attendance Time for Employees in accordance with clause 14 – Non Attendance Time do not create an additional entitlement.
28.3 In the event that an employee is required to work on Labour Day, Queens Birthday or Melbourne Cup day, the College will substitute another day (usually a Jewish holyday) for each of these days worked.

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

28.5 An agreement made in accordance with 28.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

29 **LEAVE WITHOUT PAY**

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

30 **EXAMINATION LEAVE**

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

31 **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.

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 Teacher 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 and 32.4 of this clause, an Employer will continue to pay a employee granted leave pursuant to 32.1 his or her salary during the period of leave. Within a reasonable time after completion of the Jury Service, the employee will reimburse the Employer an amount equal to the amount paid by the Court Authorities in respect to the employee's attendance for such jury service.
32.6 For the purpose of 32.4, reasonable time is defined as a period of 10 working days after completion of the jury service. If the employee has not reimbursed the employer the amount paid by the court authorities, the employer may deduct an amount equal to the amount paid by the court authorities to the employee from any outstanding salary owed to the employee.

33 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

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

33.2 If a Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), then:
(a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
   i. annual leave; or
   ii. paid personal/carer’s leave; and
(b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time which fall during the period that the Employee is in receipt of weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic).

PART 5 TERMINATION OF EMPLOYMENT AND RELATED MATTERS

34 PERFORMANCE/CONDUCT MANAGEMENT

34.1 Termination by the School

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

34.1.1 Redundancy

Where termination takes place for reasons of redundancy, clause 36 will apply.

34.1.2 Unsatisfactory Performance

Where termination of employment may take place for reasons related to performance, the School will undertake the process outlined in 34.1.3 and 34.1.4 (Due Process) below.
34.1.3 Commencement of Due Process
Due process will commence with the School advising the employee in writing of:
- the School's concerns with the Employee's performance;
- the time, date and place of the first due process meeting;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all due process meetings;
- the School's right to terminate employment should due process not resolve the School's concerns.

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

34.2 Unsatisfactory Conduct
34.2.1 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 may take disciplinary action deemed appropriate by the School. Disciplinary action may take the form of a verbal warning, a written warning or a final written warning. Where an issue of misconduct is to be investigated, the Employee is entitled to be accompanied by a representative of the Employee's choice. Disciplinary action may include termination of the Employee's employment with notice.

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

34.3.2 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.

34.3.3 Procedure for instituting summary dismissal:
In cases where it is deemed necessary by the Principal to institute summary dismissal of a Employee where allegations of serious misconduct have arisen, the Employee will be suspended on full pay pending completion of the following steps:
• 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 will review the matter, determine an outcome and will then communicate the outcome.

35 NOTICE OF TERMINATION

35.1 Where the Employer wishes to terminate the employment of a Employee serving a minimum employment period pursuant to clause 12 - Minimum Employment Period, or an Employee wishes to resign during a qualifying period, the period of notice is specified by Clause 12 - Minimum Employment Period.

35.2 Subject to Clause 12 where the Employer wishes to terminate the employment of a Employee, where the Employee has had more than six months' continuous service, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.

35.3 Where the Employer wishes to terminate the employment of a Fixed Term Employee, who is replacing another Employee on parental leave, the Employer will give the Fixed Term Employee as much notice as possible but at least four weeks' notice if the Employee being replaced provides notice to the Employer that the Employee being replaced wishes to return from parental leave.

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

35.5 Subject to Clause 12 a Employee must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.

35.6 The notice period in this clause and in Clause 12 - Minimum Employment Period do not apply where the Employee is guilty of serious misconduct.

36 REDUNDANCY

36.1 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.

36.2 Redundancy Disputes
36.2.1 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.

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

36.3 Transfer to lower paid duties

Where a 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.

36.4 Severance Pay

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

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

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

For the purposes of this clause, continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.
36.5 Leaving during notice
A 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 clause 36.4 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.

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

36.7 Time off during notice period
i. During the period of notice of termination a 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.

PART 6 OTHER PROVISIONS

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

38 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.

39 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.

40 STAFF ASSOCIATION PRESIDENT
The President of the Staff Association shall be entitled to a time allotment of 3 teaching periods per week. This time allotment is to be used to attend to Staff Association duties and responsibilities. Any variation to increase this time allotment will be at the discretion of the College Principal. In exceptional circumstances, the Principal may grant some time allowance to the Vice President(s).
41 MISCELLANEOUS BENEFITS AND ENTITLEMENTS

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

41.2 Teachers who take on responsibility for the supervision of a student teacher are eligible to receive the teacher supervision fee applicable at the time. The fee is firstly paid to the College by a Tertiary Institution. The College after having received the fee will pay it to the teacher, subject to appropriate taxation. Teachers can retain the full amount, subject to appropriate taxation or may choose to donate all or some part of that fee for a particular educational or other use within the College.

41.3 An Employee who joined the College after 1987 and has children enrolled at the College is entitled to a 25% deduction on tuition fees. A Part Time Employee employed by the College is entitled to the 25% discount on tuition 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.

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

41.5 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.

41.6 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.

42 ADVERTISING OF POSITIONS

All vacancies, other than vacancies of less than six term weeks, will be advertised in all campuses and divisions of the College.
43 CLASS SIZES

The College will endeavour to keep class sizes to

Prep to Year 2 class sizes to  - 25.
Year 3 to Year 10 class sizes to - 28.
Years 11 and 12 class sizes to - 25.

In the event that new enrolments may necessitate a particular class(es) to exceed the maximum limit, this will be done only after consultation with the teacher concerned. Where the College proposes to make changes to class sizes, it shall notify the Staff Association and discuss these changes with the Association.

44 LETTER OF APPOINTMENT

An employee employed under the coverage of this agreement, upon engagement, shall be issued with a letter of appointment.

45 OUTSIDE EMPLOYMENT

Teachers who take on any employment outside the College are expected to ensure that such employment does not conflict with their obligations to the College and that it does not interfere with the proper exercise of their responsibilities. Teachers should advise the Principal of any outside employment in which they may engage. Teachers are not permitted to provide paid private tutoring for any students they teach. This may be varied, in exceptional circumstances, with the Principal's permission.

46 FAMILY DOMESTIC VIOLENCE LEAVE

46.1 Definition

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

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

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

46.2.1 An employee subject to family violence is entitled to ten days per year of paid family violence leave for the purpose of:
(a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
(b) relocation or making other safety arrangements; or
(c) other activities reasonably associated with the experience of family violence.

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

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

46.3 Notice and Evidentiary Requirements

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

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

46.3.3 The employer will not place the documentary evidence provided under clause 46.3.2 on the employee’s file, unless expressly permitted by the employee. Instead, the employer may place a note on the employee’s file confirming:
(a) the dates that family violence leave was taken; and
(b) that documentary evidence was sighted by the employer.

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

47 CONSULTATIVE COMMITTEE

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

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

An elected person from the following:

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

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

47.3 The Committee shall meet as follows:

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

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

- Matters arising regarding the implementation of this Agreement,
- Interpretation of this Agreement,
- School policies and procedures impacting on staff,
- Health and Safety,
- Other staff concerns.

48 VEHICLE ALLOWANCE

An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties shall be paid the following allowance:

$0.78 per kilometre with a maximum payment as for 400 kilometres per week.

49 REVIEW OF AGREEMENT

The parties acknowledge that staff morale and employee job satisfaction is enhanced where the views of staff are taken into consideration before decisions are made. To this end, the College commits to an open line of communication with the Staff Association and College Workplace Negotiating Committee on workplace issues specific to this agreement during the life of this agreement.
EXECUTED as an Agreement thls 14th day of December 2017.

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 4 December 2017
Name in full (printed): Rachel James Kennard
Position title: College Principal
Authority to sign explained: College Principal
Address: 245 Burwood Highway
Burwood Victoria 3125
Witnessed by: [Signature]
Witness name in full: Allison Julie Austin
Witness address: 245 Burwood Highway
Burwood Victoria 3125

EMPLOYEE REPRESENTATIVE

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

1.1 Positioning on the rates of pay scale.

a. A teacher who has either full or provisional registration with the Victorian Institute of Teaching and who has completed a 4-year approved training course beyond secondary school including teacher training shall commence at Graduate Teacher Level 1 and progress in annual increments to Expert Teacher Level 4, on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

b. A teacher who has provisional registration with the Victorian Institute of Teaching and who has completed a 3-year approved training course beyond secondary school including teacher training shall remain on Graduate Teacher Level 1 for a fixed period of two years followed by a period on Graduate Teacher Level 2 for a fixed period of two years and progress in annual increments to Expert Teacher Level 4 on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

c. All other teachers who do not have qualifications of a three or four year trained teacher and who have permission to teach with the Victorian Institute of Teaching shall commence at Graduate Teacher Level 1 and cannot progress beyond Accomplished Teacher Level 2.

d. A teacher employed for 40 per cent, or less of a full teaching load will be required to complete 24 months service before advancement to the next salary level;

e. Teachers who complete a relevant post-graduate qualification approved by the College will be eligible to advance, once only, one step on the scale beyond that which would normally apply. This adjustment will be made on completion of the qualification.

f. A Kindergarten teacher who teaches Hebrew in addition to general responsibilities, will be eligible to receive a salary equivalent to the rate of one step on the scale beyond that which would normally apply to them. Upon reaching the highest salary level being Expert Teacher level 4 the teacher will receive an allowance equivalent to 3% of Expert Teacher Level 4.

g. Psychologists or Counsellors shall commence at Graduate Teacher Level 1 and progress in annual increments to Expert Teacher Level 4, on the anniversary of the employees appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
1.2 Teachers holding Positions of Responsibility

The following shall apply in conjunction with the College Policy on Additional Responsibilities. This policy is not incorporated into, and does not form part of the agreement.

a. A position of responsibility monetary allowance may be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or leadership duties additional to those usually required of a Teacher by the Employer.

b. A position of responsibility monetary allowance is linked to a position of responsibility rather than tied to an individual teacher.

c. The Principal or Principal's delegate determines who is eligible for a position of responsibility monetary allowance.

d. The College will provide written advice to a Teacher in receipt of a position of responsibility allowance, including the position, its tenure, the duties required and the amount to be paid.

e. In principle, a teacher shall not occupy more than one position of responsibility. However where special circumstances exist, the Principal may request and approve a teacher do so. In the event of this, the teacher shall receive the appropriate allowance payment for both positions. Where a position of responsibility is shared, the allowance payment may also be shared.

1.3 Teachers assuming Additional Responsibilities

The following shall apply in conjunction with the College Policy on Additional Responsibilities. This policy is not incorporated into, and does not form part of the agreement.

a. A responsibility monetary allowance may be paid to a employee for undertaking a task that is additional to the responsibilities that are required of a teacher at their respective classification level. The minimum annual amount of this responsibility allowance shall be $644.

b. The Principal or Principal's delegate determines who is eligible for a responsibility allowance.

c. The College will provide written advice to an employee in receipt of a responsibility allowance including the responsibility title, its tenure, the duties required and the amount to be paid.
SCHEDULE 2 – RATES OF PAY

2.1 Annual Rate of Pay

Salaries for Employees will be increased by 2.6% on the first pay period commencing on or after 1 February 2018, 1 February 2019 and 1 February 2020.

The annual rate of pay for a Full Time Employee will be not less than that prescribed by the following table.

First pay period commencing on or after

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>1/2/18</th>
<th>1/2/19</th>
<th>1/2/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRADUATE TEACHER</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>G-1</td>
<td>71,839</td>
<td>73,707</td>
<td>75,623</td>
</tr>
<tr>
<td>G-2</td>
<td>73,887</td>
<td>75,808</td>
<td>77,779</td>
</tr>
<tr>
<td>ACOMPLISHED TEACHER</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A-1</td>
<td>78,160</td>
<td>80,192</td>
<td>82,227</td>
</tr>
<tr>
<td>A-2</td>
<td>80,386</td>
<td>82,476</td>
<td>84,620</td>
</tr>
<tr>
<td>A-3</td>
<td>82,678</td>
<td>84,828</td>
<td>87,034</td>
</tr>
<tr>
<td>A-4</td>
<td>85,036</td>
<td>87,247</td>
<td>89,515</td>
</tr>
<tr>
<td>A-5</td>
<td>87,457</td>
<td>89,731</td>
<td>92,064</td>
</tr>
<tr>
<td>EXPERT TEACHER</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>E-1</td>
<td>90,606</td>
<td>92,962</td>
<td>96,332</td>
</tr>
<tr>
<td>E-2</td>
<td>93,416</td>
<td>96,803</td>
<td>99,320</td>
</tr>
<tr>
<td>E-3</td>
<td>96,312</td>
<td>99,804</td>
<td>103,423</td>
</tr>
<tr>
<td>E-4</td>
<td>105,969</td>
<td>108,724</td>
<td>111,551</td>
</tr>
</tbody>
</table>

In addition to the above table, the following rates of pay will be adjusted as follows:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>As at 1/10/18 Expert Teacher Level 2 will be increased by 1.0% to $94,350</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As at 1/10/18 Expert Teacher Level 3 will be increased by 1.0% to $97,275</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As at 1/10/19 Expert Teacher Level 1 will be increased by 1.0% to $93,891</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As at 1/10/19 Expert Teacher Level 3 will be increased by 1.0% to $100,802</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As at 1/10/20 Accomplished Teacher Level 5 will be increased by 1.0% to $92,984</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As at 1/10/20 Expert Teacher Level 4 will be increased by 0.5% to $112,108</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2.2 Weekly Rate of Pay

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

2.3 Annual Leave Loading

The annual rate of pay in 2.1 does not include annual leave loading.

2.4 Emergency Teacher (Casual) Rates of Pay

The rate of pay for an Emergency Teacher will not be less than that prescribed in the following table.

First pay period commencing on or after

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>1/2/18</th>
<th>1/2/19</th>
<th>1/2/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per day</td>
<td>$363.56</td>
<td>$373.01</td>
<td>$382.71</td>
</tr>
<tr>
<td>Per half day</td>
<td>$181.78</td>
<td>$186.50</td>
<td>$191.35</td>
</tr>
<tr>
<td>Per hour</td>
<td>$ 51.93</td>
<td>$ 53.29</td>
<td>$ 54.67</td>
</tr>
</tbody>
</table>

2.5 Monetary Allowances for Positions of Responsibility

2.5.1 The following annual monetary allowances apply to a Position of Responsibility (POR) in accordance with Schedule 1.2 effective from 1/2/18

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>1/2/18</th>
<th>1/2/19</th>
<th>1/2/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEVEL 1</td>
<td>$2,119.40</td>
<td>$2,174.50</td>
<td>$2,231.04</td>
</tr>
<tr>
<td>LEVEL 2</td>
<td>$3,708.96</td>
<td>$3,805.39</td>
<td>$3,904.33</td>
</tr>
<tr>
<td>LEVEL 3</td>
<td>$5,298.51</td>
<td>$5,435.85</td>
<td>$5,577.18</td>
</tr>
<tr>
<td>LEVEL 4</td>
<td>$6,888.06</td>
<td>$7,067.15</td>
<td>$7,250.90</td>
</tr>
</tbody>
</table>
2.6 Monetary Allowances for Additional Responsibilities

2.6.1 The following annual monetary allowances apply to an employee who is allocated an additional responsibility in accordance with Schedule 1.3 effective from 1/2/18

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>1/2/18</th>
<th>1/2/19</th>
<th>1/2/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEVEL 1</td>
<td>$660.82</td>
<td>$678.00</td>
<td>$695.63</td>
</tr>
<tr>
<td>LEVEL 2</td>
<td>$1,320.51</td>
<td>$1,354.84</td>
<td>$1,390.07</td>
</tr>
<tr>
<td>LEVEL 3</td>
<td>$2,113.26</td>
<td>$2,171.28</td>
<td>$2,227.74</td>
</tr>
<tr>
<td>LEVEL 4</td>
<td>$3,696.52</td>
<td>$3,792.62</td>
<td>$3,891.23</td>
</tr>
<tr>
<td>LEVEL 5</td>
<td>$4,621.12</td>
<td>$4,741.26</td>
<td>$4,864.54</td>
</tr>
</tbody>
</table>

2.7 Adjustments to the salary scale beyond 1 February 2020

As a general rule, the College is committed to ensuring that salary levels paid to staff as identified under this agreement beyond February 2020 will be competitive after taking into consideration developments in the wider educational market and the College's financial position. However, the College cannot guarantee that employee's salaries will remain at 3.5% above Victorian Government Schools, although the College believes it is a worthy objective.

Salary adjustments to take effect from the first pay period commencing on or after 1/2/21 will be determined in consultation with the College's Staff Association and Workplace Negotiating Committee in accordance with Clause 48.
IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2017/6672

Section 185 – Application for approval of a single enterprise agreement

**Undertaking - Section 190**

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

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

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

3. That cl.36.6 of the Agreement shall not apply.

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

Signature

30/4/2018

Date