



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ballarat & Clarendon College T/A Ballarat Clarendon College
(AG2022/3574)

BALLARAT & CLARENDON COLLEGE ENTERPRISE AGREEMENT 2022-2026

Educational services

COMMISSIONER WILLIAMS

PERTH, 21 SEPTEMBER 2022

Application for approval of the Ballarat & Clarendon College Enterprise Agreement 2022-2026

[1] An application has been made for approval of an enterprise agreement known as the *Ballarat & Clarendon College Enterprise Agreement 2022-2026* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Ballarat & Clarendon College T/A Ballarat Clarendon College. The Agreement is a single enterprise agreement.

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

[3] 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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 September 2022. The nominal expiry date of the Agreement is 21 September 2026.



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Ballarat Clarendon College Enterprise Agreement 2022-2026

part 1 – application and operation

1. Title

This Agreement is to be known as the Ballarat & Clarendon College Enterprise Agreement 2022-2026 (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the *Fair Work Act 2009* (Cth) (the Act).

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3. Commencement date and period of operation

- 3.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.
- 3.2 The nominal expiry date of this Agreement will be 4 years after the date that the Fair Work Commission approves this Agreement.

4. Coverage

- 4.1 This Agreement covers:
- the Employer ('Clarendon');
 - School Teachers and Early Learning Centre (ELC) Teachers;
 - School Assistants and ELC Educators employed at Clarendon facilities; and
 - Independent Education Union of Australia.
- 4.2 This Agreement does not cover:
- the Principal;
 - the Deputy Principal(s), by whatever name called;
 - the Business Manager; by whatever name called;
 - the Finance Manager;
 - the Human Resources Manager;
 - employees employed pursuant to the *Educational Services (Schools) General Staff Award 2020* other than employees employed in Classroom support services and Curriculum/resources services (defined as School Assistants) and ELC services (defined as ELC Educators);
 - any Information Technology Staff Member employed after 1 January 2017;
 - any audio-visual staff member employed after 1 January 2017;
 - apprentices;
 - trainees; and
 - employees on a supported wage system.
- 4.3 Part 1, Part 2 and Part 3 of this Agreement apply to all Employees covered by the Agreement. Part 4 of this Agreement applies to the Employees as specified.

5. Relationship to Awards

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

6. National Employment Standards

- 6.1 The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to employees, the NES will apply to the extent of the inconsistency.

7. Definitions

Term	Definition
Workplace Injury Rehabilitation and Compensation Act	means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or its successor(s)
Act	means the Fair Work Act 2009 (Cth) or its successor(s)
Assistant	means persons employed as School Assistants and ELC Educators

Attendance Time	means all days of the School Year less the Non-Attendance Time and the period of annual leave
Awards	means the Educational Services (Teachers) Award 2020; the Educational Services (Schools) General Staff Award 2020 or successor award(s)
Board	means the Directors of Ballarat & Clarendon College (ACN 006 101 113)
Casual Employee	means an Employee employed pursuant to clause 20 of this Agreement
College or Clarendon	means Ballarat & Clarendon College (ACN 006 101 113) trading as Ballarat Clarendon College
ELC Educator	means a person who performs general duties under the direction of an ELC Teacher in the ELC programmes.
ELC Teacher	means a person who is employed to teach children in the ELC programmes
Employee	means a person covered by this Agreement
Employer	means Ballarat & Clarendon College (ACN 006 101 113)
Fixed-Term Employee	means an Employee employed pursuant to clause 19 of this Agreement
Full-Time Employee	means an Employee employed pursuant to clause 17 of this Agreement
FWC	means the Fair Work Commission or its successor(s)
Graduate Teacher – Pre-Initial VIT Registration	means a person who has completed their university studies to become a teacher and who is in the process of applying for initial registration with the Victorian Institute of Teaching (VIT), but who has not yet been granted Full or Provisional Registration or Permission to Teach.
Immediate Family	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, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and 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
Registered Health Practitioner	means an individual who is registered under the National Law to practise a health profession, other than as a student, or holds a non-practising registration in a health profession under the National Law.
NES	means the National Employment Standards in Part 2-2 of the Act
Non-term week	means a week in the school year other than term weeks, where Employees are required to attend
Non-Attendance Time	means a period of time (including four weeks' annual leave) that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers
Part-Time Employee	means an Employee employed pursuant to clause 18 of this Agreement

Principal	means the Principal of Ballarat & Clarendon College or their nominee
School Assistant	means a person who is ancillary to the process of teaching and includes Laboratory Assistant, Laboratory Technician, Teacher aide, Integration Aide, ELC Educator, Audio/Visual and Media Assistant, Language Assistant, Librarian, Library Assistant, Information Services Officer, Computer Technician and IT Officer
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 Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching (VIT) pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic) and is employed to teach in the College's educational program. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means a School Teacher and an ELC Teacher, unless separately specified
Term week	means a week in the school year that Employees are required to attend school as set out in the school calendar
Victorian Institute of Teaching (VIT)	means the statutory authority for the registration of School Teachers established pursuant to the Education and Training Reform Act 2006 (Vic) or its successor(s)

8. Agreement Flexibility

- 8.1 Clarendon and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a. the Agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances; or,
 - v. leave loading.
 - b. the arrangement meets the genuine needs of Clarendon and Employee in relation to one or more of the matters mentioned in cl.8.1(a); and,
 - c. the arrangement is genuinely agreed to by Clarendon and Employee.
- 8.2 Clarendon must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the Act; and,
 - b. are not unlawful terms under section 194 of the Act; and,
 - c. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 8.3 Clarendon must ensure that the individual flexibility arrangement:
- a. is in writing; and,
 - b. includes the name of Clarendon and Employee; and,
 - c. is signed by Clarendon 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 their employment as a result of the arrangement; and,
 - iv. states the day on which the arrangement commences.
- 8.4 Clarendon must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 Clarendon 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 Clarendon and Employee agree in writing — at any time.

9. No Extra Claims

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

part 2 – consultation and dispute resolution

10. Consultation

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

11. Major Change

- 11.1 For a major change as referred to in cl.10.1(a):
- a. Clarendon must notify the relevant Employees of the decision to introduce the major change; and,
 - b. cl.11.2 to cl.11.8 apply.
- 11.2 A relevant Employee or relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 11.3 Clarendon must recognise the representative if:
- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and,
 - b. the Employee or Employees advise Clarendon of the identity of the representative.
- 11.4 As soon as practicable after making its decision, Clarendon 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 Clarendon is taking to avert or mitigate any adverse effect of the change on the Employees.
 - 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.
- 11.5 However, Clarendon is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 11.6 Clarendon must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 11.7 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Clarendon, the requirements set out in cl.11.2 to cl.11.3 are taken not to apply.
- 11.8 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 Clarendon'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.

12. Change to Regular Roster or Ordinary Hours of Work

- 12.1 For a change referred to in cl.10.1(b) Clarendon must notify the relevant Employees of the proposed change; and cl.12.2 to cl.12.7 apply.
- 12.2 A relevant Employee or relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 12.3 Clarendon must recognise the representative if:
- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and,
 - b. the Employee or Employees advise Clarendon of the identity of the representative.
- 12.4 As soon as practicable after proposing to introduce the change, Clarendon must:
- a. discuss with the relevant Employee or Employees the introduction of the change; and
 - b. for the purposes of the discussion, provide in writing, to the relevant Employees:
 - i. all relevant information about the change including the nature of the change; and,
 - ii. information about what Clarendon reasonably believes will be the effects of the change on the Employee or Employees; and,
 - iii. information about any other matters that Clarendon reasonably believes are likely to affect the Employees; and,
 - c. invite the relevant Employee or Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

12.6 Clarendon must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

12.7 In this clause, '*Relevant Employees*' means the Employees who may be affected by the change as referred to in cl.10.1(b).

13. Dispute Resolution

- 13.1 If a dispute relates to:
- a. a matter arising under the Agreement, or,
 - b. the NES, this clause sets out procedures to settle the dispute.
- 13.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

- 13.3 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. The objective of the parties is to proactively work to resolve the dispute so as to avoid any interruption to the provision of teaching and learning.
- 13.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 13.5 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 making a recommendation; and
 - b. if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - i. in relation to the NES, arbitrate the dispute or,
 - ii. in relation to all other matters in the Agreement, arbitrate the dispute and, make a determination that is binding on the parties.

Note:

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

- 13.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- a. an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b. an Employee must comply with a direction given by Clarendon to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or,
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or,
 - iii. the work is not appropriate for the Employee to perform; or,
 - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 13.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause subject to any rights of appeal as provided for under the Act.

part 3 – conditions of employment for all employees

14. Minimum Employment Period

- 14.1 An Employee’s employment is contingent upon the satisfactory completion of a minimum employment period of six (6) months.
- 14.2 If Clarendon is to terminate the employment of an Employee during the first six (6) months of the Employee’s employment, the Employer does not need to provide the relevant notice of termination and does not need to comply with Clause 26 – Application of Performance and Conduct Management.
- 14.3 If Clarendon is to terminate the Employee within the first six (6) months of the Employee’s employment commencing, then the Employee is entitled to notice prescribed in this clause, or payment in lieu of the notice prescribed in this clause.

Category	Period
Teacher	4 weeks’ notice
Assistant	1 week notice

14.4 If the Employee is to resign within the first six (6) months of the Employee's employment commencing, then the Employee is required to give the same notice required of Clarendon in cl.14.3.

15. Types of Employment

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

16. Direction by Employer

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

17. Full-Time Employees

Clarendon may engage an Employee on a full-time basis in accordance with this Agreement.

18. Part-Time Employee

18.1 Clarendon may employ an Employee on a part-time basis in accordance with this Agreement.

18.2 Clarendon will set out in writing the part-time hours required upon the engagement of the Employee and at any other time when an ongoing variation occurs, giving the period of notice of any such change as required by the Award, or in a time period agreed by the Employee and Clarendon.

18.3 A Part-Time Teacher will be paid pro-rata of the rate that the Teacher would be entitled to receive as a Full-Time Teacher and is entitled to all entitlements on a pro-rata basis on the specified hours in cl.18.2. The pro-rata annual salary is calculated using the following formula or the teacher workload as directed by the Victorian Department of Education, as amended from time to time, whatever is the more favourable for the teacher:

Full-Time Teachers Face to face teaching hours	Minutes per fortnight
ELC	3060
Prep – Year 4	2700
Year 5-12	2218

$$\text{Teaching Hours} = \frac{\text{hours of face to face teaching}}{\text{full time teachers face to face teaching hours}} \times \text{annual salary}$$

18.4 A part-time employee is an employee who is engaged to work on a regular basis for less than, but not more than 90% of, the hours of a full-time employee.

18.5 If the hours of a part-time employee rise above 90% of the hours of a full-time employee, then the part-time employee will be considered full-time.

18.6 A part-time employee who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.

19. Fixed-Term Employee

19.1 Clarendon may employ an Employee to work on a basis or for a specified period of time as full-time or part-time:

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

- e. to replace an Employee who provided notice of termination of employment after the commencement of term 4. The period of the appointment must not exceed the end of the following School Year.
- 19.2 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.
- 19.3 Before employing a Fixed-Term Employee on a replacement basis, the Employer will inform the Fixed-Term Employee of:
- a. the reason for the fixed nature of the employment;
 - b. the date of commencement of the employment;
 - c. the benefits which are applicable under this Agreement; and,
 - d. the rights of any Employee being replaced.
- 19.4 Subject to Clause 14 – Minimum Employment Period, the termination of employment of a Fixed-Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions.
- 19.5 A Fixed-Term Employee is not entitled to any of the following benefits under this Agreement:
- a. notice of termination (where the date of cessation of employment is stated at the time of appointment);
 - b. redundancy;
 - c. performance and conduct management process as outlined in this Agreement
 - d. school fee remission; and,
 - e. paid parental leave.

20. Casual Employee

- 20.1 Clarendon may employ an Employee as a Casual Employee in accordance with this Agreement.
- 20.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B. This rate of pay includes a 25% casual loading to compensate the Casual Employee for the absence of an entitlement to the benefits of ongoing (non casual) employment, including but not limited to paid annual leave, paid personal / carer's leave, paid compassionate leave, notice of termination of employment (or payment in lieu of notice), redundancy benefits, payment for public holidays not worked and other ongoing (non casual) entitlements under this Agreement as specified in cl.20.7.
- 20.3 Clarendon must not employ a Casual Assistant for less than two (2) hours for each engagement.
- 20.4 Clarendon will engage a Casual Teacher on a daily or half daily basis. A Casual Teacher must not be employed for less than half a day for each engagement.
- 20.5 The minimum rate paid to a Casual Teacher will be:
- a. where the Casual Teacher is engaged for less than 5 consecutive days—no higher than the rate specified in cl.1B.5 of Schedule 1B;or,
 - b. where the Casual Teacher is engaged for 5 or more consecutive days—the appropriate minimum rate for the classification as specified in cl.1B.5 of Schedule 1B.
- 20.6 The minimum rate for a Casual Teacher will be calculated in accordance with the following table:

Time period	Rate calculation
Full Day	Weekly rate calculated in accordance with cl.1B.5 of Schedule 1B divided by 5 plus 25%.
Half Day	Weekly rate calculated in accordance with cl.1B.5 of Schedule 1B divided by 10 plus 25%.

- 20.7 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- a. notice of termination of employment (or notice in lieu);
 - b. redundancy benefits;
 - c. remuneration packaging;
 - d. paid annual leave, paid parental leave, paid personal / carer's leave, paid family violence leave and paid compassionate leave;
 - e. school fee remission;
 - f. non-attendance time;
 - g. leave loading;
 - h. note book computers – except via specific agreement with Clarendon; and,
 - i. accident make-up pay.
- 20.8 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave, unpaid family violence leave and long service leave, where eligible.
- 20.9 Casual Teachers will be engaged for a period of:
- a. not more than four consecutive term weeks; or,
 - b. by agreement between Clarendon and the Casual Teacher – up to one (1) school term.
- 20.10 An Employer must not employ a Casual Assistant for longer than two (2) concurrent school terms on relieving work or to complete a fixed project, or for more than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period. Except that a Casual Assistant and Clarendon may agree to a longer period by mutual agreement.
- 20.11 The NES applies to offers and requests for casual conversion.

21. Letter of Appointment

21.1 Assistant

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

21.2 Teacher

- a. At the time of engagement, the Employer will provide a Teacher with a letter of appointment advising:
 - i. the commencement date of employment;
 - ii. whether employment is on a full-time, part-time or casual basis;
 - iii. where the engagement is for a fixed-term, the reason the employment is for a fixed-term and the cessation (if known);
 - iv. classification and salary upon commencement of employment; and,
 - v. the face-to-face teaching load and details of the co-curricular commitment upon commencement of employment.
- b. In the case of a part-time Teacher, the letter of appointment will include the Teacher's face-to-face teaching load expressed as a percentage of a full-time load and that the co-curricular commitment will generally be, on balance, in the same proportion to the part-time Teacher's teaching load as that of a full-time Teacher.

22. Rates of Pay

- 22.1 The rates of pay applying upon the commencement of this Agreement are specified in the Schedule/s to this Agreement.

- 22.2 Subsequent pay increases will occur as part of the Clarendon's yearly budgeting and will be announced prior to the commencement of each School Year for the duration of this Agreement.
- 22.3 Teachers and Assistants will be entitled to the same percentage pay increase as determined by the College.
- 22.4 Future rates of pay will not be less than the rates of pay applying at the commencement of this Agreement in accordance with cl.1B.1.1 of Schedule 1B.

23. Remuneration Packaging

- 23.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 23.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

24. Superannuation

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

25. Payment Arrangements

All monies owed to the Employee by Clarendon, including but not limited to salary will be paid by electronic transfer to the Employee's nominated financial institution account on a monthly basis.

26. Application of Performance and Conduct Management

- 26.1 Clarendon will not be required to commence a performance or conduct management procedure, as detailed in this clause:
- a. where an Employee's employment is terminated during the minimum employment period pursuant to Clause 14 – Minimum Employment Period;
 - b. for a casual Employee except a casual employee with regular and systematic employment as defined by the Act; or
 - c. in the case of serious misconduct as defined by the Act. Clarendon will give the Employee an opportunity to meet to provide a response to an allegation of serious misconduct. The Employee will be entitled to be accompanied by a support person of the Employee's choice, including a union representative, provided that there is no conflict of interest with the support person that the Employee has chosen.
 - d. The principles of natural justice apply to this clause.
 - e. The procedural fairness as required by the Act, as updated and amended from time to time, apply to this clause.

27. Performance and/or Conduct management

- 27.1 Where Clarendon is considering termination of employment for reasons related to the Employee's performance and/or conduct, Clarendon will implement the procedure in this clause.
- 27.2 In the instance where Clarendon has concerns with the performance and/or conduct of an Employee, Clarendon shall in the first instance hold an informal discussion with the Employee, excepting situations that are covered by cl.26.1(c). Following this informal discussion, if Clarendon still has concerns regarding the performance and/or conduct of the Employee, then Performance Management as outlined below may be initiated.

- 27.3 A formal performance and/or conduct management procedure will commence with Clarendon advising the Employee in writing of:
- a. Clarendon's concern(s) with the Employee's performance and/or conduct.
 - b. the time, date and place of the first formal meeting to discuss the Employee's performance and/or conduct.
 - c. the Employee's right to be accompanied by a support person of the Employee's choice, including a union representative (as a support person), at all formal meetings scheduled to discuss the Employee's performance and/or conduct, Clarendon will recognise the employee's chosen support person. It is important that there be no conflict of interest with the support person that the Employee has chosen and the concern being discussed with the Employee.
 - d. In instances where a conflict of interest occurs:
 - i. the Employee will select another support person in respect of whom there is no conflict of interest so that the meeting may proceed as scheduled (or, if they prefer, not be accompanied by a support person to that meeting); and,
 - ii. if the Employee nominates an alternative support person who is not available to attend the scheduled meeting, Clarendon will reschedule the meeting to a time no more than two (2) business days after the original meeting time.
 - e. Clarendon's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- 27.4 Formal performance and/or conduct management meetings will:
- a. include discussion of Clarendon's concern(s) with the Employee's performance and/or conduct;
 - b. give the Employee an opportunity to respond to Clarendon's concern(s), which response may, if required by Clarendon, be in writing;
 - c. be the subject of a documented record, a copy of which will be given to the Employee;
 - d. include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - e. if a performance improvement plan is implemented, the Employee will have input into this; and,
 - f. set periods of review, where appropriate.
- 27.5 An outcome of a formal performance process may include, but not be limited to:
- a. no further actions;
 - b. informal or formal counselling;
 - c. performance improvement plan only;
 - d. increased supervision;
 - e. additional training and support;
 - f. move to another team or role;
 - g. demotion;
 - h. verbal warning;
 - i. first written warning;
 - j. second or subsequent written warning; and,
 - k. termination with or without notice (as applicable).
- 27.6 For the avoidance of doubt, in all instances of any type of warning pertaining to performance being issued, a performance improvement plan will be required. In the instances of a warning being issued for matters relating to conduct, the warning letter will include details of the expected future conduct.
- 27.7 If, following this process, Clarendon's concerns have been satisfactorily addressed, Clarendon will advise the Employee in writing to this effect.
- 27.8 Where Clarendon alleges a reportable allegation as defined by the Child Wellbeing and Safety Act 2005 against the Employee, the applicable category must be identified to the Employee in writing as soon as possible and the alleged conduct must meet the relevant definition under the Child Wellbeing and Safety Act 2005.

- 27.9 Where the allegation involves a reportable allegation, an interim finding must first be made in order to provide the Employee with an opportunity to respond to the interim finding or provide further information or evidence for the Employer's consideration. An interim finding is not a finding for the purposes of the Child Wellbeing and Safety Act and is not reported to the CCYP. Note that the intention of this clause is not to restrict in any way, Clarendon meeting its legal reporting obligations to the CCYP or other applicable body under the *Child Wellbeing and Safety Act 2005* or any other applicable legislation.
- 27.10 If, after following the procedure in this clause, Clarendon's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.
- 27.11 Suspension of Employee:
- a. Clarendon may suspend an Employee on full pay while Clarendon investigates or otherwise deals with a performance and/or conduct concern pertaining to the Employee.
 - b. During the period of their suspension, a suspended Employee will not be permitted on Clarendon's premises without the express permission or direction of the Principal, and the Employee's access to Clarendon's digital infrastructure may also be suspended.
 - c. An Employee who is suspended must remain available during their ordinary hours of work to be contacted by Clarendon and participate in the investigation or other processes as required by Clarendon.
- 27.12 Outcome
- a. Concern(s) with an Employee's performance and/or conduct may have the following outcomes:
 - i. summary dismissal, where the actions of the Employee, on balance, equate to serious misconduct;
 - ii. terminating the employment of the Employee in accordance with the relevant notice provision (or payment in lieu of notice);
 - iii. issuing the Employee with a warning or a final warning in writing;
 - iv. a letter of expectations that may include a requirement to attend formal counselling sessions; or,
 - v. other action as determined by Clarendon to be appropriate to the situation.
 - b. The outcome(s) listed in this clause will be notified to the Employee in writing.

28. Personal Carers Leave

- 28.1 Personal/Carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 28.2 An Employee is entitled to a paid personal leave entitlement, which is made up of both sick and carer's leave.
- 28.3 For a Full-Time Employee, the personal leave entitlement equates to 15 days per year of service. A Full-Time member of staff who does not work a full year, will have an entitlement to a pro-rata paid personal leave entitlement, calculated from their start date with the Employer. A Part-Time Employee is entitled to paid personal leave on a pro-rata basis based on specified hours in cl.18.2.
- 28.4 For the avoidance of any doubt, Personal leave will accrue progressively during any given year of service according to the Employee's ordinary hours of work, and accumulate from year to year.
- 28.5 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 28.6 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.

- 28.7 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by Clarendon and the Employee.
- 28.8 A Casual Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by Clarendon and the Employee.

29. Notice of Absence

An Employee must notify Clarendon 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. The Employee must also inform Clarendon of the estimated duration of the absence. In the case of carer's leave, an Employee is also required to indicate the name of the person requiring care and support and that person's relationship to the Employee.

30. Evidence Supporting Claim

- 30.1 The Employee is required to produce to Clarendon, a medical certificate from a Registered Medical Practitioner or a statutory declaration to Clarendon for any absence in the following list:
- a. of more than two (2) consecutive days;
 - b. any absence continuous with the beginning or end of a school term, a school exeat, a school camp, tour or excursion, a weekend or a public holiday to which the Employee is entitled and which would not otherwise require the production of a certificate;
 - c. where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five (5) days in the one (1) year;
 - d. or on any other occasion as requested by Clarendon.
- 30.2 For the purposes of cl.30.1(b), a weekend begins and ends the day after an employee's final work day for the week and concludes on the day prior to your first work day of the following week. To illustrate, an employee who is employed to work Tuesday – Thursday (inclusive) would have a weekend comprised of four days – Friday, Saturday, Sunday, and Monday.

31. Scheduling of Appointments

Where an Employee utilises paid personal carer's leave to attend personal appointments, the Employee must make every effort to schedule these appointments outside of classroom time in the interests of not disrupting teaching and learning.

32. Infectious Diseases Leave

- 32.1 An Employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health and who by attendance in the workplace poses a transmission risk of that infectious disease to others, or who is required by a Medical Practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, must not attend Clarendon and must report this to Clarendon as a matter of priority. Clarendon will then follow any formal procedures as required by the Victorian Government.
- 32.2 An Employee who is suffering from an infectious disease or is a close contact as outlined in cl.32.1 will be granted paid Infectious Diseases Leave provided Clarendon is satisfied, on the basis of documented medical advice that the Employee has contracted the disease and that the Employee is currently at risk of transmitting the disease. This medical evidence must be produced to Clarendon as a matter of priority by the Employee.

- 32.3 Infectious Diseases Leave will span a maximum period of 10 days or the period where the disease is transmissible, as assessed and advised by the applicable treating medical practitioner. For the avoidance of doubt, Infectious Diseases leave does not come off the balance of any Personal, Annual or Long Service Leave that an Employee may have accrued or be entitled to accrue.
- 32.4 Infectious Diseases Leave is available on each occasion that an Employee may contract a disease as defined in cl.32.1.
- 32.5 Infectious Diseases leave does not accumulate from year to year, is not payable at termination of employment, and attracts no other benefit other than as described in cl.32.3.

33. Community Service Leave

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

34. Jury Service Leave

- 34.1 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.
- 34.2 An Employee must notify Clarendon as soon as possible of the date upon which the Employee is required to attend for jury service.
- 34.3 An Employee must provide Clarendon with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 34.4 The employee must inform Clarendon immediately of any change to the known period of absence, and provide Clarendon with written proof of the payments made by the Court Authorities with respect to jury service.
- 34.5 Subject to cl.34.1 and cl.34.3, Clarendon will pay salary to the Employee whilst the Employee is absent on jury service leave. The Employee will pay the amount of the payment received from the Court Authorities for jury service to Clarendon upon returning to work from jury service leave.

35. Compassionate Leave

- 35.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 35.2 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.
- 35.3 This leave may be taken in a single unbroken period or in separate periods of one (1) day each or as agreed by the Employer and the Employee.
- 35.4 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.

36. Family Violence Leave

- 36.1 Clarendon is committed to providing support to employees experiencing family violence.
- 36.2 The definition of family violence will be per the NES.
- 36.3 For a Full-Time Employee, the Family Violence Leave entitlement equates to 20 paid days per year. A Full-Time member of staff who does not work a full year, will have an entitlement to a pro-rata paid Family Violence Leave entitlement, calculated from their

start date with the Employer. A Part- Time Employee is entitled to paid Family Violence Leave on a pro-rata basis based on specified hours in cl.18.2. A Casual Employee is not entitled to paid Family Violence Leave under this Agreement, but is still entitled to the benefits as provided in the NES.

- 36.4 Clarendon may, at its discretion choose to provide a greater period of paid Family Violence Leave to an Employee.
- 36.5 Family Violence Leave is non-cumulative and will not be paid out upon termination of employment.
- 36.6 An Employee may take Family Violence Leave for the purposes of:
 - a. Seeking medical assistance as a result of family violence;
 - b. Seeking legal Assistance as a result of family violence;
 - c. Seeking counselling as a result of family violence;
 - d. Relocation as a result of family violence; or,
 - e. To make other safety arrangements as a result of family violence.
- 36.7 Family violence leave may be taken as single or consecutive days but not as a fraction of a day.
- 36.8 An Employee will be required to give Clarendon as much notice as possible of their intention to take Family Violence Leave. Clarendon understands that there may be occasions where the Employee is unable to give Clarendon notice of their intention to take Family Violence Leave. In these situations, an Employee may take Family Violence Leave without prior notice, however if this is the case the Employee must notify their Manager or Human Resources, or have another person make this notification on their behalf, by 8.30am of the first day of the Family Violence Leave .
- 36.9 In order for the Employee to receive Family Violence Leave as outlined in this clause, the Employee must provide evidence to Clarendon in the form that would satisfy a reasonable person that the leave is being taken for the purposes as set out in cl.36.6 Depending on the circumstances, such evidence may include a document as issued by the Police Service, a Court, a Doctor, a Lawyer, a Family Violence Support Service Officer, or a statutory declaration Clarendon identifies the below positions as Family Violence Contact Officers:
 - a. Principal;
 - b. Head of Human Resources; and,
 - c. Head of Counselling.

37. Public Holidays

- 37.1 Public holidays are provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 37.2 Substitution of Public Holidays
 - a. By agreement between Clarendon and an individual Employee, an alternative day may be taken as a public holiday in lieu of any of the days specified in the NES.
 - b. The agreement will be recorded in writing and made available to the applicable employee.
 - c. Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.
 - d. Clarendon will normally take a designated Exeat holiday in lieu of Melbourne Cup Day and Grand Final Day or any gazetted replacement.
- 37.3 Public holidays that occur during a period of leave for Employees do not create an additional entitlement.
- 37.4 For part-time Employees, public holidays that occur on a non-work day do not create an additional entitlement.

38. Parental Leave

- 38.1 Parental leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 38.2 Unpaid Parental Leave Entitlement:
- a. An Employee is entitled to unpaid parental leave in accordance with the NES. period of unpaid parental leave does not break the Employee's continuity of service but it does not count as service.
 - b. Subject to applicable legislation, unpaid parental leave does not count for the purpose of accrual of any benefits or entitlements under this Agreement.

39. Paid Parental Leave Entitlement

- 39.1 Full-time and Part-time Employees who have completed at least 12 months of continuous service with Clarendon are entitled to paid parental leave as set out in this clause.
- 39.2 Where an Employee is granted birth-related or adoption-related leave in accordance with cl.39.1 and is the primary care giver of the child, the Employee is entitled to up to 14 weeks of paid parental leave provided the leave is taken during the first 14 weeks immediately after the birth or adoption of the child.
- 39.3 An Employee who has been granted concurrent leave, or birth-related or adoption-related leave in accordance with cl.39.1, and is not the primary care giver of the child, will be entitled to 3 weeks of paid parental leave after the birth or adoption of the child provided the leave is taken during the first 6 weeks immediately after the birth or adoption of the child.
- 39.4 The period of paid parental leave in cl.39.2 or cl.39.3, will be paid at the Employee's ordinary rate of pay immediately prior to the commencement of the parental leave.
- 39.5 Where Clarendon employs both parents of the child, only one parent is entitled to paid parental leave as the primary care giver as specified in cl.39.2.
- 39.6 Annual leave, personal leave and long service leave continue to accrue during periods of paid parental leave taken pursuant to cl.39.2.
- 39.7 Any periods of paid parental leave taken pursuant to cl.39.2, run concurrently with the Employee's entitlement to unpaid parental leave pursuant to the NES.
- 39.8 Following a period of parental leave, an Employee must return to work at Clarendon for a period of 12 months prior to being eligible for further period/s of paid parental leave under cl.39.2 in relation to subsequent births or adoptions.
- 39.9 In the event that an Employee's parental leave plans change Clarendon will work with the impacted Employee on a case by case basis regarding periods of paid and/or unpaid leave, additional support and return to work.

40. Extension of Parental Leave

- 40.1 An Employee taking 12 months of parental leave may request an extension of a further period of up to 12 months' parental leave to be taken immediately following their initial period of parental leave (total maximum of 24 months of parental leave, paid or unpaid).
- 40.2 The request must be in writing and given to Clarendon at least four weeks before the end of the Employee's initial period of parental leave. Clarendon will respond in writing within 21 days, stating whether it grants or refuses the request. Clarendon may only refuse the request on reasonable business grounds and if it has given the Employee a reasonable opportunity to discuss the request. If the request is refused, Clarendon must include details of the reason(s) for the refusal in its written response.

41. Workplace Change during Parental Leave

- 41.1 Where an Employee is on parental leave and a decision has been made that will have a significant effect on the status, pay or location of the position the Employee held before commencing parental leave, Clarendon will take all reasonable steps to:
- a. make information available to the Employee in relation to the effect of the decision on that position; and,
 - b. provide an opportunity for the Employee to discuss the effect of the decision on that position.
- 41.2 During the period of parental leave, the Employee will take all reasonable steps to inform Clarendon about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work following the conclusion of their parental leave and/or whether the Employee intends to request to return to work on a part-time basis. The Employee will notify Clarendon of changes in address or other contact details which might affect the Employer's ability to contact the Employee in relation to cl.41.

42. Return to Same Position

- 42.1 Upon returning to work after a period of parental leave, the Employee will be entitled to return to their pre-parental leave position (if transferred to an appropriate safe job before starting parental leave, this is the position held before the transfer).
- 42.2 For the purposes of returning to work, the position includes any position of responsibility held prior to the period of parental leave, but does not necessarily include the same classes, subjects or year levels.
- 42.3 Where such position no longer exists, the Employee is entitled to return to an available position for which the Employee is qualified and suited to perform that is nearest in pay and status to the Employee's pre-parental leave position.

43. Welcome back to Clarendon – Superannuation Payment

- 43.1 In order to support employees who take any period of unpaid Parental Leave, Clarendon will make a 'Welcome Back to Clarendon Superannuation Payment'. This is payable once the employee has returned to the Clarendon workplace for a period of eight (8) weeks.
- 43.2 The 'Welcome Back to Clarendon Superannuation Payment' will be equivalent to the amount of superannuation that Clarendon would have paid for the benefit of the Employee during the unpaid portion of their Parental Leave had that unpaid portion of parental leave been paid leave based on ordinary time earnings.
- 43.3 The 'Welcome Back to Clarendon Superannuation Payment' will be made directly to the nominated Superannuation account of the Employee in the pay cycle following the date that marks the eight (8) weeks return to the Clarendon workplace by the Employee.

44. Long Service Leave

- 44.1 Long service leave is provided for in the NES. This clause supplements the NES provisions. Where the Long Service Leave Act 2018 (Vic) as varied or amended from time to time, provides a more beneficial entitlement to an employee in any respect than the entitlement provided under this clause, then the superior entitlement under the Long Service Leave Act 2018 (Vic) instead of the employee's relevant entitlement under this clause will apply.
- 44.2 An Employee is entitled to thirteen (13) weeks' long service leave upon completion of 10 years of continuous service/employment with Clarendon.
- 44.3 Upon completion of 10 years of continuous service, an Employee is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous service/employment with Clarendon.

44.4 An Employee may apply to take pro-rata accrued long service leave after seven (7) years of continuous service with Clarendon.

45. Long Service Leave upon Termination of Employment

45.1 Accrued long service leave will be paid in lieu where an Employee's employment is terminated for any reason after seven (7) years of continuous service/employment.

45.2 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.

45.3 If the ordinary pay of an Employee who is on long service leave increases, the Employee is entitled to be paid at the increased rate from the effective date of the increase. If the Employee was paid in full at the start of the long service leave or was paid in advance with respect to any period of the long service leave, Clarendon must pay the additional amount resulting from the increase in line with the next full pay cycle of Clarendon.

45.4 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. For the avoidance of doubt, where the NES or the Long Service Leave Act 2018 (Vic) provides an Employee with a higher entitlement for long service leave, then the more generous entitlement will apply.

45.5 If an Employee who is entitled to any amount of long service leave dies before or while taking long service leave, then Clarendon will pay an amount equal to the ordinary pay that would have been payable to the Employee in respect of the period of long service not taken to the Employee's personal representative. This includes an employee who has completed 7 years of continuous service/employment who is entitled to take pro-rata long service leave.

46. Timing and Taking of Long Service Leave

46.1 An Employee may apply to take pro-rata accrued long service leave after completing seven (7) years of continuous employment with Clarendon.

46.2 The taking of leave will be at a time mutually agreed between Clarendon and the Employee.

46.3 Should the Employee not have taken long service leave within two (2) years of accruing an entitlement to 13 weeks' long service leave, Clarendon reserves the right to give 12 weeks' written notice as to when accrued long service leave, or part thereof, must be taken.

46.4 An Employee may make a request to Clarendon to take Long Service Leave for any period, but not a period of less than one (1) day. Clarendon will consider this request and may refuse only on reasonable business grounds. Clarendon understands that many teachers may prefer to take a period of long service leave that will usually not be for less than a full term and will work with individual Teachers regarding their Long Service Leave Request.

46.5 An Employee may request Clarendon to grant the Employee a period of long service leave which is twice as long as the period to which the Employee would otherwise be entitled and at a rate of pay equal to half the Employee's ordinary pay.

46.6 Where an Employee has not accrued sufficient long service leave to cover a full term, the Employee may apply to take either of the following:

- a. A period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of Clarendon; or,
- b. A period of Long Service Leave at full pay combined with a period of long service leave in accordance with cl.46.5.

- 46.7 An Employee may request of Clarendon to take Long Service Leave before the Long Service Leave entitlement of the Employee is due.
- a. There is no requirement under the *Long Service Leave Act 2018* (Vic) for Clarendon to agree to an Employee taking long service leave in advance.
 - b. If Clarendon agrees to the Employee taking long service leave before the Employee is entitled to the long service leave, the employee is not entitled to any further long service leave or payment in lieu of long service leave for the period of employment in respect of which the leave in advance was taken.
 - c. If an Employee takes long service leave before the Employee is entitled to the long service leave and the Employee's employment ends, Clarendon may deduct from any payment payable to the Employee as a result of the ending of the employment, an amount equal to the amount paid to the Employee for the long service leave (if any) in respect of which the employee will not become entitled.
- 46.8 The period of long service leave does not include any public holiday that may occur, or annual leave that is taken by the Employee, during the period when the long service leave is taken.
- 46.9 An Employee who becomes ill whilst on long service leave is entitled to have the period of illness or injury treated as sick leave but only to the extent that the Employee is entitled to sick leave. Subject to cl.30.1(a-d), Clarendon may request an Employee provide evidence of illness or injury before treating the period of illness or injury as sick leave.
- 46.10 For any period of illness or injury that occurs while the Employee is on long service leave, Clarendon will require the Employee to provide evidence of the illness or injury before treating the period of illness or injury as sick leave under cl.46.9. The evidence provided by the Employee to Clarendon under this clause:
- a. must be requested by Clarendon during the period of illness or injury or requested by Clarendon as soon as the illness or injury is reported to Clarendon by the Employee; and,
 - b. must be a request by Clarendon for the Employee to provide Clarendon evidence in the form of a medical certificate from a Registered Health Professional or a statutory declaration describing the illness or injury; the duration of that illness or injury; and that the Employee requests to take sick leave as a result of the illness or injury.
- 46.11 An Employee who becomes ill or is injured during long service leave may be granted sick leave in accordance with cl.46.9. Where this occurs, the amount of long service equivalent to the period of sick leave will be restored to the Employee.
- 46.12 The period of long service leave will not automatically be extended by the period of sick leave; however, the Employee may apply to Clarendon to consider such an extension.

47. Leave Without Pay

An Employee may apply for leave without pay which may be granted at the discretion of Clarendon. While on leave without pay, annual leave and personal carers leave entitlements will not accrue.

48. Accident Compensation and Accident Make-Up Pay

- 48.1 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 their 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 Clarendon.

- 48.2 If an Employee is absent from work in the circumstances contemplated by cl.48.1, then:
- a. Subject to applicable legislation; and
 - b. the Employee does not accrue paid personal/carer's leave entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
the Employee is not entitled to any payment or benefit in respect of Non-Attendance Time or School Holidays, which might otherwise fall during the period that the Employee is in receipt of weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic).
- 48.3 Subject to cl.48.1, Accident Make-Up Pay will not be payable for any period during which the Employee is on any form of paid leave.

49. Redundancy

Redundancy occurs where Clarendon has made a definite decision that Clarendon 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.

50. Redundancy Disputes

- 50.1 Where a redundancy dispute arises, and if it has not already done so, Clarendon must provide the affected Employee(s) and the relevant union or unions (if requested by any affected Employee) in good time, with relevant information:
- a. the reasons for any proposed redundancy;
 - b. the number and categories of Employees likely to be affected; and,
 - c. the period over which any proposed redundancies are intended to be undertaken.
- 50.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, Clarendon will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.
- 50.3 For the purposes of cl.50.1, Clarendon is not required to disclose confidential information the disclosure of which would be inimical to the interests of Clarendon.

51. 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. Clarendon 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.

52. Part-Time Employees

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

53. Severance Pay

- 53.1 The severance payment for an Employee will be in accordance with the following:
- a. Weeks' pay means the ordinary time rate of pay for the employee concerned.
 - b. 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 Clarendon.

Period of Continuous Service	Severance Payment
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 and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and less than 11 years	17 weeks' pay
11 years and less than 12 years	18 weeks' pay
12 years and less than 13 years	19 weeks' pay
13 years and less than 14 years	20 weeks' pay
14 years and less than 15 years	21 weeks' pay
15 years and less than 16 years	22 weeks' pay
16 years and less than 17 years	23 weeks' pay
17 years and less than 18 years	24 weeks' pay
18 years and less than 19 years	25 weeks' pay
19 years and less than 20 years	26 weeks' pay
20 years and over	27 weeks' pay

54. Leaving during notice

- 54.1 An Employee, whose employment is terminated for reasons of redundancy, may be terminated by Clarendon during the period of notice and, if so, the Employee will be entitled to the same benefits and payments under cl.53, as had the Employee remained with Clarendon until the expiry of such notice, excepting cases of summary termination where no notice is payable to the Employee by Clarendon.
- 54.2 If an Employee, whose employment is terminated for reasons of redundancy, decides to resign during the period of notice, the Employee will be entitled to the same benefits and payments under cl.53, as had the Employee remained with Clarendon until the expiry of such notice. However, in such circumstances the Employee will not be entitled to payment in lieu of notice.

55. Alternative Employment

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

56. Time off during Notice Period

- 56.1 During the period of notice of termination by reason of Redundancy, an Employee will be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 56.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee may be required to provide reasonable evidence of such to receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

57. Annual Leave Loading

57.1 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.

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

$$\text{Annual Leave Loading} = \left(\frac{17.5\% \text{ of working weeks only}}{\text{total number of term weeks}} \right) \times \frac{\text{Annual Rate of Pay}}{52.18}$$

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

58. Other Leave

58.1 An Employee will be granted examination leave with pay to attend compulsory examinations in a relevant course of study that has been approved by Clarendon.

58.2 An Employee will be granted qualification conferral leave with pay for up to one (1) day for the purpose of having a degree/diploma or other qualification conferred in a relevant course of study that has been approved by Clarendon, or for a qualification that was completed prior to the Employee commencing with Clarendon.

58.3 An Employee may be granted paid professional development leave at the discretion of Clarendon.

59. 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.

60. Breaks

Clarendon will not schedule any formal meetings over any break time that an Employee is entitled to under this clause.

61. Meal Break

Except as provided by cl.62.1, an Employee will be entitled to an unpaid meal break free of duties of 30 consecutive minutes no later than five (5) hours after commencing work.

62. Meal Break for ELC Teachers and Educators

62.1 An ELC Teacher or an ELC Educator will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes, no later than five (5) hours after commencing work, provided that:

- a. an ELC Teacher or ELC Educator may, by agreement with the Employer, leave the premises or elect not to be on call during the meal break. In that case, the meal break will not count as time worked and nor will payment be made for such time; and,
- b. where an ELC Teacher or ELC Educator is called back to perform any duties or the break is interrupted for any reason, the ELC Teacher or ELC Educator will be entitled to take the balance of the break as soon as possible after the interruption.

63. Provision of a Meal

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

64. Rest Breaks for Assistants

64.1 An ELC Educator or Assistant is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three (3) hours worked, with a maximum of two (2) rest breaks per shift. Clarendon and an ELC Educator may agree to a rest break of 20 minutes in place of the two 10-minute rest breaks.

- 64.2 An ELC Educator or Assistant employed for six (6) or more hours per day will be entitled to a rest break of 20 minutes, which will be counted as time worked.
- 64.3 A rest break will be taken at a time suitable to Clarendon.
- 64.4 An ELC Educator or Assistant will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 64.5 Where Clarendon requires an ELC Educator or Assistant to continue or resume work without having a 10 hour break off duty, the ELC Educator or Assistant is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the minimum hourly rate of pay until released from duty.

65. School Tuition Fee Discounts for Children of Employees

- 65.1 Full-Time Employees shall be entitled to a reduction of school tuition fees as detailed in cl.65.4. Such reduction shall be the maximum reduction applicable to that child, as any scholarship or sibling discount reductions shall not be cumulative with the staff discount allowance.
- 65.2 Part-Time Employees shall receive the reduction on a pro-rata basis based on the hours specified in cl.65.4.
- 65.3 Where the College employs both parents of a child or children, their child or children shall attract only one staff discount amount per child on school fees.
- 65.4 The school tuition fee reduction which is based on the number of children concurrently enrolled at the College is as follows:

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

66. Policies and Procedures

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

part 4 – conditions of employment for specific employees: teachers

67. Classifications and Salary

- 67.1 Schedule 1A sets out the classification structure and progression through the salary scale.
- 67.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 67.3 Schedule 1C sets out the positions of responsibility rates of pay.

68. Duties

- 68.1 As part of a teaching role, Teachers are expected to participate in a range of duties beyond classroom responsibilities. These duties include, but are not limited to, participation in relevant meetings, professional development activities, meetings with parents, the pastoral care program, co-curricular responsibilities and the outdoor education and camps program.
- 68.2 Some of the duties in cl.68.1, will need to be performed at times other than during the school day or when students are in attendance, including weekends.
- 68.3 Class allocations and duties may be varied by Clarendon from time to time in line with operational requirements.
- 68.4 The Teacher must carry out all duties as delegated by the Employer and shall adhere to all reasonable and lawful directions. The Teacher must be punctual and undertake to act diligently using skill and care whilst performing duties.
- 68.5 The Teacher shall use all reasonable endeavours to promote the interests of the College and shall refrain from doing any act, matter or thing, which could create conflict between the interests of the Employee and the Employer.
- 68.6 The Teacher acknowledges that all information provided to the Employer such as information about qualifications, experience and expertise is accurate to the best of the Teacher's knowledge.
- 68.7 Attendance is required at all training sessions as required by the Employer from time to time either conducted or organised by the Employer. Part-Time Teachers attendance at training sessions will be equal to the employment fraction regardless of day.

69. Hours of Work

- 69.1 The ordinary hours of work for a Full-Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year.
- 69.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 69.3 The Employer will determine the ordinary full-time, face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

70. Non-Attendance Time

- 70.1 A Teacher is not required or requested to attend at the School during Non-Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 70.2 Non-Attendance Time is not a period of authorised leave for the purpose of the Act.
- 70.3 Where a Teacher takes unpaid leave of more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non-Attendance Time during the School Year will be calculated pursuant to the formula in cl.70.4.
- 70.4 If a Teacher's employment is terminated by the Employer or a Teacher resigns prior to the end of term 4 in any School Year, the Teacher is entitled to a payment for Non-Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\text{Entitlement} = \left(\left(\frac{\text{number of weeks of attendance}}{\text{total term weeks}} \right) \text{non - attendanae time} \right) - \text{non attendance time}$$

71. Annual Leave

- 71.1 Annual Leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 71.2 A Teacher is entitled to four (4) weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.
- 71.3 A Teacher must take an amount of annual leave during the Non-term weeks immediately following the end of term 1, 2, 3 and 4. The annual leave a Teacher is entitled to over the year, as stated in cl.71.2, will be taken in four equal instalments during the Non-term weeks following the end of term 1, 2, 3 and 4. The number of Non-term weeks may differ for individual Teachers, depending on work commitments and activities.
- 71.4 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the Non-term weeks and defer taking the equivalent period of annual leave to another time.

72. Teaching Load

- 72.1 Clarendon will at all times take direction from the Victorian Department of Education '*Management of Teacher Work*' (however titled or replaced with a subsequent document) with regard to the calculation of face to face teaching load.
- 72.2 Clarendon is committed to the face to face teaching load for a teacher not exceeding the maximum face to face teaching load as defined by the Victorian Department of Education, and as amended by the Victorian Department of Education from time to time.
- 72.3 Clarendon will make available in the staffroom, a copy of the Victorian Department of Education '*Management of Teacher Work*' pertaining to the calculation of face to face teaching load.
- 72.4 Co-curricular commitment at Clarendon is regarded as an extra requirement for a teacher and is not included in any face to face teaching calculation for teacher.

73. Notice of Termination by Clarendon

- 73.1 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five (5) or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu or part notice and part payment provided the total weeks' notice and weeks' payment instead equal seven.
- 73.2 Subject to Clause 14 – Minimum Employment Period, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had six (6) months' continuous service but less than five (5) years' continuous service with the Employer, the Employer will give seven (7) weeks' notice in writing, wholly within the one (1) school term or full payment in lieu or part notice and part payment provided the total weeks' notice and weeks' payment instead equal seven.
- 73.3 Where the Employer wishes to terminate the employment of a Fixed-Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed-Term Teacher four (4) weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave. Instead of notice, the Employer may provide full payment in lieu or part notice and part payment provided the total weeks' notice and weeks' payment instead equal four.
- 73.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1B and Schedule 1C (as applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

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

74. Notice of Termination by the Teacher

74.1 A Teacher must provide the Employer with a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one (1) school term.

74.2 If a Teacher fails to give the notice specified in cl.14 or cl.74.1, the Employer may withhold a maximum amount equivalent to two (2) weeks' pay from any monies due to the Teacher on termination under this Agreement or the NES in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

75. Notebook Computers

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

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

part 4 – conditions of employment for specific employees: assistants

76. Classifications and Salary

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

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

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

77. Duties

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

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

77.3 The Assistant acknowledges that all information provided to the Employer such as information about qualifications, experience and expertise is accurate to the best of the employee's knowledge.

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

78. Hours of work

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

79. Time in Lieu

An Assistant will be provided with time in lieu for all authorised work performed in excess of the ordinary or rostered hours. Time in lieu will be taken at the ordinary time rate, that is,

an hour for each hour worked, and will be taken by written agreement between the Employee and Clarendon within the school year, unless otherwise agreed between the Assistant and the Employer.

80. Annual leave

- 80.1 Annual Leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 80.2 An Assistant is entitled to four (4) weeks' annual leave, exclusive of public holidays, for every 12 months of continuous service on a pro-rata and cumulative basis.
- 80.3 An Assistant who is employed to work only term weeks must take annual leave during non-term weeks.
- 80.4 The Employer may require an Assistant who is employed to work term weeks and non-term weeks to take annual leave during non-term weeks. Annual leave may be taken during term weeks at the discretion of the Principal.

81. Annual Leave and Non-term Weeks

- 81.1 The Employer may employ an Assistant with an entitlement to four (4) weeks' annual leave.
- 81.2 Alternatively, the Employer may employ an Assistant with an entitlement to leave without pay during some or all non-term weeks of the school year.
- 81.3 An Assistant employed prior to the commencement of this Agreement who has an entitlement to not work during non-term weeks, will maintain the employment arrangements as outlined in cl.81.2, unless there is mutual agreement to change to an employment arrangement under cl.81.1.
- 81.4 The employment arrangements of an Assistant employed pursuant to cl.81.2 are:
 - a. an Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment;
 - b. the salary table titled, 'In receipt of School Holidays', found in Schedule 2B takes into account the entitlement to not work during School Holidays;
 - c. an Assistant is entitled to public holidays that fall during School Holidays but they do not create any additional entitlements; and,
 - d. an Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro-rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this sub-clause is as follows:

$$Entitlement = \left(\frac{\text{number of working weeks excluding paid holidays}}{\text{total number of term weeks}} \right) \times \text{school holiday weeks} - \text{school holidays paid}$$

82. Special Leave

- 82.1 An Assistant who is employed pursuant to cl.81.1 or cl.81.2 and has provided service for the full school year is entitled to one (1) week's paid leave during the Christmas shutdown period, as designated by the Employer, provided they are an Employee at the commencement of the Christmas shutdown period. The entitlement will be pro-rata for an Assistant who has provided service for part of the worked part of the school year.
- 82.2 The salary of an Assistant employed pursuant to cl.82.1 incorporates payment for all this week of special leave.

83. Leave Without Pay during Non-term Weeks

83.1 Arrangements

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

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

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

$$\text{Entitlement} = C \times \frac{(WW + 4 \text{ weeks of annual leave})}{52.18}$$

Where:

Entitlement = the assistants adjusted annual salary

C = means the annual salary (as contained in Schedule 2B)

WW = Working Weeks means the number of weeks required to be worked

- c. For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- d. An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

84. Notice of Termination by Clarendon

84.1 Where the Employer wishes to terminate the employment of an Assistant, who has had six (6) months' continuous service with the Employer, four (4) weeks' notice in writing, or full payment in lieu or part notice and part payment provided the total weeks' notice and weeks' payment instead equal four, will be provided to the Assistant. Where an Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

84.2 In addition to the period of notice specified in cl.84.1, an Assistant over 45 years of age at the time of being given notice, with not less than two (2) years of continuous service, will be entitled to an additional week's notice.

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

84.4 The notice period in cl.84.1 and cl.84.2, does not apply where the actions of the Assistant, on balance, equate to serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period.

85. Notice of Termination by the Assistant

- 85.1 An Assistant, who has had six (6) months' continuous employment with the Employer, must provide the Employer with a minimum of four (4) weeks' notice in writing. Where an Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 85.2 If an Assistant fails to give the notice specified in cl.14 or cl.84.1, the Employer may withhold a maximum amount equivalent to one (1) weeks' pay from any monies due to the Assistant on termination under this Agreement or the NES, in respect of the period of notice required by this clause less any period of notice actually given by the Assistant.

schedule 1a – classification structure teachers and graduate teacher: pre-initial vit registration

1A.1 Teachers with Full and Provisional Registration

- 1A.1.1 A Teacher holding Full or Provisional Registration with the Victorian Institute of Teaching, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.3, progress to Level 12 in annual increments on 1 February of each School Year.
- 1A.1.2 A Teacher holding Full or Provisional registration with the Victorian Institute of Teaching, who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.3, progress to Level 12 in annual increments on 1 February of each School Year.
- 1A.1.3 A Teacher employed for 40% or less of a full teaching load will be required to complete 24 months' service before progressing to the next level. This means that progression to a new level for a Teacher employed for 40% or less will not take place until 1 February in the Teacher's third school year.

1A.2 Permission to Teach Teachers

- 1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.
- 1A.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

1A.3 Graduate Teachers Classifications - Pre-Initial VIT Registration

- 1A3.1 A person will be employed as a Graduate Teacher - Pre-Initial VIT Registration if they have:
 - a. completed their university studies; and
 - b. are eligible for registration with the VIT as a Teacher; and
 - c. are in the process of applying for their initial registration with the VIT; and
 - d. have not yet been granted Full or Provisional Registration or Permission to Teach.
- 1A3.2 An Employee who is employed as a Graduate Teacher: Pre-Initial VIT Registration will be required to lodge their initial VIT registration within 7 days of the commencement of their employment with Ballarat Clarendon College.
- 1A3.2 For the avoidance of any doubt, an Employee will only be employed as and paid as a Graduate Teacher - Pre-Initial VIT Registration while they are in the process of their initial registration with the VIT. Once the initial VIT registration has been granted, whether as Full, Provisional or Permission to Teach, the Employee will move to Teacher - Level 1. For the avoidance of any doubt: Time Employed as a Graduate Teacher - Pre-Initial VIT Registration = 7-day period in which the Employee must lodge their initial VIT registration (per cl.1A.3.2) + VIT processing time required to achieve initial registration.

schedule 1b – rates of pay teachers & graduate teachers: pre-initial VIT registration

1B.1 Rates of Pay - Teachers

1B.1.1 The rate of pay of a Full-time Teacher will be determined in accordance with Schedule 1A -Classification Structure: Teachers, and will not be less than prescribed by the following table from the first full pay period commencing on or after the date that the Agreement was made with the Employees, provided the Agreement is approved by FWC.

1B.1.2 Subsequent increases will be as approved by the Board from time to time.

Clarendon Level	Salary as at 01.09.2021	Salary as at 01.01.2022	Salary as at 01.05.2022	Salary as at 01.09.2022
Level 0	-	60,000.00	60,600.00	63,327.00
Level 1	74,678.00	74,678.00	75,425.00	78,820.00
Level 2	76,990.00	76,990.00	77,760.00	81,260.00
Level 3	79,720.00	79,720.00	80,518.00	84,142.00
Level 4	82,449.00	82,449.00	83,274.00	87,022.00
Level 5	85,185.00	85,185.00	86,037.00	89,909.00
Level 6	87,055.00	87,055.00	87,926.00	91,883.00
Level 7	89,758.00	89,758.00	90,656.00	94,736.00
Level 8	92,462.00	92,462.00	93,387.00	97,590.00
Level 9	95,166.00	95,166.00	96,118.00	100,444.00
Level 10	98,829.00	98,829.00	99,818.00	104,310.00
Level 11	102,574.00	102,574.00	103,600.00	108,262.00
Level 12	110,825.00	110,825.00	111,934.00	116,972.00
Level 13	-	-	-	118,238.00

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

1B.2.1 The rate of pay of a Graduate Teacher (Pre-Initial VIT Registration) will be determined in accordance with Schedule 1A -Classification Structure: Teachers, and will not be less than prescribed by the table in 1B.1 from the first full pay period commencing on or after the date that the Agreement was made with the Employees, provided the Agreement is approved by FWC.

1B.2.2 Subsequent increases will be as approved by the Board from time to time.

1B.3 Weekly Salary

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

$$\text{Weekly Salary} = \frac{\text{annual salary amount}}{52.18}$$

1B.4 Annual Leave Loading

The annual salary in 1B.1 does not include annual leave loading. For the avoidance of doubt, this means that any applicable annual leave loading is paid in addition to the salary in 1B.1.

1B.5 Casual Rate of Pay

Casual Teachers will be paid at no less than the rates prescribed by the Award.

1B.6 Level 13

1B.6.1 Applications for appointment to Level 13 will be accepted from the commencement of the 2023 academic year. Appointment to Level 13 is for a specified period of 3 years, is not progressive and eligibility is based on a minimum of 12 months completion of employment with Clarendon at level 12.

- 1B.6.2 At the completion of the 3-year appointment a teacher may apply for a re-appointment to Level 13. There is no guarantee of re-appointment.
- 1B.6.3 Appointment to Level 13 will be based on the Selection Criteria that will not be incorporated into the EBA. Note the selection criteria are still being developed, but will include assessment of classroom performance, assessment of conduct and behaviour, assessment of ability to show leadership in both teaching practice, learning outcomes and intellectual approach to area of expertise.
- 1B.6.4 The Principal will hold decision making responsibilities for all Level 13 appointments.

schedule 1c – positions of responsibility rates of pay: teachers

1C.1 Positions of Responsibility

1C.1.1 Teachers may be paid an additional allowance in relation to positions of responsibility. Positions of responsibility are independent of the Teacher classification structure described at Schedule 1A and Schedule 1B, and as such, are available irrespective of years of teaching experience.

Level of Responsibility	2021 Minimum Annual Allowance	Minimum Annual Allowance (from EBA commencement)
Level 1	\$918	\$936
Level 2	\$1,530	\$1,560
Level 3	\$2,142	\$2,196
Level 4	\$3,162	\$3,228
Level 5	\$4,590	\$4,680
Level 6	\$6,120	\$6,240
Level 7	\$8,415	\$8,580
Level 8	\$10,200	\$10,380
Level 9	\$12,240	\$12,480
Level 10	\$14,280	\$14,570

1C.2 Allowance

- 1C.2.1 Responsibility allowance is linked to a level of responsibility rather than tied to an individual Teacher.
- 1C.2.2 The Principal will determine who is eligible for a responsibility allowance and the minimum annual remuneration for each level.
- 1C.2.3 If an Employee has a responsibility allowance that is not described in the table above then their responsibility allowance will increase by the same percentage as the responsibility allowances in the table in this Schedule 1C, at the date that the Fair Work Commission approves this Agreement.
- 1C.2.4 Where a function is shared, the payment of the responsibility allowance will also be shared.
- 1C.2.5 The Principal will provide written advice to a Teacher in receipt of a responsibility allowance of its tenure, the duties required and the remuneration to be paid.

schedule 2a – classification structure: assistants

2A.1 Classifying Assistants

- a. Positions for School Assistants employed in libraries, information technology, laboratories and on audio-visual duties, and as teacher aides, and ELC Educators will be classified in accordance with the following criteria.
- b. 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.
- c. Upon engagement, the Employer will inform an Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1

Criteria	Descriptor
Positions	Teacher aide (qualifications are not required)
Characteristics	It is characteristic of this classification that the Assistant may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.
Typical duties	The duties of positions at this level may include some or all of the following: Performing responsible tasks associated with the efficient operation of an area.
Example	Teacher aide <ol style="list-style-type: none"> a. Provision of general assistance of a supportive nature for teaching staff as directed including: <ol style="list-style-type: none"> i. assist with the collection, preparation and distribution of teaching aids ii. maintain records of books and materials distributed iii. assist with clerical duties associated with normal classroom activities e.g. pupil records, collections etc. iv. collect and distribute stock and equipment assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.3 Grade 1A

Criteria	Descriptor
Positions	ELC Educator-in-training (qualifications are not required)
Characteristics	Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study.
Typical duties	
Example	

2A.4 Grade 2

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

Criteria	Descriptor
Positions	ELC Educator with an approved Certificate III qualification
Characteristics	It is characteristic of this classification that the Assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.
Typical duties	In addition to some or all Grade 1 duties, the duties of positions at this level may include some or all of the following: Performing responsible tasks associated with the efficient operation of an area.
Example	ELC Educator a. Provision of general assistance of a supportive nature for ELC teaching staff as directed including: i. assist with the collection, preparation and distribution of teaching aids and materials ii. assist with the supervision of children participating in ELC programs, including their safety and security iii. assist with clerical duties associated with normal classroom activities eg: pupil records, sign in/out protocols etc iv. assist teachers with care of children on excursions and other out of classroom activities.

2A.5 Grade 3

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

Criteria	Descriptor
Positions	ELC Educator with an approved Diploma qualification or higher qualification
Characteristics	It is an essential characteristic of an Assistant at this classification level that such Assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of an Assistant classified as an Assistant Grade 1 or 2.
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: Performing responsible tasks associated with the efficient operation of an area.

Example	<p>ELC Educator</p> <ul style="list-style-type: none"> a. Provision of general assistance of a supportive nature for ELC teaching staff as directed including: <ul style="list-style-type: none"> v. assist with the collection, preparation and distribution of teaching aids and materials vi. assist with the supervision of children participating in ELC programs, including their safety and security vii. assist with clerical duties associated with normal classroom activities eg: pupil records, sign in/out protocols etc viii. assist teachers with care of children on excursions and other out of classroom activities.
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12A.6 Grade 4

Criteria	Descriptor
Positions	
Characteristics	
Typical duties	
Example	Characteristics and duties as for Grade 3, but must be directly supervising Employees.

schedule 2b – rates of pay: assistants

2B.1 Rates of Pay - Assistants

- a. fulltime Assistant entitled to four (4) weeks' annual leave pursuant to cl.83.1 will be paid not less than the relevant salary specified for the Assistant's classification and experience level in accordance with Schedule 2A - Classification Structure: Assistants, and will not be less than prescribed by the following table from the first full pay period commencing on or after the date that the Agreement was made with the Employees, provided the Agreement is approved by the FWC.
- b. Subsequent increases will be as approved by the Board from time to time.

Clarendon Level	Salary as at 01.10.2020	Salary as at 01.05.2021	Salary as at 01.09.2021	Salary as at 01.01.2022	Salary as at 01.05.2022	Salary as at 01.09.2022	
year of experience	GRADE 1						
	In first	43,635.00	44,071.00	44,512.00	44,512.00	44,957.00	46,980.00
	In second	44,517.00	44,962.00	45,412.00	45,412.00	45,866.00	47,930.00
	In third	45,497.00	45,952.00	46,412.00	46,412.00	46,876.00	48,985.00
	In fourth	46,634.00	47,100.00	47,571.00	47,571.00	48,047.00	50,209.00
	In fifth	47,847.00	48,325.00	48,808.00	48,808.00	49,296.00	51,514.00
	GRADE 1A						
	In first	49,162.00	49,654.00	50,151.00	50,151.00	50,653.00	52,932.00
	In second	50,223.00	50,725.00	51,232.00	51,232.00	51,744.00	54,072.00
	GRADE 2						
	In first	50,223.00	50,725.00	51,232.00	51,232.00	51,744.00	54,072.00
	In second	51,407.00	51,921.00	52,440.00	52,440.00	52,964.00	55,347.00
	In third	52,595.00	53,121.00	53,652.00	53,652.00	54,189.00	56,628.00
	In fourth	53,785.00	54,323.00	54,866.00	54,866.00	55,415.00	57,909.00
	In fifth	54,972.00	55,522.00	56,077.00	56,077.00	56,638.00	59,187.00
	In sixth	56,154.00	56,716.00	57,283.00	57,283.00	57,856.00	60,460.00
	GRADE 3						
	In first	56,154.00	56,716.00	57,283.00	57,283.00	57,856.00	60,460.00
	In second	57,576.00	58,152.00	58,734.00	58,734.00	59,321.00	61,990.00
	In third	59,020.00	59,610.00	60,206.00	60,206.00	60,808.00	63,544.00
	In fourth	60,473.00	61,078.00	61,689.00	61,689.00	62,306.00	65,110.00
	In fifth	61,945.00	62,564.00	63,190.00	63,190.00	63,822.00	66,694.00
	In sixth	63,414.00	64,048.00	64,688.00	64,688.00	65,335.00	68,275.00
	GRADE 4						
	In first	60,473.00	61,078.00	61,689.00	61,689.00	62,306.00	65,110.00
	In second	61,945.00	62,564.00	63,190.00	63,190.00	63,822.00	66,694.00
	In third	63,414.00	64,048.00	64,688.00	64,688.00	65,335.00	68,275.00
	In fourth	64,889.00	65,538.00	66,193.00	66,193.00	66,855.00	69,863.00
In fifth	66,361.00	67,025.00	67,695.00	67,695.00	68,372.00	71,449.00	
In sixth	67,830.00	68,508.00	69,193.00	69,193.00	69,885.00	73,030.00	

2B.2 Rates of Pay – assistants in receipt of paid school holidays as leave

- a. A full-time Assistant in receipt of School Holidays pursuant to cl.83.2 will be paid not less than the relevant salary specified for the Assistant’s classification and experience level in accordance with Schedule 2A – Classification structure: Assistants) and will not be less than prescribed by the following table from the first full pay period commencing on or after the date that the Agreement was made with the Employees, provided the Agreement is approved by the FWC.
- b. Subsequent increases will be as approved by the Board from time to time.

Clarendon Level	Salary as at 01.10.2020	Salary as at 01.05.2021	Salary as at 01.09.2021	Salary as at 01.01.2022	Salary as at 01.05.2022	Salary as at 01.09.2022	
year of experience	GRADE 1						
	In first	40,280.00	40,683.00	41,090.00	41,090.00	41,501.00	43,369.00
	In second	41,092.00	41,503.00	41,918.00	41,918.00	42,337.00	44,242.00
	In third	42,293.00	42,716.00	43,143.00	43,143.00	43,574.00	45,535.00
	In fourth	43,342.00	43,775.00	44,213.00	44,213.00	44,655.00	46,664.00
	In fifth	44,467.00	44,912.00	45,361.00	45,361.00	45,815.00	47,877.00
	GRADE 1A						
	In first	45,679.00	46,136.00	46,597.00	46,597.00	47,063.00	49,181.00
	In second	46,659.00	47,126.00	47,597.00	47,597.00	48,073.00	50,236.00
	GRADE 2						
	In first	46,659.00	47,126.00	47,597.00	47,597.00	48,073.00	50,236.00
	In second	47,752.00	48,230.00	48,712.00	48,712.00	49,199.00	51,413.00
	In third	48,848.00	49,336.00	49,829.00	49,829.00	50,327.00	52,592.00
	In fourth	49,943.00	50,442.00	50,946.00	50,946.00	51,455.00	53,770.00
	In fifth	51,039.00	51,549.00	52,064.00	52,064.00	52,585.00	54,951.00
	In sixth	52,133.00	52,654.00	53,181.00	53,181.00	53,713.00	56,130.00
	GRADE 3						
	In first	52,133.00	52,654.00	53,181.00	53,181.00	53,713.00	56,130.00
	In second	53,453.00	53,988.00	54,528.00	54,528.00	55,073.00	57,551.00
	In third	54,778.00	55,326.00	55,879.00	55,879.00	56,438.00	58,978.00
	In fourth	56,108.00	56,669.00	57,236.00	57,236.00	57,808.00	60,409.00
	In fifth	57,438.00	58,012.00	58,592.00	58,592.00	59,178.00	61,841.00
	In sixth	58,779.00	59,367.00	59,961.00	59,961.00	60,561.00	63,286.00
	GRADE 4						
	In first	56,108.00	56,669.00	57,236.00	57,236.00	57,808.00	60,409.00
	In second	57,438.00	58,012.00	58,592.00	58,592.00	59,178.00	61,841.00
	In third	58,779.00	59,367.00	59,961.00	59,961.00	60,561.00	63,286.00
	In fourth	60,133.00	60,734.00	61,341.00	61,341.00	61,954.00	64,742.00
	In fifth	61,494.00	62,109.00	62,730.00	62,730.00	63,357.00	66,208.00
	In sixth	62,845.00	63,473.00	64,108.00	64,108.00	64,749.00	67,663.00

2B.3 Progression

- a. An Assistant employed in a position that is not covered by a classification in Schedule 2A, is entitled to be paid not less than a Grade 1 salary.
- b. An Assistant who is promoted from one Grade to another will not be required to take a salary decrease as a result of the promotion.
An ELC Educator who moves from Grade 2 to Grade 3 will retain recognition of their years of experience. For example, if an Employee were graded at Grade 2 in their 4th year of experience, they would become Grade 3 in their 4th year of experience when they achieved a Diploma qualification or higher qualification.

2B.4 Incremental Advancement

- a. Advancement to the next increment within the appropriate Grade will take place annually on 1 February of each School Year. An Assistant employed for 50% or less of full-time working hours will be required to complete 24 months’ service before advancement. This means that

progression to a new level for an Assistant employed for 50% or less will not take place until 1 February in the Assistant's third school year.

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

2B.5 Weekly Salary

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

$$\text{Weekly Salary} = \frac{\text{annual salary amount}}{52.18}$$

2B.6 Part-Time Salary

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

$$\text{Pro - Rata Salary} = \frac{\text{Total hours employed per week}}{38} \times \text{applicable full - time weekly salary}$$

2B.7 Casual Rate of Pay

- a. A Casual Assistant will be paid an hourly rate of pay calculated as follows:

$$\text{Casual Rate} = \frac{\text{Weekly Salary in 2B}}{38} \times 1.25$$

- b. The 25%FF loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2B.8 Junior Salary

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


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

signatories


Signed for and on behalf of:

Ballarat & Clarendon College

ACN: 006 101 113 ABN: 35 006 101 113


Details	Specifics
Name	Mr David Shepherd
Position	Principal
Address	1425 Sturt Street Ballarat VIC 3350
On this day	25 August 2022
Signature	

In the presence of:

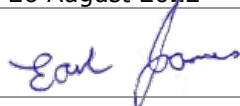
Details	Specifics
Name	Mrs Meleessa Elliott
Position	Business Manager – Finance
Address	1425 Sturt Street Ballarat VIC 3350
On this day	25 August 2022
Signature	

Signed for and on behalf of:

Employees

Details	Specifics
Name	Debra James
Position	General Secretary, IEU Victoria Tasmania
Address	120 Clarendon Street Southbank VIC 3006
On this day	26 August 2022
Signature	

In the presence of:

Details	Specifics
Name	Earl James
Position	Organiser, IEU Victoria Tasmania
Address	120 Clarendon Street Southbank VIC 3006
On this day	26 August 2022
Signature	

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