



# Bialik College Agreement 2021-2025

Your IEU-negotiated Agreement  
covering your pay and conditions



# 7 REASONS TO JOIN THE IEU

## JOIN THE COLLECTIVE VOICE

The IEU is the advocate and professional voice for staff employed in non-government education. Add your voice to 20,000 others across Victoria and Tasmania. IEU members stand with nearly 2 million working people in the Australian union movement, campaigning for better working conditions and a fairer future for all. Generations of unionists won the conditions we have today, and there is much more we can achieve together.

## BE PROTECTED

The IEU has a team of in-house experts who know our industry better than anyone. For any workplace matter, including workload or payment issues, VIT/TRB matters, disputes or workplace injuries, we provide specialist legal and industrial assistance and representation to IEU members. Members are also protected by our \$10,000,000 professional indemnity and legal liability insurance.

## STAND TOGETHER FOR BETTER CONDITIONS

Through our collective bargaining strength, we negotiate major improvements in the pay and conditions of staff employed in non-government education. Don't watch from the sidelines, join today — your membership will help improve our industry and our working conditions.

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Members have access to free expert support on all aspects of their employment conditions and rights. Whether you need help with a contract, classification, workload, employment entitlement or occupational health and safety issue, we are here for you.

## DEVELOP YOUR CAREER

Through the IEU Learning Hub, members can access free live webinars on a huge range of relevant topics and our catalogue of on-demand seminars. We also host regular conferences on targeted topics as well as for specific membership cohorts including CRTs and Early Career Teachers, and run specialised training for Health and Safety Reps, Sub-branch Reps and Bargaining Reps.

## IMPROVE OUR INDUSTRY

The IEU is a strong advocate for the needs of our sector. On matters including funding, curriculum, employee rights, registration and accreditation, we are an effective voice to governments and policy makers. Together, we can make our schools better places to work and better places to learn.

## GET A GREAT DEAL

Put your membership to work with exclusive access to great value, not-for-profit health insurance through Teachers Health, and big savings on everything from shopping vouchers, movies, petrol, car hire, whitegoods purchasing, dining and travel.





# DECISION

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

**Bialik College Limited**  
(AG2022/4702)

## **BIALIK COLLEGE AGREEMENT 2021-2025**

Educational services

COMMISSIONER LEE

MELBOURNE, 9 DECEMBER 2022

*Application for approval of the Bialik College Agreement 2021-2025*

[1] An application has been made for approval of an enterprise agreement known as the *Bialik College Agreement 2021-2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Bialik College Limited. The Agreement is a single enterprise agreement.

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

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

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

[5] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 23.1 and Clause 23.2 – Withholding of monies

However, noting the undertaking provided, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 December 2022. The nominal expiry date of the Agreement is 31 December 2025.



COMMISSIONER

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/4702

Applicant: Bialik College Limited

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Jeremy Stowe-Lindner, Principal, have the authority given to me by Bialik College Limited to give the following undertakings with respect to the Bialik College Agreement 2021-2025 ("the Agreement"):

1. The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. The following minimum engagement periods apply for casual staff:
  - a. Teachers other than those working in the Early Learning Centre: half day.
  - b. Teachers working in the Early Learning Centre: 2 hours.
  - c. School Assistants and Kindergarten Hebrew and Jewish Studies Assistants: 2 hours.
3. Where a casual Teacher is engaged to work 5 or more consecutive days performing duties equivalent to those attributable to a casual Level 5 teacher under the *Educational Services (Teachers) Award 2020 (Award)*, the casual Teacher will be entitled to receive the Level 5 base rate of pay contained in the Award in addition to the other terms and conditions contained in the Agreement.
4. Where a permanent School Assistant or Kindergarten Hebrew and Jewish Studies Assistant performs approved overtime (other than school camp):
  - a. in excess of 8 hours per day;
  - b. outside of Monday to Friday between 7am to 6pm; or
  - c. if an employee whose hours are averaged, in excess of the allowed maximum weekly ordinary hours during the averaged period,

they will be paid at the rate of 150% for the first 3 hours Monday to Saturday, 200% for after 3 hours or on Sunday, and 250% on a public holiday. Such additional hours do not accrue leave entitlements under the Agreement or NES. When attending school camp overnight, permanent School Assistants or Kindergarten Hebrew and Jewish Studies Assistants will receive the maximum daily hours of work at their ordinary rates each day and the camp allowance contained at clause 27 of the Agreement.

5. Where a casual School Assistant or Kindergarten Hebrew and Jewish Studies Assistant performs approved overtime in excess of a maximum of 38 hours per week (other than when attending school camp), they will be paid at the rate of 175% for the first 3 hours Monday to Saturday, and 225% for after 3 hours or on Sunday, and 275% on public holidays (inclusive of casual loading). Such additional hours do not accrue leave entitlements under the Agreement or NES. When attending school camp overnight, casual School Assistant or Kindergarten Hebrew and Jewish Studies Assistant will receive the maximum daily hours of work at their ordinary rates each day and the camp allowance contained at clause 27 of the Agreement.

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
30/11/22  
Date

Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

## PART 1: APPLICATION AND OPERATION OF AGREEMENT

### 1. TITLE

This Agreement is to be known as the Bialik College Agreement 2021-2025 (“Agreement”) and is an Enterprise Agreement made pursuant to the *Fair Work Act 2009* (Cth).

### 2. ARRANGEMENT

This Agreement is arranged as follows.

Part Title	Part No.	Clause No.
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<b>Schedule Title</b>	<b>Schedule No.</b>
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Salaries (School Assistants with School Holidays)	2B(1)
Salaries (School Assistants with 4 weeks Annual Leave)	2B(2)
Classification Structure (Kindergarten Hebrew and Jewish Studies Assistants)	3A
Salaries (Kindergarten Hebrew and Jewish Studies Assistants with School Holidays)	3B



### 3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 This Agreement will come into effect seven days from the date on which the FWC approves the Agreement.
- 3.2 The nominal expiry date of the Agreement is 31 December 2025.

### 4. COVERAGE OF AGREEMENT

- 4.1 This Agreement covers:
- i. the College;
  - ii. Teachers, including Permission to Teach Teachers;
  - iii. School Assistants; and
  - iv. the IEU.

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

### 5. RELATIONSHIP TO AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS

For the period that this Agreement is in operation, the Award has no application. This Agreement operates to the exclusion of any previous collective, certified or registered agreement.

The NES contained in the FW Act underpin this Agreement. Nothing in this Agreement displaces the NES.

### 6. DEFINITIONS

Award	Means the following: <ul style="list-style-type: none"><li>• <i>Educational Services (Teachers) Award 2020</i>; and</li><li>• <i>Educational Services (Schools) General Staff Award 2020</i> or their successor Awards.</li></ul>
Casual Employee	Means an Employee employed pursuant to clause 10.4 of this Agreement.
College	Means Bialik College Limited (ABN 93 612 235 864).
Continuous service	Continuous service will be calculated to include all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, notifiable diseases leave, carer's leave and compassionate leave), school holidays, long service leave, examination leave and qualification conferral leave being received by the Employee.  Periods of unpaid leave do not break continuity of service, but do not count towards continuous service, except at the discretion of the College or as required under the FW Act or LSL Act.
Employee	Means an employee of the College who is covered by this Agreement.
Experience	Means experience of teaching after achieving the qualifications necessary for registration as a Teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment.
Fixed Term Employee	Means an Employee employed pursuant to clause 10.3 of this Agreement.
Full-Time Employee	Means an Employee employed pursuant to clause 10.1 of this Agreement.

FWC	Means the Fair Work Commission.
FW Act	Means the <i>Fair Work Act 2009</i> (Cth), as amended from time to time.
IEU	Means the Independent Education Union of Australia.
Immediate Family	Means: <ul style="list-style-type: none"> <li>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee (whether or not the Employee and the de facto spouse are the same or different sex); and</li> <li>• child (including an adult child, 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.</li> </ul>
Kindergarten Hebrew and Jewish Studies Assistants	Means a School Assistant who is ancillary to the process of teaching Hebrew and Jewish Studies within the College's Kindergarten.
LSL Act	Means the <i>Long Service Leave Act 2018</i> (Vic) as amended from time to time.
NES	Means the National Employment Standards as contained in Chapter 2, Part 2-2 of the FW Act.
Part-Time Employee	Means an Employee employed pursuant to clause 10.2 of this Agreement.
Permission to Teach	Means a person who is granted Permission to Teach by the Victorian Institute of Teaching.
Principal	Means Principal of the College or his or her nominee or delegate.
School	Means Bialik College Limited (ABN 93 612 235 864).
School Assistant	Means a person who is ancillary to the process of teaching and includes kindergarten assistants, school counsellors, school nurse, guidance officers, curriculum advisers, audiovisual technician, audiovisual coordinators, laboratory technicians, laboratory managers, library technician, librarians, special education personnel, ethnic community and multicultural advisors, integration aides, school marshals, community information officers, computer and mathematics laboratory assistants, extension education coordinators and teacher aides.
School Holidays	Means a period of holidays as determined by the College 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. This period is inclusive of annual leave.
School Year	Means the twelve months from the commencement of the first working day following Australia Day in a year to the commencement of the first working day following Australia Day of the following year.

Teacher	Means a person who holds Full, Provisional or Permission to Teach Registration granted by the Victorian Institute of Teaching. This definition includes a qualified Teacher Librarian and a person employed as an Early Childhood Teacher but does not include a person employed as: <ul style="list-style-type: none"> <li>• Principal;</li> <li>• Vice or Deputy Principal;</li> <li>• Assistant Principal;</li> <li>• Head of School; and</li> <li>• Members of the Senior Leadership Team.</li> </ul>
Medical Practitioner	Means a Registered Medical Practitioner as defined by the Australian Health Practitioner Registration Agency (AHPRA), with prescribing authority.
WIRC Act	Means the <i>Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)</i> as amended from time to time.

## 7. STATEMENT OF PHILOSOPHY OF THE COLLEGE

The College is a Jewish school which aims to develop in its students an awareness of their Jewish identity and a love and respect for their Jewish heritage and traditions. The College emphasises the centrality of Israel in Jewish life, while at the same time encouraging its students to take a responsible and active role as citizens of Australia. The focus of the College is directed towards the well-being and development of each student in its care.

Education is the process of developing the intellectual, social and emotional capacities of each individual. It is a life-long process in which the school plays a vital role.

There are a number of participants in this process. These include students, parents and Teachers, and it is only through the concerted efforts of all participants that the best outcomes will be achieved.

This means that the relationship between the College and professional staff must be characterised by a continued willingness to communicate with each other in an open and honest manner.

As such the College recognises its responsibilities to Employees by seeking to provide:

- A safe, professional and harmonious environment that values the contributions of Teachers and other Employees;
- Ongoing, secure employment, and equitable terms and conditions of employment;
- Opportunities for continuous learning and individual development;
- The resources necessary to carry out their responsibilities.

In turn the College expects its Employees to:

- Demonstrate by their behaviour a true commitment to the College, its mission, vision, values and educational objectives;
- Demonstrate a genuine concern for their colleagues and students by creating a harmonious, enriching and encouraging environment;
- Maintain and update their professional, instructional and communication skills;
- Participate willingly in a range of activities that support and enhance the educational objectives of the College.

### Our Mission

The College is a cross-communal Jewish Zionist school, embracing an inclusive approach to Judaism. We are committed to the pursuit of excellence in an enriching, innovative and nurturing environment. We are dedicated to empowering our students with the knowledge, skills, dispositions and values necessary

to achieve their potential and to contribute meaningfully to the Jewish, Australian and global communities.

## **Vision**

### Lifelong Learning

We instil a lifelong love of learning among students and staff. We are inquiring learners who think critically and communicate effectively. Our students excel within a holistic curriculum to achieve their unique intellectual, creative, physical, emotional and social potential.

### Inclusive Judaism

We are a cross-communal Jewish school that develops a meaningful connection to the Jewish people, culture and traditions. We encourage a strong Jewish identity and enable our students to make informed choices about their Jewish practice.

### Centrality of Israel

We are a Zionist school that inculcates a love of Israel. We recognise the centrality of Israel and Hebrew to the Jewish people. We support Israel and are committed to its wellbeing.

### Communal Responsibility

We engage in tikkun olam (repairing the world) and contribute to the Jewish and broader community through gemilut chasadim (acts of kindness). Our students are active and responsible citizens who embrace their Jewish and Australian heritage.

### Respect and Relationships

We are a community that embodies the principles of derech eretz (good moral character). We impart the values of respect, empathy, integrity, perseverance and responsibility. We focus on the worth of all and celebrate diverse views and characteristics.

## **Values**

### Respect

Respect involves recognition of another's worth and dignity. It means acting with consideration and appreciation of people, places and ideas. Self-respect is behaving in a manner that honours the best in oneself, one's family and one's community.

### Integrity

Integrity denotes living in such a manner that behaviour is consistent with principles and beliefs. Conducting oneself with integrity is to be honest, genuine and reliable. It is based on being truthful with regard to the motivations for one's actions.

### Perseverance

Perseverance is the ability to show commitment, patience and determination when seeking to fulfil goals. It involves maintaining a clear direction despite challenges, and is related to the quality of courage in that both are needed to confront and overcome difficulties.

### Empathy

The ability to feel the emotions of another person, empathy underlies caring and compassionate relationships. To behave with empathy is to identify sincerely with another's feelings and to put oneself emotionally in his or her place.

### Responsibility

To demonstrate responsibility is to be answerable and accountable for one's actions and inactions. Integral to responsibility is an awareness of one's obligations and a willingness to fulfil them, generated from within. It is being able to make amends, instead of excuses.

## **8. DISPUTE RESOLUTION PROCEDURE**

- 8.1 Any grievance, issue or dispute which arises between an Employee and the College, including disputes about this Agreement or about the NES, will be processed in the following manner:
- i. the matter will first be discussed between the Employee and his/her immediate supervisor;

- ii. if the matter is not resolved, the Employee will discuss it with the appropriate next-up level of management in the College, (e.g Head of Department). The dispute will normally be raised with the Head of School, Assistant Principal or Vice Principal prior to being escalated to the Principal;
  - iii. if the matter is still not resolved, it will be discussed formally with the Principal. At and from this stage in the process, either party may be represented by an appropriate third party, (e.g internal staff representative, union official, or advocate);
  - iv. if the matter remains unresolved, either party may refer it to the FWC for conciliation and if necessary, arbitration.
- 8.2 Although the College promotes resolving disputes and disagreements informally, in relation to steps (i) and (ii) above, parties may be represented by an appropriate third party, (e.g. internal staff representative, union official, legal representative or advocate) should there be a disagreement or dispute about the interpretation of the Agreement.
- 8.3 The parties agree that they will always use their best endeavours to resolve issues and disputes promptly through constructive discussion, and wherever possible without the involvement of external parties.
- 8.4 During any dispute or during the resolution of any issue the parties agree that while this process is in operation the conduct of teaching, other duties and other work will continue uninterrupted and as required by the College.
- 8.5 The arrangements referred to in this cause will be without prejudice to the position of either the Employee or the College and will not in any way interfere with the prerogative to the position of either party to seek advice at any stage (e.g. from a union, a solicitor, paid agent), or to refer any matter or dispute to the FWC in accordance with the provisions of the FW Act.

## **9. SALARIES, SALARY INCREASES & RELATED MATTERS**

- 9.1 Salaries and allowances prescribed in this Agreement are effective from the commencement date of this Agreement. Increases to salary and allowances are effective from the first full pay period on or after the date specified.
- 9.2 On the commencement of this Agreement, Employees employed by the College at that date shall receive a back payment representing a 1.95% salary increase from 24 December 2021, save that Employees classified as a Level 1 teacher shall receive a 3% increase.
- 9.3 Salaries for Teachers over the life of the Agreement will be adjusted so that salary levels are retained at four percent (4%) above the base rates of pay for secondary and primary teachers (without responsibilities) pursuant to the current Victorian Government Schools Agreement(s), at each equivalent classification level.
- 9.4 Salaries for School Assistants over the life of the Agreement are to be adjusted so that salary levels are retained at four percent (4%) above rates of pay for School Assistants pursuant to the current Victorian Government Schools Agreement(s), at each equivalent classification level.

When increases occur, a comparable percentage increase will be applied to the salaries of the relevant (equivalent) School Assistants who are within the scope of this Agreement as shown in Schedules 2B(1) and 2B(2).

- 9.5 Salaries for Kindergarten Hebrew and Jewish Studies Assistants over the life of the Agreement are to be adjusted so that salary levels are retained at four percent (4%) above rates of pay for Kindergarten Hebrew and Jewish Studies Assistants pursuant to the current Victorian Government Schools Agreement(s), at each equivalent classification level.

When increases occur, a comparable percentage increase will be applied to the salaries of the relevant (equivalent) Kindergarten Hebrew and Jewish Studies Assistants who are within the scope of this Agreement as shown in Schedule 3A.

- 9.6 Annual allowances for positions of additional responsibility, that is, Subject Masters and Heads of Department for the period of this Agreement are also set out in Schedule 1B.

- 9.7 Kindergarten Teachers are to receive salary level parity with Primary and Secondary Teachers.
- 9.8 In addition to salary, Employees other than Casual Employees, will be entitled to be paid in December each year for the life of the Agreement, provided they are employed on that date, a position allowance equivalent to 1% of the total salary (excluding annual leave loading) to which the Employee was entitled as at 1 December of that year.

## **10. MODES OF EMPLOYMENT**

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

### **10.1 Full-Time Employees**

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

### **10.2 Part-Time Employees**

- 10.2.1 The College may employ an Employee on a part-time basis in accordance with this Agreement.

- 10.2.2 The College will set out in writing the part-time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part-Time Teacher, the College will set out the duties and the number of hours required (including face-to-face teaching hours) to be undertaken.

- 10.2.3 A Part-Time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full-Time Employee and is entitled to all entitlements on a pro rata basis on the specified hours in clause 10.2.2. The pro rata annual salary is calculated on the Full-Time Teacher contact hours outlined in clause 49 (i.e 18.0 hours per week for Secondary Teachers, 22.5 hours per week for Primary Teachers and 26.25 hours for Kindergarten Teachers) and on the full-time hours of work for School Assistants outlined in clause 52.

- 10.2.4 A Part-Time Teacher will undertake a proportionate number of other duties normally expected of a Full-Time Teacher.

- 10.2.5 The College will endeavour to accommodate preferred working time arrangements for Part-Time Employees. Part-Time Employees' preferences cannot be guaranteed and the needs of the College have priority.

### **10.3 Fixed Term Employee**

- 10.3.1 The College may employ an Employee to work on a replacement 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;
- (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.

- 10.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part-time or where the Employee has been employed for a period of less than 12 months, other than as specified in clauses 10.3.4 and 10.3.5 hereof.

- 10.3.3 Before employing a Fixed Term Employee, the College 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.

10.3.4 The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 36, 50 and 54 where applicable.

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

- (a) notice of termination at the conclusion of a contract (where the date of cessation of employment is stated at the time of appointment);
- (b) redundancy;
- (c) staff school fee discount.

#### **10.4 Casual Employee**

10.4.1 The College may employ an Employee as a Casual Employee in accordance with this Agreement.

10.4.2 A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the College in accordance with the College's requirements without the requirement of prior notice by the College or the Employee but does not include an Employee who could properly be classified as an Employee under clauses 10.1 and 10.2.

10.4.3 A Casual Employee is entitled to the rate of pay specified in Schedule 1B for a Casual Teacher, Schedules 2A and 3A for a Casual School Assistant or Kindergarten Hebrew and Jewish Studies Assistants. This rate of pay includes a loading in lieu of paid leave entitlements.

10.4.4 The College will engage a Casual Teacher, for a full day or a half day. This may be varied to an hourly rate, by agreement of the Employee and the College.

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

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- school holidays
- non-attendance time
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- accident make-up pay
- staff school fee discount

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

10.4.7 The College must not employ a Casual Teacher in such a capacity for more than fifteen consecutive school days.

10.4.8 The College must not employ a Casual School Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 35 hours per week or an average thereof per fortnight or month on work of an ongoing nature.

This clause does not apply to Integration Aides who may be employed as Casual Employees for up to one year.

## **PART 2: CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT**

### **11. REMUNERATION PACKAGING**

- 11.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the College, the College is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits (subject to agreement of the proposed benefit), consistent with legislation and Australian Taxation Office rulings.
- 11.2 Any arrangement between the College and the Employee in relation to remuneration packaging will be entered into by way of a separate agreement varying the Employee's conditions of employment.

### **12. SUPERANNUATION**

- 12.1 The College will make contributions to an eligible choice superannuation fund (complying fund) on behalf of Employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time.
- 12.2 New Employees will be provided with the relevant forms to enable them to elect to have superannuation contributions made into a fund of their choice.
- 12.3 If an Employee fails to nominate a complying fund, the College will make the required superannuation contributions in accordance with superannuation legislation, and where required (including if the employee does not have a "stapled" fund), will make the contributions to the College's default fund, NGS Super.
- 12.4 The College makes no guarantee nor is it required to assure the availability of benefits from any superannuation fund(s).
- 12.5 An Employee may make additional voluntary contributions to an eligible choice superannuation fund on a "salary sacrifice" basis.

### **13. PAYMENT ARRANGEMENTS**

- 13.1 All monies payable will be paid fortnightly, or monthly by agreement, by electronic funds transfer to the Employee's nominated bank account or financial institution account, provided that such financial institution is capable of receiving salary deposits.
- 13.2 The College will provide an annual reminder to Employees on how to access their leave accruals at the commencement of each School Year from the College's online system.

### **14. PERSONAL LEAVE – SICK LEAVE AND CARER'S LEAVE**

- 14.1 Personal leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.
- 14.2 Entitlement**
- 14.2.1 An Employee (other than a Casual Employee) is entitled to a paid personal leave entitlement, which comprises both sick and carer's leave.
- 14.2.2 Employees covered by this Agreement are entitled to 15 days per year of service subject to clause 14.2.7 below. A Part-Time Employee covered by this Agreement is entitled to paid personal leave



on a pro rata basis.

14.2.3 Paid sick leave can be taken by the Employee because of a personal illness or injury.

14.2.4 Paid carer's leave can be 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.

14.2.5 Where the Employee has exhausted their paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the College and the Employee.

An Employee may elect, with the consent of the College, to take further unpaid leave for the purpose of providing care to a family or household member who is ill.

14.2.6 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the College and the Employee.

14.2.7 Amount of paid personal leave

The amount of personal leave a Full Time Employee may take as sick leave, depends upon how long the Employee has worked for the College and accrues as follows:

- in the first year of service; six days during the first term worked and thereafter three days at the commencement of each subsequent school term; and
- in the second and subsequent year of service, 15 days at 1 February of that year..

14.2.8 An Employee must notify the College 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 Employee is suffering either a personal illness or injury or an unexpected emergency.

14.2.9 An Employee is entitled to personal or carer's leave provided that:

- the Employee produces a medical certificate from a Medical Practitioner or statutory declaration to the College for any absence of more than two consecutive days;
- the Employee provides a medical certificate from a Medical Practitioner or statutory declaration to the College for any absence contiguous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the College where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

## **15. COMPASSIONATE LEAVE**

15.1 Compassionate leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.

### **15.2 Entitlement**

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

15.2.2 In addition to the entitlement in clause 15.2.1, an Employee is entitled to use up to two days of the Employee's accrued personal leave entitlement on each occasion when a member of the Employee's Immediate Family or household dies or develops a personal injury or illness that poses

a serious threat to life.

15.2.3 Leave as outlined in clauses 15.2.1 and 15.2.2 may be taken in a single unbroken period or in separate periods of one day each or as agreed by the College and the Employee.

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

## **16. NOTIFIABLE DISEASE LEAVE**

16.1 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, shall be granted special leave on full pay for up to 10 working days, and shall not have such leave deducted from Personal Leave entitlements.

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

## **17. FAMILY AND DOMESTIC VIOLENCE LEAVE**

17.1 Family and domestic violence leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.

17.2 The College accepts the definition of family violence as stipulated in the *Family Violence Protection Act 2008* (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

17.3 A Full Time Employee is entitled to 20 days per year of paid family and domestic violence leave for the purpose of attending to activities related to the experience of being subjected to family and domestic violence. Such activities may include (but are not limited to):

- attending legal proceedings, counselling, appointments with medical, financial or legal professionals; and/or
- relocation or making other safety arrangements or accessing police services.

17.4 A Part-Time Employee is entitled to paid leave under clause 17.3 in accordance with the Employee's time fraction.

17.5 An Employee's paid yearly entitlement to family and domestic violence leave:

- becomes available in full, on and from the first day of each year of employment;
- is payable at the Employee's ordinary rate;
- does not accrue from year to year; and
- is not payable on termination of employment.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a half day, or as a fraction of a day.

17.6 The Employee shall give notice to the Principal or the Principal's delegate as soon as reasonably practicable of their request to take family and domestic violence leave.

17.7 If required by the College, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clauses 17.2 and 17.3.

17.8 If required, such evidence may include a medical certificate or a document issued by the police service, a court, a Medical Practitioner, a nurse, a Family Violence Support Service or lawyer. A signed statutory declaration can also be offered as evidence.

17.9 All personal information concerning family violence will be kept confidential in line with any relevant policy as amended from time to time and relevant legislation, except where disclosure is required

by law or to prevent a serious threat to life, health and safety of any individual. No information will be kept on an Employee's personnel file without their express written permission. The College may place a note on the Employee's file confirming:

- The dates that family violence leave was taken; and
- That documentary evidence was sighted by the employer.

- 17.10 As part of the support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the College will consider reasonable requests from an Employee experiencing family violence for flexible working arrangements. Such requests can be refused by the College on reasonable business grounds.
- 17.11 Any policy referred to in this clause is not incorporated into this Agreement.

## **18. PUBLIC HOLIDAYS**

- 18.1 Public holidays are provided for in the NES and those gazetted by the Victorian State Government.
- 18.2 Leave entitlements will accrue during gazetted Public Holidays which fall on an Employee's normal working day.
- 18.3 The College and an Employee may agree to the Employee substituting another day as the public holiday in lieu of the specified day.
- 18.4 An agreement made in accordance with 18.3 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the College.
- 18.5 If an Employee takes paid annual leave and this period of leave includes a public holiday, the employee is not taken to be on paid annual leave on that public holiday.

## **19. PARENTAL LEAVE**

- 19.1 Parental leave is as provided for in the NES, except where this Agreement provides more favourable terms and conditions.
- 19.2 Application
- 19.2.1 Parental leave under the NES applies to an Employee, other than a Casual Employee who is not an eligible casual employee.
- 19.2.2 The College must not fail to re-engage a Casual Employee because:
- (a) the Casual Employee or the Employee's spouse is pregnant; or
  - (b) the Casual Employee is or has been immediately absent on parental leave.
- 19.2.3 The rights of the College in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.
- 19.3 Definitions
- The following definitions apply for the purposes of this clause 19:
- 19.3.1 **child** is defined by the NES.
- 19.3.2 an eligible casual employee means a Casual Employee:
- (a) who has been engaged by the College on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the College on a regular and

systematic basis.

19.3.3 a spouse includes a former spouse, a de facto spouse and a former de facto spouse.

#### 19.4 Basic entitlement

19.4.1 An Employee, upon the completion of 12 months of continuous service with the College or who is an eligible casual employee, is entitled to up to 12 months' unpaid parental leave in relation to the birth or adoption of a child. This entitlement equates to:

- (a) up to 52 weeks of birth-related or adoption-related leave to be responsible for the care of the child; or
- (b) up to eight weeks of concurrent leave, which may be taken in separate periods but, unless the College agrees, each period must not be shorter than two weeks. Unless the College agrees, concurrent leave must not start before the date of birth of the child or the day of placement of the child.

19.4.2 An Employee, who has taken less than the available leave period of 12 months under s.75 of the FW Act, may extend the period of unpaid parental leave to 12 months by giving the College written notice of the extension at least 14 days before the end date of the original leave period. The notice must specify the new end date for the leave. The Employee is not entitled under s.75 of the FW Act to extend the period of unpaid parental leave beyond the Employee's available parental leave period. However, the College and the Employee may agree on a further extension.

#### 19.5 Payment of Parental Leave

19.5.1 Where an Employee, other than a Casual Employee (including an eligible casual employee), is granted birth-related or adoption-related leave to be responsible for the care of the child in accordance with this Agreement, the Employee will be paid at their ordinary weekly rate for up to 15 weeks. The paid portion of leave will accrue long service leave and personal leave but will not accrue school holidays or annual leave. The paid portion of leave will be counted as service.

19.5.2 The payment under clause 19.5.1 will be made at the ordinary time rate of pay in two instalments at the Employee's substantive time fraction: 9 weeks' pay at the time of proceeding on leave, and 6 weeks' pay only upon the Employee's return to work at the College.

19.5.3 An Employee, who is not the primary care giver of the child, will be entitled to payment for ten days of partner leave (non-primary care-giver) taken in relation to the birth of a child or placement of a child for adoption in accordance with the NES. Such leave will not break continuity of service.

19.5.4 In the event that the College employs a couple, other than 10 days concurrent leave (being 5 paid days and 5 unpaid days), only one parent is entitled to take paid leave under this clause (whether leave is taken at different times or not).

19.5.5 All other parental leave granted in accordance with this clause and the Agreement will be unpaid.

#### 19.6 Right to request

##### 19.6.1 Additional Parental Leave

- (a) Subject to clause 19.6.1(b) an Employee entitled to parental leave pursuant to this clause may request the College to allow the Employee to extend the period of parental leave available under clause 19.4.1, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application under clause 19.6.1(a) must be in writing and may be made at any time from the time of the application for the period of parental leave but must be made not less than one full term prior to the date upon which the Employee is due to return to work from parental leave.
- (c) The leave available under clause 19.6.1(a) is in lieu of the leave available under s.76 of the FW Act.

## 19.6.2 Part Time Work

- (a) Subject to clause 19.6.2(b) an Employee entitled to parental leave pursuant to the provisions of this clause may request the College to allow the Employee to return from a period of parental leave on a part-time basis until the age a child is required to attend school to assist the Employee in reconciling work and parental responsibilities. The request from the Employee should detail the part-time fraction and the reasonable spread of hours sought.
- (b) An application pursuant to clause 19.6.2(a) must be made as soon as possible but no less than one full term prior to the date upon which the Employee is due to return to work from parental leave.

## 19.6.3 Request to be considered

- (a) The College shall consider any request made pursuant to clauses 19.6.1, or 19.6.2 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the College's business. Examples of reasonable business grounds are set in s.65(5A) of the FW Act. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. With regards to clause 19.6.1, the College will not refuse a request by an Employee for a reasonable opportunity to discuss the extension request.

19.6.4 An Employee's request and the Employer's decision made pursuant to clauses 19.6.1 or 19.6.2 must be recorded in writing.

## 19.7 Communication during parental leave

19.7.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the College shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

19.7.2 The Employee shall take reasonable steps to inform the College 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 and whether the Employee intends to request to return to work on a part-time basis.

19.7.3 The Employee shall also notify the College of changes of address or other contact details which might affect the College's capacity to comply with clause 19.7.1.

## 19.8 Pregnant Employee commencing parental leave within 6 weeks before the birth

Subject to s.73 of the FW Act, and unless agreed otherwise between the College and the Employee, a pregnant Employee may commence birth-related leave at any time within the six weeks immediately prior to the expected date of birth.

## 19.9 Unpaid special maternity leave

19.9.1 Unpaid special maternity leave is provided in accordance with s.80 of the FW Act.

19.9.2 Where an Employee not then on birth-related leave or parental leave suffers illness related to her pregnancy, she may take any paid personal/carer's leave to which she is then entitled and such further unpaid special maternity leave as a Medical Practitioner certifies as necessary before her return to work.

19.9.3 Where an Employee is suffering from an illness not related to the direct consequences of the

confinement, an Employee may take any paid sick leave to which she is entitled.

#### 19.10 Unpaid pre-adoption leave

19.10.1 Under s.85 of the FW Act, an Employee is entitled to unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the Employee's adoption of a child. The Employee and the College should agree on the length of unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave.

19.10.2 An Employee may take:

- (a) concurrent adoption leave to which he or she is permitted at any time from the day of placement of the child, and/or
- (b) adoption-related leave to be responsible for the care of the child to which he or she is entitled at any time within 12 months after the day of placement.

#### 19.11 Returning to work after a period of parental leave

- (a) For the purpose of s.84 of the FW Act, position includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects. A Part-Time Teacher will be entitled to the same time-fraction.
- (b) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly as comparable in status and pay of that Employee's former position.

#### 19.12 Second or subsequent periods of paid parental leave

- (a) In the event that an Employee returns to work for less than 12 months before commencing a second or subsequent period of parental leave the Employee will receive a pro-rated amount of paid leave, e.g an Employee returning for 6 months before commencing the next period of leave will receive 50% of the paid parental leave entitlement paid in two instalments of 4.5 weeks and 3 weeks.

### **20. LONG SERVICE LEAVE**

20.1 An Employee is entitled to long service leave in accordance the NES, this clause provides ancillary or supplementary terms. Where the LSL Act provides a more beneficial entitlement to an Employee in any respect than the entitlement provided under this clause, then the superior entitlement under the LSL Act instead of the Employee's relevant entitlement under this clause will apply.

20.2 An Employee is entitled to 13 weeks long service leave upon the completion of 10 years continuous employment with the College. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the College. An Employee accrues long service leave at the rate of 1.3 weeks per year.

20.3 An Employee is entitled to take to take pro rata long service leave upon the completion of seven years of continuous employment.

20.4 The College may agree to an Employee taking long service leave despite the Employee not completing seven years continuous employment with the College in the 12 months prior to the Employee becoming entitled to the long service leave. If an Employee takes 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 long service leave in advance was taken. If an Employee takes long service leave before the Employee is entitled to the long service leave and the employee's employment ends, the College 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 leave (if any) in respect of which the Employee will not become entitled.

#### 20.5 Termination of employment

- 20.5.1 Where an Employee's employment is terminated after seven years of years continuous employment, the Employee is entitled to payment of the accrued pro rata long service leave.
- 20.5.2 If an Employee who is entitled to take or receive any amount of long service leave after seven years continuous employment dies before or while taking long service leave, then the College 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.
- 20.6 Mode of employment and payment
- 20.6.1 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 rate of pay. 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 time 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, the College must pay the additional amount resulting from the increase as soon as that period ends.
- 20.6.2 An Employee whose time fraction has varied during their continuous employment 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 employment. However, where the NES or the LSL Act provides an Employee with a higher entitlement of long service leave, then the most superior entitlement will apply.
- 20.7 Taking of the entitlement
- 20.7.1 An Employee may make a request to the College to take long service leave for a period of not less than one day. The College must grant an Employee's request to take long service leave as soon as practicable after receiving the request unless the College has reasonable business grounds for refusing the request.
- 20.7.2 An Employee may request the College 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. The College must grant a request made under this clause unless the College has reasonable business grounds for refusing the request. If the College grants the request under this subclause, the period of long service leave taken at half pay will, for the purposes of accrual of any other entitlements during this period, accrue at a pro rata rate, being half of the Employee's usual accrual rate of other entitlements.
- 20.8 Long service leave does not include public holidays, annual leave or sick leave
- 20.8.1 Long service leave does not include any public holiday occurring, or annual leave taken, during the period when the long service leave is taken.
- 20.8.2 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. The Employee must inform the College at the beginning of the period of illness or injury or if this is not possible, as soon as reasonably practical. Subject to clause 20.8.3, the College may request an Employee provide evidence of illness or injury before treating the period of illness or injury as sick leave.
- 20.8.3 The College's request for the Employee to provide evidence of illness before treating the period of illness as sick leave under clause 20.8.2:
- (a) must be requested by the College during the period of illness or injury;
  - (b) must be a request to give the College evidence that would satisfy a reasonable person that the leave is taken because of personal illness or injury;
  - (c) must indicate whether the Employee wishes to extend the long service leave by the period of illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement;

- (d) The College may require an employee who claims sick leave whilst on long service leave to be examined by a Medical Practitioner of the Employee's choice.

20.8.4 Subject to the Employee's compliance with any request for evidence of illness in accordance with clause 20.8.3, an Employee's long service leave will be extended by the period of illness in accordance with clause 20.8.2.

20.8.5 An exception to clause 20.8.4 is that the College and an Employee may agree that the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

20.9 Continuous employment

20.9.1 Continuous employment has the same meaning as that under sections 12 and 13 of the LSL Act as varied or amended from time to time.

20.9.2 For the avoidance of doubt, when calculating the length of an Employee's period of continuous employment for the purposes of long service leave, this will be in accordance with the provisions of the LSL Act, including that a period of approved paid or unpaid leave of up to 52 weeks is taken to be a period of employment when calculating the length of a period of continuous employment.

## **21. LEAVE WITHOUT PAY**

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

## **22. ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY**

22.1 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 WIRC Act, the College must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the College.

22.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then:

22.2.1 the Employee does not accrue paid personal leave/carer's leave under this Agreement or under the FW Act (where relevant) for the duration of any such absence

## **23. WITHHOLDING OF MONIES**

23.1 Subject to clauses 50 and 54, in the event that an Employee does not provide the full notice required by the relevant clauses, the College is entitled to withhold from any monies owing to the Employee (including accrued statutory entitlements) an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

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

- (a) unpaid salary or wages;
- (b) for School Assistants entitled to School Holidays pursuant to clause 53, a payment for School Holidays;
- (c) any entitlement to a pro rata payment for annual leave or long service on termination of employment (notwithstanding any inconsistent provision of the LSL Act); and
- (d) any amounts owing to the Employee for an unpaid bonus or allowance.



## 24. REDUNDANCY

### 24.1 Redundancy procedures

- 24.1.1 Where the College has made a decision that a position will no longer exist or where the College wishes to make changes to its structure (and this is not due to ordinary and customary Employee turnover) and that decision may lead to termination of employment, the College will hold discussions with the Employee(s) directly affected as soon as practicable after the College has made such a decision.
- 24.1.2 Amongst other things, discussion with the affected Employee(s) should cover the reasons for the proposed terminations of employment, measures to be taken by the College to avoid or minimise the terminations and effects on Employees, and the arrangements to be put in place to process with the terminations.
- 24.1.3 In addition to the required period of notice or payment in lieu of notice prescribed in clauses 50 and 54, an Employee (other than a Casual Employee) whose employment is terminated for reasons of redundancy, shall be entitled to the following amount of severance pay with respect to a period of continuous service with the College.

### 24.2 Severance pay

The following severance entitlements will apply instead of the scale provided for in the NES:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' salary
2 years and less than 3 years	6 weeks' salary
3 years and less than 4 years	7 weeks' salary
4 years and less than 5 years	8 weeks' salary
5 years and over	2 weeks' salary for each completed year of continuous service to a maximum of 26 weeks' salary.

Weeks' salary means the ordinary time rate of pay for the Employee concerned at the time of the redundancy.

Periods of unpaid leave are not included, except at the discretion of the College.

### 24.3 Leaving during notice

An Employee (other than a Casual Employee), whose employment is terminated for reasons of redundancy, may resign their employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 24.2 had the Employee remained with the College until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice after the effective date of resignation.

### 24.4 Alternative employment

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

### 24.5 Time off during notice period

- 24.5.1 During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 24.5.2 If the Employee has been allowed paid leave for more than one day during the notice period for the

purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

## 25. ANNUAL LEAVE LOADING

25.1 An Employee who has served throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' leave.

25.2 A Teacher and School Assistant (in receipt of all School Holidays) who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks (excluding paid holidays)}}{\text{Number of School Term weeks}} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

25.3 A School Assistant (in receipt of 4 weeks' annual leave) is entitled to leave loading as assessed as following

$$\frac{17.5\% \text{ of number of working weeks (excluding paid holiday periods)}}{48} \times 4$$

times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

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

25.5 The College may 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 or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

25.6 Where the College elects to pay leave loading with each salary payment throughout the School Year, the College will advise the Employee in writing.

## 26. STAFF DISCOUNTS

26.1 Eligible Employees are staff with children in Kinder 3 to Year 12 who are working more than 50% of full-time equivalent.

26.2 Eligible Employees are entitled to a discount of twenty five percent (25%) of tuition fees for students who are their children. The discount applies after the Government rebates. The discount is also subject to exclusions prescribed elsewhere in this Agreement.

26.3 Part-Time Employees who are employed after 30 October 2013 and who are working more than 50% of full-time equivalent will be entitled to a pro-rata fee discount to be calculated by multiplying the Employee's time fraction by the 25% discount. For example, an Employee working a 0.6 time fraction will be entitled to a 15% discount.

26.4 In the event there is a change to the Fringe Benefits Tax Assessment Act 1986 (Cth) (or other applicable legislation after the date of approval of this agreement), which results in the College incurring increased or additional Fringe Benefit Tax liability in relation to the Fee Discount arrangement, such additional cost will be borne by the Employee.

## 27. CAMP ALLOWANCE AND TIME IN LIEU

27.1 Where the College requires a Teacher to attend a school camp, the College will pay the Teacher

\$80 per night of attendance. For camps of 4 nights or more, the Teacher is entitled to choose between the camp allowance or a day off work in lieu. The day in lieu will be taken at a time to be agreed between the College and the Teacher. This clause does not apply to overseas trips.

- 27.2 It is the College's expectation that all Teachers will be available to attend at least one school camp every two years.

## **28. FIRST AID ALLOWANCE**

Where the College requires and appoints an Employee to hold the position of First Aid Officer (Cert III First Aid Certificate) as part of the Employee's duties, the College will pay the Employee an ongoing fortnightly allowance of \$50. The College will pay for and provide access to the required training, and will draw up a general duty roster of the Employees holding the position.

## **29. MEAL ALLOWANCE**

The College will supply an Employee with a meal or will provide a monetary allowance of \$21 should the College require an Employee to remain on campus continuously until after 6 p.m. on any day or for any work exceeding three hours required to be completed on a Sunday on campus.

## **30. CAR ALLOWANCE**

An Employee required by the College to use the Employee's personal motor vehicle in the performance of duties will be reimbursed the relevant ATO private motoring rates. Approval is to be obtained before using the personal motor vehicle for College purposes.

## **31. 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.

## **32. PROTECTIVE CLOTHING**

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

## **33. JURY SERVICE LEAVE AND COMMUNITY SERVICES LEAVE**

### **33.1 Jury service leave**

- 33.1.1 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.

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

- 33.1.3 An Employee must provide the College with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

- 33.1.4 The Employee must inform the College immediately of any change to the known period of absence and provide the College with written proof of the payments made by the Court Authorities with respect to jury service.

- 33.1.5 Subject to 33.1.1 to 33.1.4 of this clause, the College will continue to pay the Employee their normal salary and the Employee granted leave pursuant to 33.1.1 will reimburse the College the Juror's fee paid by the Court.

### **33.2 Community Services Leave**

- 33.2.1 Employees including Casual Employees, are entitled to be absent from work for the purpose of performing certain community service activities such as a 'voluntary emergency management activity'.

- 33.2.2 Community Service Leave is unpaid.

33.2.3 Community Services Leave will be provided in accordance with the NES.

#### **34. EXAMINATION LEAVE**

An Employee will need to seek approval by the Principal in advance to be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

#### **35. QUALIFICATION CONFERRAL LEAVE**

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

#### **36. CONTRACT OF EMPLOYMENT**

##### **36.1 Letter of Appointment**

36.1.1 Upon engagement, each Employee will be issued with a Letter of Employment by the Principal or his/her delegate.

36.1.2 The employment of each Employee will be subject to probationary period of 6 months.

36.1.3 During the period of probationary employment, an employee may terminate his/her employment with the College by giving not less than four (4) weeks' notice in writing.

36.1.4 Subject to an appraisal of performance during the period of probationary employment, and an assessment of the Employee's potential to perform the duties required, the Principal or his/her delegate may at his/her absolute discretion, confirm the Employee's employment or terminate the Employee's employment during the course of or at the conclusion of the probationary period of employment by giving not less than 4 weeks' notice in writing in either case or full payment in lieu of notice.

36.1.5 During the period of probation, the Principal or his/her delegate may meet formally with the Employee at least twice in each College term. At each of these meetings, the Employee will be given feedback on his/her performance and will be informed of any concerns about his/her performance. The concerns are to be specifically stated, suggestions made to the Employee about ways to improve his/her performance and the requirements for continuing employment clearly set out.

36.1.6 Such feedback and any concerns about performance are to be communicated to the Employee in writing. At meetings subsequent to any concerns being raised about performance, the Employee is to be kept informed of his/her progress or lack of progress in rectifying his/her performance.

36.1.7 Provided that employment has not been terminated earlier in accordance with the provisions of this Agreement, the Principal is to inform the Employee by the end of his/her six months of probationary employment whether or not the Employee will be offered continuing employment at the end of the probationary period.

36.1.8 Subsequent to the period of probationary employment, an Employee may terminate his/her employment with the College by giving not less than four (4) weeks' notice in writing.

#### **37. PERFORMANCE AND CONDUCT MANAGEMENT**

37.1 The rules of natural justice and procedural fairness apply.

37.2 Where the College alleges a reportable allegation as defined by the Child Wellbeing and Safety Act 2005 (Vic) against the Employee, the applicable category must be identified to the Employee in writing as soon as possible, subject to legislative requirements and directions of the regulator or the Police.

37.3 This clause will not apply within the probationary period, to a Casual Employee or to a Fixed Term Employee at the end of their contract period.

37.4 The Employee shall, at all stages of this process, have the right to be accompanied by a representative or support person nominated by the Employee. The role of this person is to support and advise the Employee, ensure natural justice is afforded, assist the Employee to articulate their responses and participate as appropriate. The lack of availability of a particular representative or support person will not unreasonably delay or postpone scheduled meetings.

### 37.5 Performance Management

37.5.1 Where the College considers an Employee's performance is unsatisfactory and may lead to termination, the College will apply the following procedure in the management of that unsatisfactory performance. Prior to this formal process the College may have an informal discussion of performance improvement and professional development will normally apply.

37.5.2 The Principal or his/her delegate will formally advise the Employee in writing of:

- (a) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (b) the Employee's right to be represented at all meetings scheduled to discuss the performance issue;
- (c) the option of the College terminating the employment should the procedure not resolve the College's concerns; and
- (d) an outline of the College's concerns.

37.5.3 Formal performance management meeting(s) will:

- (a) include discussion of the College's concerns with performance;
- (b) give the Employee an opportunity to respond to these concerns;
- (c) include discussion of any professional development needs, counselling or assistance, where appropriate to be made available to the Employee;
- (d) include documentation, where appropriate;
- (e) set the expected performance standards to be met; and
- (f) set reasonable period/s of review against these performance standards and the timeline for any further proposed meetings to review progress against performance standards.

37.5.4 At the end of the process the Principal's (and/or his/her delegate) decision may be that:

- (a) the Employee has satisfactorily addressed the performance concerns and the process is complete;
- (b) the Employee has not satisfactorily addressed the concerns and the review period continues;
- (c) the process is complete, the Employee has failed to satisfactorily address the performance concerns and the employment is to be terminated.

37.5.5 If, after following the procedure and period/s of performance review in this clause, the Principal's decision (or his/her delegate) is to terminate the Employee's employment, the College will give the required period of notice of termination or payment in lieu of notice.

### 37.6 Conduct Management

37.6.1 Where the College considers that an Employee's conduct is inappropriate or unacceptable and may lead to termination, the College will apply the following procedure.

37.6.2 The College will advise the Employee in writing of:

- (a) the time, date and place of the meeting to discuss the Employee's conduct;
- (b) the College's concerns with the Employee's conduct;
- (c) the College's right to take disciplinary action that may include formal warning/s or termination of employment depending on the severity of the conduct; and
- (d) the Employee's right to be represented at any meeting scheduled to discuss the Employee's conduct.

37.6.3 The formal conduct management meeting(s) will include discussion of the College's concerns with the Employee's conduct and give the Employee an opportunity to respond to the claims and concerns.

37.6.4 The College reserves the right to make a determination on the facts presented to it should the Employee fail to attend the formal conduct management meeting after reasonable notice has been provided.

37.6.5 Concerns with an Employee's conduct may be resolved by:

- (a) issuing the Employee with a first warning or a final warning in writing;
- (b) dismissal including summary dismissal, where the College believes that the Employee is guilty of serious misconduct;
- (c) no action or warning; or
- (d) any other action appropriate to the situation.

### 37.7 Summary Dismissal

In addition, the College has the right at any time to terminate the employment of an Employee without notice for serious neglect of duty, serious misconduct or serious misrepresentation. In such cases, the Employee's salary and accrued entitlements will be paid up to the time of termination only.

## 38. DUTIES OF TEACHERS

38.1 The College may require an Employee to perform such duties and undertake such responsibilities that are consistent with an Employee's level of skill, training and or professional qualifications.

38.2 These duties and responsibilities may include matters additional to professional teaching, but which are considered necessary for the effective operation or needs of the College, and for the safety, development and general welfare of the students.

## 39. WORKING OUTSIDE THE COLLEGE

39.1 Employees who undertake other employment outside the College are expected to ensure that the other employment does not interfere or conflict in any way with their professional and general responsibilities at the College. Employees who undertake employment outside of the College must advise in writing and obtain the approval of the Principal in writing prior to undertaking this work.

39.2 Teachers are not permitted to provide paid private tuition for any students of the College whom they currently teach. Teachers who wish to provide paid private tuition for other students of the College must obtain express prior written permission from the Principal prior to undertaking this work.

## 40. CONSULTATION

40.1 Where the College has made a definite decision to introduce major changes in:

- (a) organisation;
- (b) structure; or

(c) technology,

that are likely to have significant effects on Employees, the College will notify affected Employees of the proposed changes and their nominated representatives, if any.

40.2 "Significant effects" includes termination of employment, major changes in the composition, operation or size of the College's workforce or in the skills required, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations, the restructuring of jobs. With the exception that where the provisions of this Agreement makes provision for alterations of any of the matters referred to in this clause an alteration will be deemed not to have significant effect.

40.3 Where the College proposes to introduce a change to the regular roster or ordinary hours of work of Employees, this clause will also apply. The College's educational timetable in respect of academic classes and student activities which:

- (a) may operate on a term, semester or a School Year basis; and
- (b) ordinarily changes between one period of operation and the next; and
- (c) may change during the period of operation,

is not a regular roster.

40.4 However, where a change to the educational timetable directly results in a change to the number of ordinary hours of work of an Employee or to the spread of hours over which the Employee's ordinary hours are required to be worked, this clause will apply.

40.5 The College and an Employee or Employees may appoint a representative for the purpose of consultation in this clause.

40.6 The College will discuss with Employees, and if requested, any nominated representatives:

- (a) the introduction of the changes referred to in 40.1 or 40.3;
- (b) the effects the changes are likely to have on Employees including, if raised by Employees, any impact in relation to their family and caring responsibilities; and/or
- (c) measures to avert or mitigate the adverse effects of such changes on Employees.

40.7 There can be up to 4 nominated representatives who can attend the discussion.

40.8 The College will give prompt consideration to matters raised in a timely manner by Employees and their representatives in relation to the changes.

40.9 The College will commence discussions as early as practicable after the College has made a definite decision to make the changes referred to in 40.1. The College will commence discussions as early as practicable after proposing to introduce the change referred to clause 40.3.

40.10 For the purposes of such discussion and subject to 40.9, the College will provide in writing to Employees and any nominated representatives, all relevant information about the changes including:

- (a) the nature of the changes proposed;
- (b) the expected effects of the changes on Employees; and
- (c) any other matters likely to affect Employees.

40.11 For the purposes of such discussions under 40.10, the College will not be required to disclose confidential or commercially sensitive information which would be inimical to the College's interests.

## **41. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 41.1 The College 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 arrangement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) allowances;
  - (b) the arrangement meets the genuine needs of the College and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the College and Employee.
- 41.2 The College must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the FW Act; and
  - (b) are not unlawful terms under s.194 of the FW Act ; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 41.3 The College must ensure that the individual flexibility arrangement:
- (a) is in writing;
  - (b) includes the name of the College and Employee;
  - (c) is signed by the College 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 this Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 41.4 The College must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 41.5 The College or Employee may terminate the individual flexibility arrangement:
- (f) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (g) if the College and Employee agree in writing — at any time.
- 41.6 The Employee may be represented by a person of their choice in discussions regarding the wording of an individual flexibility agreement.

## **42. FLEXIBLE WORKING ARRANGEMENTS**

Employees are entitled to request for flexible working arrangements in accordance with s.65 of the FW Act.

## **43. STATEMENT OF SERVICE**



Upon termination of employment with the College, and upon request from an Employee, the College will provide the Employee with a written statement of service.

#### **44. NO FURTHER CLAIMS**

The parties agree that no further claims with respect to salaries or terms and conditions of employment will be made on the College for the period of this Agreement.

#### **45. VARIATION**

If during the period of this Agreement the parties by consent wish to vary this Agreement, the variation(s) will be processed in accordance with the provisions of the FW Act.

#### **46. UNION REPRESENTATIVE**

- 46.1 The elected IEU Representative shall be entitled to 1 day of paid leave per year to attend IEU training.
- 46.2 The granting of leave pursuant to this clause is subject to the operation of the College not being unduly inconvenienced. Leave shall not be unreasonably refused.
- 46.3 The College shall not be liable for any expenses associated with an Employee covered by this Agreement attending IEU Training.
- 46.4 The IEU will be granted use of a staff notice board and may email current IEU members to their College email address.

### **PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS**

#### **47. CLASSIFICATIONS AND SALARY**

- 47.1 Schedule 1A sets out the classification structure and progression through the salary scale for Teachers.
- 47.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.

#### **48. ANNUAL LEAVE AND SCHOOL HOLIDAYS**

##### **48.1 Application**

- 48.1.1 This clause applies to Teachers employed either full-time or part-time on a pro rata basis.

##### **48.2 Entitlement**

- 48.2.1 A Teacher other than in the circumstances prescribed in 48.2.2 is entitled to School Holidays without deduction of pay. School Holidays are deemed to include annual leave.
- 48.2.2 The College may reduce a Teacher's entitlement to School Holidays where a Teacher has taken unpaid leave in excess of ten working days in any School Year pursuant to clause 14 (Personal Leave) or clause 21 (Leave Without Pay).
- 48.2.3 A Teacher's entitlement to School Holidays which has been reduced at the College's discretion under clause 48.2.2 will be calculated on the basis of one third of that Teacher's working weeks (excluding holidays already received and periods of unpaid leave).
- 48.2.4 Where a Teacher's entitlement to paid School Holidays has been reduced pursuant to clause 48.2.2, the period which but for that reduction would have been paid School Holidays will be unpaid leave and will be counted as service for all purposes of this Agreement.

##### **48.3 Part-Time Teacher's entitlement**

48.3.1 A Part-Time Teacher is entitled to School Holidays on the same proportionate basis as the Teacher's annual salary is calculated.

#### 48.4 **Employment for less than a school year**

48.4.1 A Teacher who is employed for part only of a School Year will be paid a pro rata holiday entitlement calculated on the basis of one third of that Teacher's number of working weeks (excluding paid holiday periods and periods of unpaid leave) at the rate of pay applicable at the time of School Holidays or at the time that employment is terminated. For Teachers who commence during the course of the School Year and will have accrued a pro-rated holiday entitlement, the College will facilitate having their salary averaged into equal fortnightly payments so not as to experience a drop in salary over the December/January period.

### 49. **HOURS OF WORK AND CONTACT HOURS**

49.1 All Full-Time Teachers are expected to be in attendance at the College from 8.30 am to 4.00 pm Monday to Thursday, and from 8.30am to 3.30 pm Friday, each week.

49.2 All Teachers have the right to a 30-minute consecutive break, to be taken during School lunchtime, but by exception between 12pm to 2.15pm.

49.3 Teachers are expected to attend the College for Professional Development sessions outside school hours in line with the custom and practice with the College. In return, a Teacher is not required to attend work during gazetted public holidays (subject to clause 18.3) and the two additional 'mid-term break' days.

#### 49.4 **Full-Time Secondary Teachers**

49.4.1 Contact time for a Secondary Teacher is eighteen (18) hours per week. Teachers may be allotted one or two teaching periods less than the specified allotment or more than the specified allotment, depending on the number of lessons allocated to a particular subject or the nature of the subject itself (ie. in terms of preparation or correction load). Where applicable, contact time includes face-to-face teaching and homeroom.

49.4.2 A Teacher whose allotment is less than the specified contact time may be allocated other duties or classes. Where a Teacher's allotment is more than the specified contact time, a reduction may be made in that Teacher's allocation of extras, or where appropriate, his/her supervisory duties.

#### 49.5 **Part-Time Secondary Teachers**

49.5.1 For the purpose of establishing Part-Time Teachers' contact hours, calculation will be made on the basis of eighteen (18) hours. The hours of attendance at the College for Part-Time Teachers will be calculated proportionate to the contact hours worked by the Teacher, (e.g. a Teacher who is engaged to work 50% or 9 hours contact time, would be required to be in attendance at the College for 50% of full-time attendance or 17.5 hours per week).

#### 49.6 **Full-Time Primary Teachers**

49.6.1 Contact time for Primary Teachers is:

- (a) Forty-five (45) hours per fortnight for the 2022 School Year;
- (b) Forty-three (43) hours per fortnight for the 2023 School Year; and
- (c) Forty-two (42) hours per fortnight from 2024.

49.6.2 A Teacher whose allotment is less than the specified contact time may be allocated other duties or classes. Contact time includes face-to-face teaching.

#### 49.7 **Part-Time Primary Teachers**

49.7.1 For the purpose of establishing Part-Time Primary Teachers' contact hours, calculation will be

made on the basis of the contact time hours listed above. The hours of attendance at the College for Part-Time Teachers will be calculated proportionate to the contact hours worked by the Teacher.

#### **49.8 Full-Time Kindergarten Teachers**

49.8.1 All Employees employed as Full-Time Kindergarten Teachers are expected to be in attendance at the College from 8.30am to 4.00pm Monday to Thursday each week; with breaks, which includes lunch and tea breaks, totaling one (1) hour. The hours of attendance on Friday of each week are 8.30am to 12.30pm, plus preparation time from 1.00pm to 3.30pm. Contact time for Kindergarten Teachers is twenty six and a quarter (26.25) hours per week.

#### **49.9 Part-Time Kindergarten Teachers**

49.9.1 For the purpose of establishing Part-Time Kindergarten Teachers' contact hours, calculation will be made on the basis of twenty six and a quarter (26.25) hours. The hours of attendance at the College for Part-Time Kindergarten Teachers will be calculated proportionate to the contact hours worked by the Kindergarten Teacher.

#### **49.10 Graduate Teachers**

49.10.1 Graduate Teachers employed by the College in their first year of teaching will be given a reduction in face to face teaching of one hour per week.

#### **49.11 Duties and Extras**

49.11.1 A Part-Time Teacher will undertake additional duties and extras as allocated by the College within the Teacher's hours of attendance, which are proportionate to full-time duties.

#### **49.12 Professional Development and Meetings**

49.12.1 All Teachers, both full-time and part-time, will be required to attend staff meetings, departmental meetings and professional development days as set down by the College. The College will endeavour to arrange meetings at times that are mutually convenient.

49.12.2 Meetings during the School day for all Teachers without additional responsibility will be capped at 4 hours per week (other than Parent Support Groups), and a maximum of two hours will be regularly scheduled.

49.12.3 Part Time Teachers are expected to attend professional development sessions proportionate to the contact hours worked. Part-Time Teachers are not required to attend sessions on days that they would not normally work with the exception of occasional regulatory required sessions. Reasonable notice will be provided in these instances.

#### **49.13 Parent teacher interviews**

49.13.1 Mandatory attendance at parent teacher interviews will be capped at two evenings per year level, per year.

49.13.2 If a Teacher is required to fully attend more than six (6) parent teacher evenings per year, they will be entitled to an allowance of \$80 per evening in excess of this cap (inclusive of any meal allowance).

#### **49.14 Extra curricular activities**

49.14.1 In addition, all Teachers are expected to assist with extra-curricular and or co-curricular activities. Part-Time Teachers will participate in extra-curricular and/or co-curricular activities, proportionate to their allotment.

#### **49.15 Allotments for Positions of Responsibility**

49.15.1 For Heads of Departments, the allotments are:

- (a) 6 for large departments; and
- (b) 4 for small departments.

49.15.2 For Year Level Coordinators, the allotment is at least 8.

49.15.3 For Home Room, the allotment is 2 or 3.

#### **49.16 Right to disconnect**

49.16.1 Other than in an emergency, there is no obligation for an Employee to respond to work related matters outside of normal business hours.

### **50. NOTICE OF TERMINATION**

50.1 Where the College wishes to terminate the employment of a Teacher during the period of probationary employment the College will provide not less than four (4) weeks' notice in writing.

50.2 Where the College wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the College, the College will give a full terms notice in writing or full payment in lieu.

50.3 Where the College wishes to terminate the employment of a Teacher, where the Teacher has had less than five years' continuous service with the College, the College will give seven (7) weeks' notice in writing, wholly within the one school term or full payment in lieu.

50.4 Where the College wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the College will give the Fixed Term Teacher four (4) weeks' notice if the Teacher being replaced provides notice to the College in accordance with the NES that the Teacher being replaced wishes to return from parental leave.

50.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1B (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

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

50.7 The notice period in clauses 50.1, 50.2 and 50.3 does not apply where the Teacher is guilty of serious misconduct.

## **PART 4: CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS**

### **51. CLASSIFICATIONS AND SALARIES**

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

51.2 Schedule 2B(1) sets out the salary scale for a School Assistant entitled to School Holidays.

51.3 Schedule 2B(2) sets out the salary scale for a School Assistant entitled to 4 weeks annual leave.

51.4 Schedule 3A sets out the classification structure for Kindergarten Hebrew and Jewish Studies Assistants.

51.5 Schedule 3B sets out the salary scale for a Kindergarten Hebrew and Jewish Studies Assistants entitled to School Holidays.

### **52. HOURS OF WORK**

#### **52.1 School Assistants**

- 52.1.1 The ordinary hours of work for a Full-Time School Assistant will be 35 hours per week. All Full-Time School Assistants are expected to be in attendance at the College from 8.30 am to 4.00 pm Monday to Thursday, and from 8.30am to 3.30 pm Friday, each week.
- 52.1.2 School Assistants have the right to a 30-minute consecutive break, to be taken during School lunchtime, but by exception between 12pm to 2.15pm.
- 52.1.3 School Assistants are expected to attend the College for Professional Development sessions within the current maximum number of working hours specified at clause 52.1.1.
- 52.1.4 The ordinary hours of work may be averaged over a fortnight or a four-week period.

## **52.2 Kindergarten Hebrew and Jewish Studies Assistants**

- 52.2.1 All Employees employed as a Kindergarten Hebrew and Jewish Studies Assistant are expected to be in attendance at the College from 8.30 am to 4.00pm Monday to Thursday each week; with breaks, which includes lunch and tea breaks, totaling one (1) hour. The hours of attendance on Friday of each week are 8.30 am to 12.30 pm, plus preparation time from 1.00pm to 3.30pm. Contact time for a Full-Time Kindergarten Hebrew and Jewish Studies Assistant is twenty six and a quarter (26.25) hours per week.
- 52.2.2 Kindergarten Hebrew and Jewish Studies Assistants are expected to attend the College for Professional Development sessions within the current maximum number of working hours specified at clause 52.2.1.

## **53. ANNUAL LEAVE AND SCHOOL HOLIDAYS**

### **53.1 Annual leave for School Assistants in receipt of paid School Holidays**

- 53.1.1 A School Assistant paid in accordance with Schedule 2B(1) of this Agreement will, other than in circumstances prescribed in clause 53.1.2, be entitled to school holidays without deduction of pay.
- 53.1.2 Where a School Assistant takes leave without pay or unpaid carer's leave in excess of ten (10) working days in any School Year, the School Assistant's entitlement to School Holidays will, at the discretion of the Principal, be calculated on the basis of one third of that School Assistant's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).
- 53.1.3 Where a School Assistant's entitlement to paid annual leave has been reduced pursuant to clause 53.1.2 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.
- 53.1.4 A School Assistant who is employed for part only of a school year will be paid a pro rata holiday entitlement calculated on the basis of one third of that School Assistant's number of working weeks (excluding paid holiday periods) at the rate of pay applicable at the time leave is taken or employment is terminated.

### **53.2 Annual leave for School Assistants in receipt of 4 weeks' annual leave**

- 53.2.1 A School Assistant paid in accordance with Schedule 2B(2) of this Agreement will, other than in circumstances prescribed in 53.2.2, be entitled to four weeks' annual leave exclusive of public holidays falling in such leave.
- 53.2.2 Where a School Assistant takes leave without pay or unpaid carer's leave in excess of ten working days in any school year the School Assistant's entitlement to annual leave will be calculated on the basis of one twelfth of that School Assistant's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).
- 53.2.3 Where a School Assistant's entitlement to paid annual leave has been reduced pursuant to 52.2.2 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.

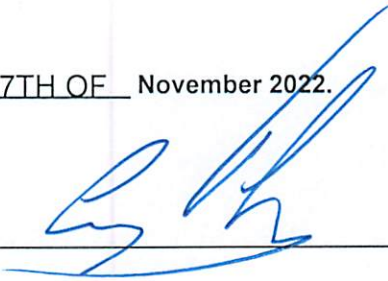
#### **54. NOTICE OF TERMINATION**

- 54.1 Where the College wishes to terminate the employment of a School Assistant or a Kindergarten Hebrew and Jewish Studies Assistant, 4 weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant or Kindergarten Hebrew and Jewish Studies Assistant. Where a School Assistant or Kindergarten Hebrew and Jewish Studies Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 54.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B for a School Assistant or Schedule 3B for a Kindergarten Hebrew and Jewish Studies Assistant that the School Assistant or Kindergarten Hebrew and Jewish Studies Assistant would have received by working during the notice period if their employment had not been terminated.
- 54.3 A School Assistant or Kindergarten Hebrew and Jewish Studies Assistant must provide the College with a minimum of 4 weeks' notice of resignation in writing to the College. Where a School Assistant or Kindergarten Hebrew and Jewish Studies Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 54.4 In addition to the period of notice specified in clause 54.1 a School Assistant or Kindergarten Hebrew and Jewish Studies Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service, will be entitled to an additional week's notice.
- 54.5 The notice period in clause 54.1 does not apply where the School Assistant or Kindergarten Hebrew and Jewish Studies Assistant is guilty of serious misconduct.

EXECUTED as an agreement this 7TH OF November 2022.

**EMPLOYER REPRESENTATIVE**

Signed:

  
\_\_\_\_\_

Date:

7/11/2022  
\_\_\_\_\_

Name in full (printed):

GARY JOHN VELLEMAN  
\_\_\_\_\_

Position title:

COLLEGE VICE PRINCIPAL  
\_\_\_\_\_

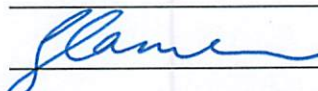
Authority to sign explained:

ACTING PRINCIPAL  
\_\_\_\_\_

Address:

429 AUBURN ROAD, HAWTHORN 3122  
\_\_\_\_\_

Witnessed by:

  
\_\_\_\_\_

Witness name in full:

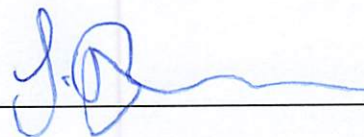
SHELLEY LOUISE CAMERON  
\_\_\_\_\_

Witness address:

429 AUBURN ROAD, HAWTHORN 3122  
\_\_\_\_\_

**EMPLOYEE REPRESENTATIVE**

Signed:

  
\_\_\_\_\_

Date:

7/11/2022  
\_\_\_\_\_

Name in full (printed):

SHARONNE BLUM  
\_\_\_\_\_

Position title:

TEACHER  
\_\_\_\_\_

Authority to sign explained:

EBA STAFF REPRESENTATIVE  
\_\_\_\_\_

Address:

429 AUBURN ROAD, HAWTHORN 3122  
\_\_\_\_\_

Witnessed by:

  
\_\_\_\_\_

Witness name in full:

SHELLEY LOUISE CAMERON  
\_\_\_\_\_

Witness address:

429 AUBURN ROAD, HAWTHORN 3122  
\_\_\_\_\_

## **SCHEDULE 1A: CLASSIFICATION STRUCTURE (TEACHERS)**

### **1 A.1 Teachers with full and provisional registration**

- 1 A.1.1 A Teacher holding full or provisional registration, who has a four year approved training course beyond secondary school including teacher training will commence at level 1 and will progress to level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 1A.1.2 A Teacher employed for less than 40 per cent of a full teaching load will be required to complete 24 months' service before progressing to the next level.

### **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 College.

### **1A.3 Acquisition of additional qualifications**

A four year trained Teacher who acquires additional Masters qualifications relevant to the Teacher's position of employment with the College, is entitled to be credited with the equivalent of one year of experience for each qualification (where that qualification is at least the equivalent of one full year course of study) and is required to notify the College in writing of the acquisition of the qualification. The written notice must be accompanied by satisfactory evidence of acquisition. When the Teacher gains the qualification at the end of the tertiary year, the advancement shall take effect from the commencement of the next School Year. When the Teacher gains the qualification during the School Year, the advancement should take effect immediately from the notification of attainment, with their original anniversary date retained.

### **1A.4 Tenure of Positions of Responsibility**

From the date of approval of this Agreement any newly appointed positions of responsibility will be for a fixed term. If at the expiry of the tenure position and if not re-appointed to another position of responsibility, Teachers holding these fixed term positions will be entitled to return to their full-time or part-time teaching allotment held at the time prior to the appointment to the position of responsibility, or for new Employees, in accordance with their specified hours pursuant to clause 10.

### **1A.5 Positions of Responsibility – Subject Master Allowance**

- 1A.5.1 Where a Head of Department position doesn't exist, a Teacher may receive a Subject Master allowance. The Teacher with a Subject Master allowance must teach a portion of the specialist allotment greater than 70% or 3 classes or more. In addition, a portion of the specialist allotment must be at VCE level and have an average of 10 students per class of the specialist subject. Furthermore, a Teacher must be published in educational journals/textbooks and/or have recent history of presenting at conferences. Where a function is shared, the payment may also be shared. An allowance is linked to a position of responsibility rather than tied to an individual Employee.
- 1A.5.2 The Subject Master allowance will not be applied to Teachers receiving a greater or equal allowance elsewhere.
- 1A.5.3 Part-Time Teachers will be paid pro rata of the Subject Master allowance.
- 1A.5.4 Teachers should apply in writing, to the Principal, to receive the Subject Master allowance. The Subject Master Allowance will not be applied or removed (as long as the Teacher continues in the relevant role) retrospectively and will be reviewed annually. Where a function that attracts an allowance ceases to exist, the allowance will terminate.
- 1A.5.5 Schedule 1B sets out the applicable position of responsibility structure and applicable rates of pay.



## SCHEDULE 1B: SALARIES (TEACHERS)

1B.1 The annual salary (excluding superannuation but including annual leave loading) for a Full-Time Teacher will be not less than that prescribed by the following table.

Bialik Level	24 Dec 2021	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024	1 July 2024	1 Jan 2025	1 July 2025
1	78,237	79,019	79,809	80,607	81,414	82,228	83,050	83,880
2	80,290	81,093	81,904	82,723	83,551	84,386	85,230	86,082
3	83,253	84,085	84,926	85,776	86,633	87,500	88,375	89,258
4	86,324	87,187	88,059	88,939	89,829	90,727	91,634	92,551
5	89,511	90,407	91,311	92,224	93,146	94,077	95,018	95,968
6	92,814	93,742	94,679	95,626	96,582	97,548	98,524	99,509
7	96,238	97,200	98,172	99,154	100,146	101,147	102,159	103,180
8	99,789	100,787	101,795	102,813	103,841	104,880	105,928	106,988
9	103,472	104,507	105,552	106,607	107,673	108,750	109,838	110,936
10	107,289	108,362	109,445	110,540	111,645	112,762	113,889	115,028
11	116,061	117,222	118,394	119,578	120,774	121,982	123,201	124,433

1B.2 The annual salary (excluding superannuation and annual leave loading) for a Full-Time Teacher will be not less than that prescribed by the following table.

Bialik Level	24 Dec 2021	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024	1 July 2024	1 Jan 2025	1 July 2025
1	77,201	77,973	78,753	79,540	80,336	81,139	81,951	82,770
2	79,228	80,020	80,820	81,628	82,445	83,269	84,102	84,943
3	82,151	82,972	83,802	84,640	85,486	86,341	87,205	88,077
4	85,181	86,033	86,893	87,762	88,640	89,526	90,421	91,326
5	88,326	89,210	90,102	91,003	91,913	92,832	93,760	94,698
6	91,585	92,501	93,426	94,360	95,304	96,257	97,219	98,192
7	94,964	95,914	96,873	97,842	98,820	99,808	100,806	101,814
8	98,468	99,453	100,448	101,452	102,467	103,491	104,526	105,571
9	102,102	103,123	104,154	105,196	106,248	107,310	108,384	109,467
10	105,869	106,927	107,997	109,077	110,167	111,269	112,382	113,505
11	114,525	115,670	116,827	117,995	119,175	120,367	121,571	122,786

1B.3 Responsibility Allowances

	24 Dec 2021	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024	1 July 2024	1 Jan 2025	1 July 2025
<b>Subject Master</b>	8,096	8,177	8,258	8,341	8,424	8,509	8,594	8,680
<b>Head of Dept and Year Level Coordinator</b>	12,773	12,901	13,030	13,160	13,292	13,425	13,559	13,695

1B.4 Weekly Salary

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

1B.5 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than:

Effective from:	Hourly Rate	Half day rate	Daily rate
24 December 2021	\$66.39	199.16	\$398.31
1 July 2022	\$67.05	201.15	\$402.30
1 January 2023	\$67.72	203.16	\$406.32
1 July 2023	\$68.40	205.19	\$410.38
1 January 2024	\$69.08	207.24	\$414.49
1 July 2024	\$69.77	209.32	\$418.63
1 January 2025	\$70.47	211.41	\$422.82
1 July 2025	\$71.17	213.52	\$427.05

## **SCHEDULE 2A: SCHOOL ASSISTANT CLASSIFICATION STRUCTURE**

2A.1.1 Upon engagement, the College will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.1.2 A Part-Time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full-Time School Assistant.

### **2A.2 Incremental advancement**

2A.2.1 Advancement to the next increment within the appropriate classification grade will take place on 1 February every year or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2A.2.2 Attainment of level 1-5 is dependent on relevant years of experience and the attainment of Cert III qualifications.

2A.2.3 Service for the purposes of this clause will include all service in any other school at the classification grade **or position** to which the School Assistant is appointed.

### **2A.3 Casual rate of pay**

2A.3.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

Weekly rate as per schedule 2B(1) for first year at appropriate level, less annual

leave loading x 1.25 / 35

2A.3.2 The 25 percent loading is incorporated in the rate of pay is in lieu of any entitlement to annual leave or school holidays, leave loading, personal leave (including sick leave, carer's leave and compassionate leave) or parental leave.

## SCHEDULE 2B(1): SCHOOL ASSISTANT SALARY RATES

Working School Term, including annual leave loading but excluding superannuation.

	<b>Bialik's classification</b>	<b>24 Dec 2021</b>	<b>1 July 2022</b>	<b>1 Jan 2023</b>	<b>1 July 2023</b>	<b>1 Jan 2024</b>	<b>1 July 2024</b>	<b>1 Jan 2025</b>	<b>1 July 2025</b>
Lab Managers	3-1	72,953	73,683	74,419	75,164	75,915	76,674	77,441	78,215
	3-2	75,328	76,081	76,842	77,610	78,386	79,170	79,962	80,761
	3-3	77,841	78,619	79,405	80,199	81,001	81,811	82,629	83,456
	3-4	80,447	81,251	82,063	82,884	83,713	84,550	85,396	86,250
	3-5	84,502	85,347	86,201	87,063	87,933	88,813	89,701	90,598
Lab & Library Technicians	2-1	62,448	63,072	63,703	64,340	64,983	65,633	66,289	66,952
	2-2	63,874	64,513	65,158	65,810	66,468	67,133	67,804	68,482
	2-3	66,014	66,674	67,341	68,014	68,694	69,381	70,075	70,776
	2-4	68,876	69,564	70,260	70,963	71,672	72,389	73,113	73,844
	2-5	71,007	71,717	72,434	73,158	73,890	74,629	75,375	76,129
Aides and Assistants	1-1	51,761	52,279	52,802	53,330	53,863	54,402	54,946	55,495
	1-2	53,440	53,974	54,514	55,059	55,610	56,166	56,728	57,295
	1-3	55,980	56,540	57,106	57,677	58,253	58,836	59,424	60,019
	1-4	57,577	58,153	58,735	59,322	59,915	60,514	61,119	61,731
	1-5	59,506	60,101	60,702	61,309	61,922	62,542	63,167	63,799

Working School Term, excluding annual leave loading and superannuation.

	<b>Bialik's classification</b>	<b>24 Dec 2021</b>	<b>1 July 2022</b>	<b>1 Jan 2023</b>	<b>1 July 2023</b>	<b>1 Jan 2024</b>	<b>1 July 2024</b>	<b>1 Jan 2025</b>	<b>1 July 2025</b>
Lab Managers	3-1	71,987	72,707	73,434	74,169	74,910	75,659	76,416	77,180
	3-2	74,331	75,074	75,825	76,583	77,349	78,122	78,903	79,692
	3-3	76,810	77,578	78,354	79,138	79,929	80,728	81,536	82,351
	3-4	79,382	80,175	80,977	81,787	82,605	83,431	84,265	85,108
	3-5	83,383	84,217	85,060	85,910	86,769	87,637	88,513	89,398
Lab & Library Technicians	2-1	61,621	62,237	62,860	63,488	64,123	64,764	65,412	66,066
	2-2	63,029	63,659	64,296	64,939	65,588	66,244	66,906	67,576
	2-3	65,140	65,792	66,449	67,114	67,785	68,463	69,148	69,839
	2-4	67,964	68,644	69,330	70,023	70,724	71,431	72,145	72,867
	2-5	70,067	70,767	71,475	72,190	72,912	73,641	74,377	75,121
Aides and Assistants	1-1	51,076	51,587	52,103	52,624	53,150	53,682	54,218	54,761
	1-2	52,733	53,260	53,793	54,330	54,874	55,423	55,977	56,537
	1-3	55,239	55,792	56,350	56,913	57,482	58,057	58,638	59,224
	1-4	56,815	57,383	57,957	58,537	59,122	59,713	60,310	60,913
	1-5	58,718	59,306	59,899	60,498	61,103	61,714	62,331	62,954

## SCHEDULE 2B(2): SCHOOL ASSISTANT SALARY RATES

Working a full year, including annual leave loading but excluding superannuation.

	Bialik's classification	24 Dec 2021	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024	1 July 2024	1 Jan 2025	1 July 2025
Lab Managers	3-1	79,032	79,823	80,621	81,427	82,241	83,064	83,894	84,733
	3-2	81,605	82,421	83,245	84,078	84,918	85,767	86,625	87,491
	3-3	84,327	85,171	86,022	86,883	87,752	88,629	89,515	90,410
	3-4	87,150	88,022	88,902	89,791	90,689	91,596	92,512	93,437
	3-5	91,544	92,459	93,384	94,318	95,261	96,214	97,176	98,147
Lab & Library Technicians	2-1	65,136	65,788	66,446	67,110	67,781	68,459	69,144	69,835
	2-2	66,956	67,626	68,302	68,985	69,675	70,372	71,075	71,786
	2-3	69,195	69,887	70,586	71,292	72,005	72,725	73,452	74,187
	2-4	71,517	72,232	72,954	73,684	74,421	75,165	75,917	76,676
	2-5	74,615	75,361	76,114	76,876	77,644	78,421	79,205	79,997
Aides and Assistants	1-1	53,895	54,434	54,979	55,529	56,084	56,645	57,211	57,783
	1-2	55,497	56,052	56,613	57,179	57,750	58,328	58,911	59,500
	1-3	57,893	58,472	59,057	59,647	60,244	60,846	61,455	62,069
	1-4	60,646	61,252	61,865	62,484	63,108	63,739	64,377	65,021
	1-5	62,375	62,998	63,628	64,265	64,907	65,556	66,212	66,874

Working a full year, excluding annual leave loading and superannuation.

	Bialik's classification	24 Dec 2021	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024	1 July 2024	1 Jan 2025	1 July 2025
Lab Managers	3-1	77,986	78,766	79,554	80,349	81,153	81,964	82,784	83,612
	3-2	80,525	81,330	82,143	82,965	83,794	84,632	85,478	86,333
	3-3	83,211	84,043	84,884	85,733	86,590	87,456	88,330	89,214
	3-4	85,997	86,857	87,725	88,603	89,489	90,383	91,287	92,200
	3-5	90,332	91,235	92,148	93,069	94,000	94,940	95,889	96,848
Lab & Library Technicians	2-1	64,274	64,917	65,566	66,222	66,884	67,553	68,228	68,911
	2-2	66,070	66,730	67,398	68,072	68,752	69,440	70,134	70,836
	2-3	68,279	68,962	69,652	70,348	71,052	71,762	72,480	73,205
	2-4	70,570	71,276	71,989	72,709	73,436	74,170	74,912	75,661
	2-5	73,627	74,363	75,107	75,858	76,617	77,383	78,157	78,938
Aides and Assistants	1-1	53,182	53,714	54,251	54,793	55,341	55,895	56,454	57,018
	1-2	54,762	55,310	55,863	56,422	56,986	57,556	58,131	58,713
	1-3	57,127	57,698	58,275	58,858	59,446	60,041	60,641	61,248
	1-4	59,843	60,442	61,046	61,656	62,273	62,896	63,525	64,160
	1-5	61,549	62,164	62,786	63,414	64,048	64,688	65,335	65,989

## SCHEDULE 2B(3): SCHOOL ASSISTANT CASUAL RATES

	24 Dec 2021	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024	1 July 2024	1 Jan 2025	1 July 2025
Lab Managers	\$49.27	\$49.76	\$50.26	\$50.76	\$51.27	\$51.78	\$52.30	\$52.83
Lab & Library Technicians	\$42.18	\$42.60	\$43.02	\$43.45	\$43.89	\$44.33	\$44.77	\$45.22
Aides and Assistants	\$34.96	\$35.31	\$35.66	\$36.02	\$36.38	\$36.74	\$37.11	\$37.48

## **SCHEDULE 3A: KINDERGARTEN HEBREW AND JEWISH STUDIES ASSISTANTS CLASSIFICATION STRUCTURE**

3A.1.1 Upon engagement, the College will inform a Kindergarten Hebrew and Jewish Studies School Assistant of the classification grade and the rate of pay applying to that classification.

3A.1.2 A Part- Time Kindergarten Hebrew and Jewish Studies School Assistant will be paid pro rata of the salary that the Kindergarten Hebrew and Jewish Studies School Assistant would be entitled to receive if employed as a Full- Time.

### **3A.2 Incremental advancement**

3A.2.1 Advancement to the next increment within the appropriate classification grade will take place on the 1 February of every year or in the case of non-continuous service, after the completion of the equivalent of a School Year. A Kindergarten Hebrew and Jewish Studies School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

3A.2.2 Attainment of level 1H-4 is dependent on relevant years of experience and the attainment of Cert III qualifications.

3A.2.3 Service for the purposes of this clause will include all service in any other school at the classification grade or position to which the Kindergarten Hebrew and Jewish Studies School Assistant is appointed.

### **3A.3 Casual rate of pay**

3A.3.1 A Casual Kindergarten Hebrew and Jewish Studies School Assistant will be paid an hourly rate of pay calculated as follows

Weekly rate as per schedule 3B for first year at appropriate level, less annual leave loading x 1.25 / 35

3A.3.2 The 25 percent loading is incorporated in the rate of pay is in lieu of any entitlement to annual leave or school holidays, leave loading, personal leave (including sick leave, carer's leave and bereavement leave) or parental leave.

## SCHEDULE 3B: KINDERGARTEN HEBREW AND JEWISH STUDIES ASSISTANTS SALARY RATES

Working School Term, including annual leave loading but excluding superannuation

Bialik's classification	24 Dec 2021	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024	1 July 2024	1 Jan 2025	1 July 2025
1H-1	58,176	58,758	59,345	59,939	60,538	61,143	61,755	62,372
1H-2	59,507	60,102	60,703	61,310	61,923	62,543	63,168	63,800
1H-3	61,806	62,424	63,049	63,679	64,316	64,959	65,609	66,265
1H-4	65,013	65,663	66,319	66,982	67,652	68,329	69,012	69,702

Working School Term, excluding annual leave loading and superannuation

Bialik's classification	24 Dec 2021	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024	1 July 2024	1 Jan 2025	1 July 2025
1H-1	57,406	57,980	58,560	59,145	59,737	60,334	60,937	61,547
1H-2	58,719	59,307	59,900	60,499	61,104	61,715	62,332	62,955
1H-3	60,988	61,598	62,214	62,836	63,464	64,099	64,740	65,387
1H-4	64,152	64,793	65,441	66,096	66,757	67,424	68,099	68,780

Casual rates

	24 Dec 2021	1 July 2022	1 Jan 2023	1 July 2023	1 Jan 2024	1 July 2024	1 Jan 2025	1 July 2025
Kindergarten Hebrew & Jewish Studies Assistants	\$39.29	\$39.68	\$40.08	\$40.48	\$40.89	\$41.30	\$41.71	\$42.13

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

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

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.



- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

## IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/4702

Applicant: Bialik College Limited

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Jeremy Stowe-Lindner, Principal, have the authority given to me by Bialik College Limited to give the following undertakings with respect to the Bialik College Agreement 2021-2025 ("the Agreement"):

1. The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
2. The following minimum engagement periods apply for casual staff:
  - a. Teachers other than those working in the Early Learning Centre: half day.
  - b. Teachers working in the Early Learning Centre: 2 hours.
  - c. School Assistants and Kindergarten Hebrew and Jewish Studies Assistants: 2 hours.
3. Where a casual Teacher is engaged to work 5 or more consecutive days performing duties equivalent to those attributable to a casual Level 5 teacher under the *Educational Services (Teachers) Award 2020 (Award)*, the casual Teacher will be entitled to receive the Level 5 base rate of pay contained in the Award in addition to the other terms and conditions contained in the Agreement.
4. Where a permanent School Assistant or Kindergarten Hebrew and Jewish Studies Assistant performs approved overtime (other than school camp):
  - a. in excess of 8 hours per day;
  - b. outside of Monday to Friday between 7am to 6pm; or
  - c. if an employee whose hours are averaged, in excess of the allowed maximum weekly ordinary hours during the averaged period,

they will be paid at the rate of 150% for the first 3 hours Monday to Saturday, 200% for after 3 hours or on Sunday, and 250% on a public holiday. Such additional hours do not accrue leave entitlements under the Agreement or NES. When attending school camp overnight, permanent School Assistants or Kindergarten Hebrew and Jewish Studies Assistants will receive the maximum daily hours of work at their ordinary rates each day and the camp allowance contained at clause 27 of the Agreement.

5. Where a casual School Assistant or Kindergarten Hebrew and Jewish Studies Assistant performs approved overtime in excess of a maximum of 38 hours per week (other than when attending school camp), they will be paid at the rate of 175% for the first 3 hours Monday to Saturday, and 225% for after 3 hours or on Sunday, and 275% on public holidays (inclusive of casual loading). Such additional hours do not accrue leave entitlements under the Agreement or NES. When attending school camp overnight, casual School Assistant or Kindergarten Hebrew and Jewish Studies Assistant will receive the maximum daily hours of work at their ordinary rates each day and the camp allowance contained at clause 27 of the Agreement.

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CONTACT THE IEU

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# This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

