



Braemer College Enterprise Agreement 2021-2023

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Braemar College Ltd. t/a Braemar College
(AG2021/8964)

BRAEMAR COLLEGE ENTERPRISE AGREEMENT 2021-2023

Educational services

DEPUTY PRESIDENT MANSINI

MELBOURNE, 31 JANUARY 2022

Application for approval of the Braemar College Enterprise Agreement 2021-2023.

[1] Braemar College Ltd. has applied for approval of a single enterprise agreement known as the *Braemar College Enterprise Agreement 2021-2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] The application was accompanied by a signature page that did not comply in all respects with Regulation 2.06A of the *Fair Work Regulations 2009* (Cth). I consider it appropriate in the circumstances to waive an irregularity in the form or manner in which the application was made, and do so pursuant to s.586(b).

[3] Since the application was made, the Commission raised concerns about whether the pre-approval requirements were met and whether the Agreement passes the “better off overall” test. Further information was provided in relation to these concerns.

[4] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representatives either supported or did not oppose the Undertakings. 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. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[5] Noting clause 5 of the Agreement, I am satisfied that the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

[6] On the basis of the material contained in the application, further information provided on request of the Commission and the Undertakings, 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.

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

[8] The Agreement was approved on 31 January 2022 and, in accordance with s.54, will operate from 7 February 2022. The nominal expiry date of the Agreement is 31 December 2023.

[9] For the purposes of publication, the signature page of the Agreement has been redacted in part, for confidentiality and as the enterprise agreement when made did not contain the redacted details.¹



DEPUTY PRESIDENT

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<AE514745 PR737865>

¹ *The Australian Workers' Union v Oji Foodservice Packaging Solutions (Aus) Pty Ltd* [2018] FWCFB 7501.

Annexure A



BRAEMAR COLLEGE

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 WYNDHAM VIC 3281
 TEL: 0754 580 0000
 FAX: 040 580 0000
 An Equal Opportunity Employer
 2014/00013176

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/8964 - Application for approval of the Braemar College Enterprise Agreement 2021-2023

Applicant: Braemar College Limited T/A Braemar College

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Russell Deer, Principal, have the authority given to me by *Braemar College Limited T/A Braemar College* to give the following undertakings with respect to the *Braemar College Enterprise Agreement 2021-2023*

("the Agreement"):

- The Full Day and Half Day Casual Teacher rates of pay specified in Schedule 1B.5 of the Agreement will be as follows:

	2022 (Rate upon approval of the Agreement)	20 February 2023
Full Day	\$410.00	\$414.00
Half Day	\$205.00	\$207.00

- In relation to Casual Maximum Engagement, Clause 10.4(f) of the Agreement shall be amended to the following:

An Employer must not employ a Casual Teacher, in such a capacity for more than 4 consecutive term weeks. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

- The following clause shall apply to Teachers engaged on a Part Time basis in accordance with Clause 10.2 of the Agreement:

An employer cannot vary a part-time employee's teaching load or days of attendance unless:

(a) the employee consents; or

(b) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides 7 weeks' notice in writing in the case of a school teacher or 4 weeks' notice in the case of an early childhood teacher, or where the change would result in a reduction in salary, the salary of the teacher is maintained



BRAEMAR COLLEGE

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EDU.GOV.AU

for a period of 7 weeks in the case of a school teacher or 4 weeks in the case of an early childhood teacher.

4. Further to Clause 2C.7 of the Agreement, which deals with Additional Hours worked by Educational Support Services Team Employees, the Employer will monitor the hours worked to ensure that employees are not required to work in excess of 5 hours of overtime in any 5-day period.


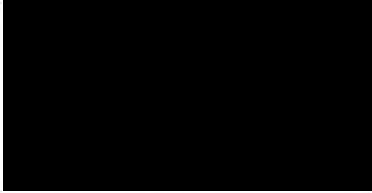
These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Russell Deer, Principal

20 January 2022

Date

BRAEMAR COLLEGE ENTERPRISE AGREEMENT 2021-2023

ENTERPRISE AGREEMENT		
Signatures:	Employer Representative	Employee Representative
 		
Address:	Russell Deer	Braemar College
Braemar College	Principal	Mt Macedon Rd
Mt Macedon Rd	Braemar College	Mt Macedon Rd
WOODEND VIC 3442	Mt Macedon Rd	WOODEND VIC 3442
	WOODEND VIC 3442	

Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be a terms of the Agreement. A copy of the undertakings can be found at the end of the Agreement.

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PART 1: APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement is to be known as the Braemar College Enterprise Agreement 2021-2023 (the Agreement) and is an Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

2. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 2.1. The Agreement will come into operation 7 days from the date it is approved by Fair Work Commission in accordance with the Act.
- 2.2. The nominal expiry date of the Agreement is 31 December 2023.

3. PARTIES BOUND

- 3.1. This Agreement binds:
 - a) the Employer;
 - b) Teachers, including Permission to Teach Teachers;
 - c) Educational Support Services Team.
- 3.2. The College Strategic Leadership Team by whatever name called are not bound by this Agreement.

4. RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all awards that would otherwise apply to Employees covered by this Agreement, including but not limited to the *Educational Services (Teachers) Award 2020* and *Educational Services (Schools) General Staff Award 2020*.

5. SAVINGS PROVISION

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the Fair Work Act 2009. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

Nothing in this agreement will in itself operate to reduce the conditions of employment of an employee which were in existence immediately prior to or at the commencement of this agreement.

6. DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor.
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave.
Casual Employee	means an Employee employed pursuant to clause 10 of this Agreement.
College	means Braemar College.
Co-curricular	means experiences connected to the academic curriculum of the College and usually covered within the tuition fees and charges paid by parents.
College Leadership	means management leadership team or otherwise named.
College Strategic Leadership Team	means positions of Principal, Associate Principal, Head of School, Business Manager and Manager Human Resources and any person employed as a member of the College Strategic Leadership Team by whatever name called.
Consultative Committee	means the Principal and a maximum of two College representatives and three employees, at least 1 Teaching and 1 Educational Support Services Team.
Continuous Service	means all service for which paid leave was applicable. Paid leave may include personal/carer's leave (personal/carer's leave, infectious diseases leave, and bereavement leave), school holidays, long service leave, examination leave, qualification conferral leave. Periods of unpaid leave do not count as service, but do not break continuous service.
Educational Support Services Team (ESST)	means an Employee who is not a Teacher who is covered by the Agreement. An ESST employee is classified in the following streams: classroom support services, school administration services, school operational services, curriculum/resource services, wellbeing services. The Business Manager and members of the College Strategic Leadership Team are not ESST Employees.
Employee	means a person covered by this Agreement employed by the Employer and excludes College Strategic Leadership Team Members.
Employer	means Braemar College Ltd. ABN 11 005 151 771

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 or recognition of equivalent by the Principal.
Extra-curricular	means any activities, including camps and programs, that do not form part of the College tuition fees and charges and the cost of the program is paid in addition to annual fees and charges, by parents.
Face-to-face Teaching	means regular rostered academic and pastoral teaching sessions in a documented course of study approved by the College for which the teacher has prime responsibility for educational delivery and includes direct student instruction required by the College.
Fixed Term Employee	means an Employee employed pursuant to clause 10 of this Agreement.
Full Time Employee	means an Employee employed pursuant to clause 10 of this Agreement.
Full Time Equivalent (FTE)	means the ratio of total number of paid hours during a period divided by the number for full time hours.
FWC	means the Fair Work Commission or its successor.
Immediate Family	means <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are same sex or difference sexes); and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse or a de facto spouse of the Employee.
Instrumental Music Tutor	means an employee who instructs students in extra-curricular music and are part of the Education Support Services Team if they are not employed as a Teacher.
National Employment Standards (NES)	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth).

Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave). The prescribed periods of Non Attendance/Term Breaks shall be published by Term 4 the year prior and updated on the College Website.
Part Time Employee	means an Employee employed pursuant to clause 10 of this Agreement.
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of <i>the Education and Training Reform Act 2006</i> (Vic.) and is engaged as such.
Policy	means the rules and procedures of employment at Braemar College as displayed predominantly in the Staff Handbook. Policies do not form part of or are not incorporated into this Agreement.
Principal	means Principal of Braemar College or his or her nominee.
Registered Health Practitioner	means a person registered under the <i>Health Practitioners Regulation National Law (Victoria) Act 2009</i> , which includes Chinese medicine practitioners, chiropractors, dental care providers, medical practitioners, medical radiation technologists, nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists and psychologists.
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia.
School	means Braemar College Ltd. ABN 11 005 151 771
School Holiday	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools.
School Year	means the twelve months from the day that Employees are required to attend the College for the new educational year. The year is as specified in the school calendar and agreed on the year prior and in line with non-attendance time.

Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Vice/Deputy Principal, by whatever name called.
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic.).
WIRC Act	means, the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor.

7. CONSULTATIVE FRAMEWORK

- 7.1. The Consultative Committee is a vehicle for regular consultation and discussion between the staff and the Principal and/or College Leadership concerning issues involving industrial relations and workplace matters generally and the implementation of this Agreement.
- 7.2. The membership of the Consultative Committee shall consist of the Principal and/or a maximum of two College Delegates and three employees, at least one teaching and one ESST.
- 7.3. The Principal, or in the Principal's absence his or her nominee, will be the Chair of the Committee.
- 7.4. The Consultative Committee shall meet at least 4 times per year, with either of the parties having the right to request additional meetings of this committee as required.
- 7.5. The Consultative Committee would normally be convened by the elected Chair of the Consultative Committee, but any member may convene an extraordinary meeting. The Consultative Committee will convene at least six months before the expiry of this Agreement with the responsibility of ensuring the notice of representative rights are discussed.
- 7.6. Parties to the Agreement will aim to ensure continual, real and on-going consultation to maintain and identify further models for continuous improvement for the benefit of both the Employees and Employer.
- 7.7. The Principal shall consult with the Consultative Committee on matters such as ongoing and new industrial issues as they relate to implementation of this Agreement.
- 7.8. Consultative Committee meetings will be scheduled during term time to enable all members to attend.
- 7.9. Minutes of the Consultative Committee meetings will be recorded and made available to all Employees covered by the Agreement.

8. DISPUTE RESOLUTION PROCEDURE

- 8.1. If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES,

this clause sets out procedures to settle the dispute.

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

- 8.2. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant College Leadership or Principal.
- 8.3. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

- 8.4. The FWC may deal with the dispute in two stages:
- (a) The FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
 - (b) If FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- 8.5. While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 8.6. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

9. PERFORMANCE AND CONDUCT MANAGEMENT

Application

- 9.1. This clause will not apply:
- (a) during an Employee's minimum employment period pursuant to clause 13; or
 - (b) to casual Employees.
- 9.2. Under this clause a concern means, a concern or concerns which would warrant the taking of any actions at the discretion of the Employer in relation to the employees' performance and/or conduct.
- 9.3. Nothing in this clause prevents the Employer from as part of this process:
- (a) issuing a formal warning or final warning at any stage of a conduct or performance issue with an employee; or
 - (b) dismissing an Employee at any stage of a conduct or performance issue, for example (and without limitation) in circumstances involving wilful or serious misconduct by the Employee.

Discussions

- 9.4. Where the Employer has concerns with the performance or conduct of an Employee, the Employer may in the first instance, at its discretion, hold discussions with the Employee. During these discussions the Employer may direct the Employee to provide responses to its concerns.
- 9.5. Should these discussions fail to resolve the Employer's concerns about the conduct or performance of the Employee, the Employer will apply the below processes.
- 9.6. The Employer will provide a summary of any relevant complaint/s made by parents, students or teachers, or by a person external to the College community during the performance and/or conduct Management process.

Performance Management

- 9.7. Where the Employer is considering termination of employment for reasons related to an Employee's performance, the Employer will implement the procedure in this clause.
- 9.8. To commence the process, the Employer will advise the Employee in writing of the following:
- (a) That the Employer has concern(s) with the Employee's performance;
 - (b) the time, date and place of the first meeting to discuss the Employee's performance;
 - (c) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- 9.9. Performance management meetings will:
- (a) include discussion of the Employer's concern(s) with the Employee's performance including confirmation of the expected performance standards;
 - (b) give the Employee a reasonable opportunity to respond to the Employer's concern(s);

- (c) where appropriate in the Employer's view, include discussion of any counselling or assistance available to the Employee;
 - (d) include the Employer setting an appropriate period(s) of review.
- 9.10. If after the set period of review the Employee's performance has improved to the level required, the Employer will conclude the process.
- 9.11. If after the set period of review the Employee's performance has not improved to the level required, the Employer will:
- (a) Terminate the employment of the Employee in accordance with clause 44; or
 - (b) Issue the Employee with a warning or a final warning in writing; or
 - (c) Take other action appropriate to the situation, which may include an extension of the process.
- 9.12. An Employee shall have the right to be accompanied by a support person of their choice, whose role it is to support and advise the Employee. The availability of the chosen or preferred support person is not intended to delay the progress of meetings between employer and employee.

Conduct Management

- 9.13. Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- 9.14. The Employer will advise in writing of the Employee of the following:
- (a) That the Employer has concern(s) about the Employee's conduct;
 - (b) the time, date and place of the meeting to discuss the Employee's conduct;
 - (c) the Employer may terminate the Employee's employment should the Employer's concern(s) not be resolved.
- 9.15. The conduct management meeting(s) will:
- (a) include discussion of the Employer's concern(s) about the Employee's conduct;
 - (b) give the Employee a reasonable opportunity to respond to the Employer's concern(s), subject to the circumstances.
- 9.16. At the Employer's discretion, concern(s) with an Employee's conduct may be resolved by:
- (a) summary dismissal, where the Employee is involved in serious or wilful misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - (b) terminating the employment of the Employee in accordance with clause 44;
 - (c) issuing the Employee with a warning or a final warning in writing;
 - (d) other action, appropriate to the situation.
- 9.17. An Employee shall have the right to be accompanied by a support person of their choice, whose role it is to support and advise the Employee. The availability of the chosen or preferred support person is not intended to delay the progress of meetings between employer and employee.

10. MODES OF EMPLOYMENT

PART A – TEACHER

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

10.1. Full Time

The Employer may engage a Teacher on a full time basis in accordance with this Agreement.

10.2. Part Time

- (a) The Employer may employ a Teacher on a part time basis in accordance with this Agreement.
- (b) The Employer will set out in writing the part time hours and/or minutes required upon the engagement of the Teacher and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours and/or minutes required (including face-to-face teaching hours) to be undertaken. This will be provided as a copy of the Teacher's timetable specifying periods available for scheduled duties including covers, and those times considered to be not at school.
- (c) A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis. The pro rata annual salary is calculated using the following formula – Full Time Salary by time fraction percentage of FTE. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be as per the Teacher Workload Policy. This Policy is not incorporated into, nor does it form part of, the Agreement.
- (d) A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

10.3. Fixed Term Teacher

- (a) The Employer may employ a Teacher to work on a replacement basis or for a specified period of time as full time or part time:
 - to replace one or more Teachers who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation; or
 - to replace a Teacher whose employment has terminated after the commencement of the School Year.
- (b) A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.
- (c) Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher of:
 - the reason for the fixed nature of the employment;
 - the date of commencement of the employment;

- the benefits which are applicable under this Agreement; and
 - the rights of any Teacher being replaced.
- (d) Subject to clause 10, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or, in accordance with clause 13 or where a Teacher is replacing a Teacher on parental leave, in accordance with the appropriate notice of termination provisions in clause 44.
- (e) A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment) except in accordance with clause 10.3(d) where the Teacher is replacing a Teacher on parental leave;
 - redundancy;
 - accident makeup pay maximum exceeding the period of the fixed-term agreement for the term of the Fixed Term contract;
 - paid parental leave unless the fixed term is greater than 12 month minimum employment period.

10.4. Casual Teacher

- (a) The Employer may employ a Teacher as a Casual Teacher in accordance with this Agreement.
- (b) A Casual Teacher is entitled to the rate of pay specified in Schedule (1B).
- (c) The Employer will engage a Casual Teacher on an hourly rate or for a full day or a half day. This will be with the exception of Full Time Equivalent teachers that are able to increase their load on a Casual Teacher Basis.
- (d) A Casual Teacher 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
 - paid personal/carer's leave
 - paid compassionate leave
 - accident make-up pay
 - examination leave
 - qualification conferral leave
 - paid parental leave
- (e) A Casual Teacher is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- (f) An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

PART B – EDUCATIONAL SUPPORT SERVICES TEAM (ESST)

10.5. Employees under this Agreement will be employed in one of the following categories:

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

10.6. At the time of engagement, the College will inform each employee whether they are employed on a full-time, part-time, fixed term or casual basis and the employee's classification.

10.7. Full-time employment

A full-time employee is an employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 46 - Hours of Work.

10.8. Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification.
- (c) A part-time employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the employee will work, the number of weeks of the School Year the employee will work and starting and finishing times each day.
- (e) The terms of the agreement in clause 10.8(d) may be varied by agreement between the employer and an employee. Any such variation will be recorded in writing.

10.9. Fixed Term Employee

- (a) The Employer may employ an ESST Employee to work on a replacement basis or for a specified period of time as full time or part time:
 - to replace one or more ESST Employees who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation; or
 - to replace an ESST Employee whose employment has terminated after the commencement of the School Year.
- (b) A Fixed Term employee is not entitled to any of the following benefits under this Agreement:
 - notice of termination (where the date of cessation of employment is stated at the time of appointment);
 - redundancy;
 - accident makeup pay maximum for the term of the Fixed Term contract;
 - paid parental leave unless the fixed term is greater than 12 month minimum employment period.

10.10. Casual employment

- (a) A casual employee is an employee engaged as such.
- (b) A casual employee will be paid an hourly rate of 1/38th of the weekly rate for the employee's classification, plus 25%.
- (c) A casual employee will be engaged and paid for a minimum of two hours for each engagement. Except that a preschool/childcare services employee working in an out of school hours care program may satisfy the two hours minimum by working one hour before school and one hour after school on the same day.
- (d) A casual employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time employees.
- (e) 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
 - paid personal/carer's leave
 - paid compassionate leave
 - accident make-up pay
 - examination leave
 - qualification conferral leave
 - paid parental leave

PART 2: CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT (TEACHING AND EDUCATIONAL SUPPORT SERVICES TEAM)

11. AGREEMENT FLEXIBILITY

The College and an individual employee may agree to vary the application of the matters outlined in clause 11.1(a) this agreement to meet the genuine individual needs of the employer and the individual employee. The agreement must be documented and result in the employee being better off overall than if no flexibility agreement had been agreed to. The agreement can only be entered into by the Principal and will be provided and agreed in writing.

An employee is entitled to be accompanied by a support person of their choice for the purposes of negotiating a flexibility arrangement under this clause.

11.1. Agreement Flexibility

- (a) the Agreement deals with one or more of the following matters:
 - (i) allowances;
 - (ii) leave loading;
 - (iii) payment arrangements;
 - (iv) long service leave; and
 - (v) arrangements about when work is performed.
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

11.3. The Employer must ensure that the individual flexibility arrangement:

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

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

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

12. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

12.1. This clause applies if the Employer:

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

In this clause: **relevant Employees** means the Employees who may be affected by a change referred to in clause 12.1 (a) or (b).

Consultation regarding major workplace change

12.2. For a major change referred to in clause 12.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clause 12.3 to 12.9 apply.

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

12.4. 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.

12.5. 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.

- 12.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 12.8. If a clause 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 clauses 12.2 (a), 12.3 and 12.5 are taken not to apply.
- 12.9. In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Consultation about changes to regular roster or hours of work

- 12.10. For a change referred to in clause 12.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) clauses 12.11 to 12.15 apply.
- 12.11. The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 12.12. 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.
- 12.13. 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. information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (c) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and 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).

- 12.14. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.15. The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 12.16. For the purposes of clauses 12.11 to 12.15, the Employer’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.
- 12.17. However, where a change to the Employer’s educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee, or
 - (b) to the spread of hours over which the Employee’s ordinary hours are required to be worked, or
 - (c) to the days over which the Employee is required to work,
- clauses 12.11 to 12.15 will apply.

13. MINIMUM EMPLOYMENT PERIOD

- 13.1. An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.
- 13.2. If the Employer is to terminate the employment of an Employee during the six month minimum employment period, the Employer does not need to provide the relevant notice of termination in clause 44 or 50 and does not need to comply with any due process or performance management policies or procedures in place from time to time.
- 13.3. If the Employer is to terminate the employment of an Employee within the six month minimum employment period, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

Employee	Period of Notice
Teacher	4 weeks' wholly in a school term
Educational Support Services Team:	2 weeks

- 13.4. If the Employee is to resign within the six month minimum employment period, then the Employee is required to give the same notice required of the Employer in clause 13.3 above.

14. REMUNERATION PACKAGING

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

15. SUPERANNUATION

The Employer will continue to make an employer superannuation contribution, in accordance with the Superannuation Guarantee charge under the superannuation legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to NGS Super.

16. PAYMENT ARRANGEMENTS

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

17. PERSONAL/CARER'S LEAVE

- 17.1. Personal/carer's leave is in accordance with the NES except where ancillary terms are provided in this Agreement.
- 17.2. This clause does not reproduce the NES in full.
- 17.3. Entitlement
 - (i) An Employee is entitled to a paid personal/carer's leave entitlement, which includes both personal and carer's leave.
 - (ii) For a Full Time Teacher or Educational Support Services Team, the personal/carer's leave entitlement equates to 15 days per year of service. A Part Time employee is entitled to paid personal/carer's leave on a pro rata basis based on specified – Hours of Work clause 47.
 - (iii) Paid personal leave is taken by the Employee because of a personal illness or injury.
 - (iv) Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
 - (v) Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid personal/carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken

period of up to two days, or any separate period as agreed by the Employer and the Employee.

- (vi) A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- (vii) The amount of personal/carer's leave a Full Time Employee may take as personal/carer's leave depends upon how long the Employee has worked for the Employer and accrues as follows in the first year of service, six days allocated in the first term, and then on a pro-rata basis thereafter to 15 days per annum.
- (viii) An employee must notify the employer of the employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (ix) An Employee is entitled to personal/carer's leave provided that:
 - (i) the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days
 - (ii) the Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer for any absence continuous with public holiday or any leave adjacent to a non-attendance time to which the Employee is entitled and which would not otherwise require the production of a certificate; and
 - (iii) the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days for paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five in the one year.
 - (iv) An Employee is entitled to carer's leave provided that the Employee produces, if required by the College a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer stating the illness of a member of the immediate family concerned and that the illness is such as to require care by another.

18. DISCRETIONARY LEAVE

18.1. An Employee is entitled to request discretionary leave, which is taken from an Employee's entitlement to personal/carer's leave.

18.2. The quantum of discretionary leave that may be requested is as follows:

- (a) A full-time Employee may request 3 days of discretionary leave per school year.

- (b) A part-time Employee may request 3 days of discretionary leave per school year, provided that the Employee will have accrued the required amount of personal/carer's leave under the NES per year (based on 10 days), when taking their discretionary leave. In the event that an Employee taking three days' discretionary leave will result in the Employee not accruing the required personal/carer's leave entitlement under the NES, the Employee will be entitled to access 20% of their personal/carer's leave entitlement as discretionary leave, to be approved at the discretion of the Principal.
- 18.3. An Employee may request discretionary leave for any of the following reasons:
- (a) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
 - (b) to attend a significant family event (e.g., wedding) for a member of the Employee's Immediate Family or household;
 - (c) when suffering from family violence as defined by cl.38;
 - (d) to engage in a voluntary emergency management service activity;
 - (e) to attend to a matter of urgent pressing necessity or obligation;
 - (f) to appear before a court or tribunal;
 - (g) to observe religious days;
 - (h) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
 - (i) other reasons, as agreed to by the Employer.
- 18.4. An Employee must:
- (a) request discretionary leave in writing and provide the reason for requesting leave;
 - (b) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
 - (c) take discretionary leave as a full day or as a half-day or if you are part time as per your timetabled classes.
- 18.5. Discretionary leave is approved at the complete discretion of the Principal.
- 18.6. The cap applying to the amount of discretionary leave that can be access per year is not cumulative.

19. COMPASSIONATE LEAVE

- 19.1. Compassionate leave is in accordance with the NES except where ancillary terms are provided in this Agreement.
- 19.2. This clause does not reproduce the NES in full.
- 19.3. Entitlement
- (a) An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

- (b) This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- (c) The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

20. INFECTIOUS DISEASES LEAVE

- 20.1. An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the College and the disease is evident in the College:
- (i) German measles
 - (ii) Chickenpox
 - (iii) Measles
 - (iv) Mumps
 - (v) Scarlet fever
 - (vi) Whooping cough
 - (vii) Rheumatic fever
 - (viii) Hepatitis or
 - (ix) Other declared illness by authorities.
- 20.2. The Employee must, at the request of the Employer, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

21. PUBLIC HOLIDAYS

- 21.1. An Employee is entitled to public holidays as specified by the NES and as gazetted by the Victorian Government from time to time.
- 21.2. By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 21.3. The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 21.4. An agreement made in accordance with clauses 21.2 or 21.3 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 Employer.

22. PARENTAL LEAVE

- 22.1. Unpaid Parental Leave
- a) Parental leave is as provided for by the NES except where this Agreement provides ancillary, supplementary or more favourable terms.
 - b) This clause does not reproduce the NES in full.
 - c) If an Employee is in receipt of a position of responsibility that expires whilst the Employee is on parental leave, the Employee will return to their substantive ongoing role and does not have an entitlement to the position of responsibility.

22.2. Paid Parental Leave

- a) Parental leave shall be without pay except that where the qualifying conditions set out below are met, a parental leave payment equivalent to fourteen weeks' wages will be made. The payment is only made to the employee who has given birth to the child for parental leave and primary care giver in the case of adoption leave.
- b) No superannuation is paid in respect of this parental leave payment. The payment is made in respect of the first 14 week period of the leave taken that would otherwise be without pay. This 14 week period will count as service for the purposes of long service leave entitlements and not for other forms of leave. The Employee can elect either payment fortnightly after the confinement or adoption commences or alternatively paid at half pay for 28 weeks.
- c) An Employee who has previously received a parental leave payment and taken parental leave whilst employed at Braemar College must have returned to work at the school for a period of not less than 12 months continuous service to qualify for a further parental leave payment.
- d) Parental leave payments will be paid at the Employee's ordinary rate of pay received immediately prior to commencing parental leave.
- e) The non primary caregiver who has had at least 12 months' continuous service with the Employer will be entitled to 10 days paid parental leave on the birth of the child. This leave may be taken in one or two periods. This leave must be taken within the first 6 months of the birth and should have the approval of the Principal. This paid leave is taken in conjunction with any unpaid parental leave. The Employee must provide documentary evidence to the Employer in advance of the expected date of commencement of non primary caregiver parental leave.

22.3. Right to request part time work

- a) Subject to clause 22.3(b), an Employee entitled to parental leave pursuant to the provisions of the NES may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis by negotiation with the Principal, and subject to the College's operational requirements, to assist the Employee in reconciling work and parental responsibilities.
- b) An application pursuant to clause 22.3(a) must be made as soon as possible, preferably seven (7) weeks wholly within the term prior to the date upon which the Employee is due to return to work from parental leave. This will assist the College in planning resources. The notice period can be varied based on written request and with agreement of the Principal.

22.4. Request to be considered

- a) The Employer shall consider any request made pursuant to clauses 22.3 and any request to take leave beyond the available parental leave period, having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- b) An Employee's request and the Employer's decision made pursuant to this clause must be recorded in writing.

22.5. Returning of College Property

In the event that an employee takes parental leave for longer than a term, all property belonging to the College should be returned prior to the commencement of such leave.

23. LONG SERVICE LEAVE

23.1. Long Service Leave

- a) An Employee is entitled to long service leave in accordance with this clause. This clause should be read in conjunction with the Braemar College Long Service Leave Policy. This policy is not incorporated in to, nor does it form part of, the Agreement.
- b) Applications for long service leave should ordinarily be received 12 months in advance of the intended start of the period of leave for Teachers. For ESST staff the minimum notice period for an application is a school term. Compassionate and other applications for long service leave will be considered on their merits by the employer and require approval by the Principal.
- c) For ESST Employees, in accordance with the *Long Service Leave Act 2018 (Vic)*, an Employee can request to take long service leave for any period of not less than 1 day at a time. If an Employee makes a request to take long service leave, the Employer must grant the leave as soon as practicable unless it has reasonable business grounds for refusing the request.
- d) Ordinarily, long service leave should be taken within 12 months of entitlements falling due following 10 years of employment where operationally possible.
- e) An employee is entitled to long service leave
 - (i) of thirteen weeks upon the completion of fifteen years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980; and
 - (ii) of thirteen weeks upon the completion of ten years of continuous employment for any period of employment commencing after 1 January 1980.
 - (iii) An employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
 - (iv) An employee is entitled to access Long Service Leave on completion of 7 years' continuous service at Braemar College. Long Service Leave accrues on the basis of 1.3 weeks a year.
- f) Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- g) An Employee may request his or her Employer to grant the Employee an amount of long service leave:
 - (i) twice as long as the amount to which the Employee would otherwise be entitled; and

- (ii) at a rate of pay equal to half the Employee's ordinary pay applicable to the long service leave.
- h) An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- i) An Educational Support Services employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service. However, if pursuant to the NES or the Long Service Leave Act 2018 (Vic), an ESST employee has an entitlement to a more generous approach in calculating the rate of pay which will apply whilst on long service leave, that will apply.
- j) A Teacher, whose time fraction has varied during service, is paid a salary in accordance with the following arrangement:

Service prior to 1 February 1997	
<i>Employment Arrangement</i>	<i>Entitlement to Payment</i>
(a) where all service for the period of employment ending 31 January 1997 was part-time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
(b) where full-time employment falls last	<ul style="list-style-type: none"> • leave taken from the full-time credit will be paid at the current full-time salary, and • leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment
(c) where part-time employment falls last	<ul style="list-style-type: none"> • leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and • leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment
(d) where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment
Service from 1 February 1997	
<i>Employment Arrangement</i>	<i>Entitlement to Payment</i>
Time fraction has varied during service	payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

23.2. Illness on Long Service Leave

- a) Subject to the requirements of clause 23.1, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.
- b) The Employee's application under clause 23.1(e):
 - (i) must be received by the Employer during the period of illness or injury;
 - (ii) must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
 - (iii) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

24. LEAVE WITHOUT PAY

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

25. COMPENSATION AND ACCIDENT MAKE-UP PAY

25.1. Entitlement to accident make-up pay

- a) Subject to clause 25.1 (b), where an Employee becomes entitled to compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* (WIRC Act), the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:
 - (i) the amount of compensation payable under the WIRC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and
 - (ii) the amount that would have been payable under the Agreement (including the Employee's entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.
- b) Accident make-up pay will be paid for a maximum of 39 weeks, inclusive of non-attendance weeks, in respect of the same injury.

25.2. Accident make-up pay not payable

Accident make-up pay will not be payable if the Employee is on any form of paid leave.

24.3 Accident make-up pay ceases

An Employee will cease to be entitled to accident make-up pay on the date upon which any of the following occur:

- a) the Employee ceases to have an entitlement to receive weekly payments under the WIRC Act;
- b) the Employee's employment is lawfully terminated by the Employer for any reason;
- c) the Employee resigns; or
- d) the Employee dies.

26. WITHHOLDING OF MONIES

26.1. The notice of termination required to be given by an Employee is the same as that required of the Employer as per clause 44 for Teachers and clause 49 for ESST employees.

26.2. (b) If an Employee does not give the period of notice required under the relevant notice of termination provisions, then the Employer may deduct from wages due to the employee under this Agreement an amount that is no more than 2 weeks' wages for Teachers and no more than 1 week's wages for ESST Employees.

26.3. (c) If the employer has agreed to a shorter period of notice than that required under clauses 44 or 49, then no deduction can be made under clause 26.2 (b).

26.4. (d) Any deduction under clause 26.2 (b) must not be unreasonable in the circumstances.

27. REDUNDANCY

27.1. Definition

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

27.2. Redundancy Disputes

- (a) Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:
 - (i) the reasons for any proposed redundancy;
 - (ii) the number and categories of Employees likely to be affected; and
 - (iii) the period over which any proposed redundancies are intended to be undertaken.

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

27.3. Transfer to lower paid duties

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

27.4. Severance Pay

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

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks' pay*
At least 2 years but less than 3 years	6 weeks' pay*
At least 3 years but less than 4 years	7 weeks' pay*
At least 4 years but less than 5 years	8 weeks' pay*
At least 5 years but less than 6 years	10 weeks' pay*
At least 6 years but less than 7 years	11 weeks' pay*
At least 7 years but less than 8 years	13 weeks' pay*
At least 8 years but less than 9 years	14 weeks' pay*
At least 9 years but less than 10 years	16 weeks' pay*
10 years +	An additional 1.3 weeks per year of service to a maximum of 26 weeks.

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

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

27.5. Leaving during notice

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

27.6. Alternative employment

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

27.7. Time off during notice period

- (a) 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.
- (b) 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.

27.8. Part-time Teachers

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

28. ANNUAL LEAVE LOADING

- 28.1. An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.
- 28.2. Any employee who ceases employment with the Employer is entitled to pro-rata annual leave loading based on a proportion weeks worked over a total number of working weeks.
- 28.3. An Employer 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.
- 28.4. Where the Employer elects to pay leave loading with each salary payment throughout the School Year the College will advise the employee in writing.

29. MEAL ALLOWANCE

- a) The Employer will supply an Employee with a meal or an appropriate allowance should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day with the exception of staff whose hours of work are mutually modified to meet operational needs.
- b) The allowance payable will be in line with the Meal Allowance provided for in cl 19.3 of the *Educational Services (Schools) General Staff Award 2020*.

30. BREAKAGE AND LOSS

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

31. PROTECTIVE CLOTHING

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

32. JURY SERVICE LEAVE

32.1. Jury Service Leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

32.2. An Employee is entitled to be absent from employment to engage in Jury Service. Jury Service Leave is provided for in the NES.

32.3. The definitions, entitlements and notice and evidence requirements applying to eligible community service activities are prescribed by the NES. Evidence is to be provided to the Principal if requested.

32.4. An Employee, including a casual Employee that is required to serve as a juror is entitled to leave at their ordinary rate of pay for an absence due to jury service. The Employee will be paid for all days of jury service at their ordinary rate of pay provided that prior to proceeding on Jury Service Leave the Employee:

- a) signs a permitted deductions form allowing the College to deduct from a subsequent salary payment(s) the amount of jury service pay paid directly to the employee from the Court Authorities.
- b) provides proof of the requirement to attend jury service
- c) provides any estimates of the duration of the absence from duty.

33. EXAMINATION LEAVE

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

34. QUALIFICATION CONFERRAL LEAVE

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

35. OVERNIGHT ALLOWANCE

35.1. When an employee attends a College approved curricular or co-curricular overnight camp or similar activity attended by students, and this camp or activity forms part of the school's co-curricular program, the employer will pay an overnight allowance provided for in Schedule 1B.4 where the employee has had their attendance previously approved by the Principal.

35.2. Clause 35.1 does not apply to extra-curricular camps and programs

36. USE OF PRIVATE VEHICLE

Employees required by the College to use their own motor vehicle in the performance of their duties shall be entitled to claim the following allowance:

A per kilometre rate of 0.78c per kilometre for a motor car with a maximum payment

of up to 400 km's per week. An annual cap of \$400 should not be exceeded.

In such situations written approval from the Principal or Business Manager is required prior to incurring the expense or exceeding the cap. This clause should be read in conjunction with Braemar College Private Vehicle Policy as updated from time to time. This policy is not incorporated into and does not form part of the Agreement.

37. COLLEGE POLICY FOR EXTREME WEATHER DAYS

The College at times can experience extreme weather as a result of snow and heat.

In the event that 'extreme weather days' are declared by the Country Fire Authority or by the Principal or in the event of other severe weather conditions, the College reserves the right to discuss options to use part of Teachers non-attendance time, and the non-attendance time or in-lieu time accrued of ESST staff who would normally not be required at work during non-attendance time.

38. FAMILY VIOLENCE LEAVE

38.1. Definition

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

- a) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- b) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

38.2. Leave entitlement

- a) An Employee subject to family violence is entitled to 10 days per year of paid family violence leave, at the employee's ordinary rate of pay, for the purpose of:
 - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) relocation or making other safety arrangements; or
 - (iii) other activities reasonably associated with the experience of family violence.
- b) Family violence leave may be taken as consecutive or single days, including half days.
- c) Family violence leave is not cumulative from year to year.

38.3. Notice and Evidentiary Requirements

- a) The Employee shall give notice to the Principal as soon as reasonably practicable of the Employee's request to take family violence leave.

- b) The Employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 38.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the Employee may provide a statutory declaration.
- c) The Employer will not place the documentary evidence provided under clause 38.3(b) on the Employee's file, unless expressly permitted by the Employee. Instead, the employer may place a note on the employee's file confirming:
 - (i) the dates that family violence leave was taken; and
 - (ii) that documentary evidence was sighted by the Employer.
- d) Personal information provided by the employee to the Employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons.

39. SALARY GUARANTEE AND REVIEW

39.1. Rates of Pay for 2023

- a) Salaries are specified in schedules 1B and 2C in this Agreement.
- b) An Employee shall be paid in accordance with the appropriate classification level specified in schedules 1A, 2A and 2B of this Agreement, including any subsequent increases agreed upon in accordance with this Agreement.
- c) All Employees pay rates specified in schedules 1B and 2C will be increased by a minimum annual increase of 1.0% from the first full pay period commencing on or after 20 February 2023.
- d) The parties will meet in Term 3 of 2022 to discuss and determine if the School will increase the Employees pay rates by more than the requisite minimum of 1.0% specified in cl 39.1(c). Parties to the discussion may include the Principal, Human Resources Manager, an Officer of the Independent Education Union, an additional employee representative and Independent Schools Victoria representative.
- e) Consultation commenced in a particular year, in accordance with this clause, will be finalised by no later than the end of the school year 2022.
- f) Any decision made by the School will need to take into account a broad number of factors including enrolment levels, financial capacity of the School and broader economic factors affecting fee paying parents. If a salary increase, beyond the minimum 1.0% increase as specified in cl 39.1(c), is agreed upon, the salary increase will be paid from the first full pay period commencing on or after 20 February 2023. For the avoidance of doubt, an increase agreed upon in accordance with this clause is considered a term of this Agreement.
- g) The salary schedules will be published via the School Intranet, or an equivalent means.

40. OFFERS AND REQUESTS FOR CASUAL CONVERSION

- 40.1. Offers and requests for casual conversion will be made in accordance with the NES.
- 40.2. This provision applies in relation to an employee who is a casual employee. A reference to full-time employment or part-time employment is taken not to include employment for a specified period of time, for a specified task or for the duration of a specified season.
- 40.3. In order to be eligible for casual conversion, the casual employee will:
- a) have been employed by the College for a period of 12 months beginning the day the employment started; and
 - b) during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may be).
 - c) An offer for the employee to convert:
 - i. for an employee that has worked the equivalent of full-time hours during the period referred to in 40.3(b)—to full-time employment; or
 - ii. for an employee that has worked less than the equivalent of full-time hours during the period referred to in 40.3(b)—to part-time employment that is consistent with the regular pattern of hours worked during that period; and
 - iii. be given to the employee within the period of 21 days after the end of the 12- month period referred to in 40.3(a).
- 40.4. All offers of conversion will be in writing and the employee must give the College a written response to the offer within 21 days after the offer is given to the employee, stating whether the employee accepts or declines the offer.
- 40.5. If the employee accepts the offer, the College will, within 21 days after the day the acceptance is given to the College, give written notice to the employee of the following:
- a) whether the employee is converting to full-time employment or part-time employment;
 - b) the employee's hours of work after the conversion takes effect;
 - c) the day the employee's conversion to full-time employment or part-time employment takes effect.

PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS

41. CLASSIFICATIONS AND SALARY

- 41.1. Schedule 1A sets out the classification structure and progression arrangements.
- 41.2. Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 41.3. Schedule 1C sets out the position of responsibility structure.
- 41.4. The salary specified in Schedule 1B is in compensation for all hours worked under this Agreement.

42. WORKLOAD

- 42.1. The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 42.2. Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 42.3. In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties. It is recognised that the allocation of teacher work is managed by the Principal and/or his/her delegate, in accordance with school policy. As far as the school's operational procedures will allow, decisions relating to teacher workload will be made in line with the College's agreed Workload Policy. This policy does not form part of and is not incorporated in to the Agreement.
- 42.4. The School will endeavour to accommodate the needs of part time staff to as few days as possible, taking into account the primary concern of ensuring the learning preference, subject requirements and curriculum of students is met in addition to the physical and resourcing limitations.
- 42.5. This will be in accordance with the school's agreed Workload Policy.

43. NON ATTENDANCE TIME

- 43.1. A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 43.2. Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 43.3. Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non Attendance Time will be reduced in accordance with the formula provided for in cl.42.4.
- 43.4. If a Teacher is employed for part only of a School Year, or if a Teacher's fraction varies during the School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

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

- P is the payment due
- s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of Term weeks, or part thereof in the School year.
- c is the number of non-attendance weeks (or part thereof) in the School year that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.
- d is the salary paid in respect of non-attendance weeks (or part thereof) that have occurred since the school service date or date of employment in circumstances where the employee has been employed by the employer since the school date

For the purposes of this clause:

- a) School service date: means the date from which Teachers were paid at the commencement of the School year in their first year of service with the College;
- b) Teacher: means a Teacher other than a casual Teacher;
- c) Any period of paid birth related or adoption related leave is not included in the calculation

43.5. The formula in cl 42.4 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the College.

44. ANNUAL LEAVE

44.1. Annual Leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.

44.2. This clause does not reproduce the NES in full.

44.3. A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis. A Teacher who is employed for part of a School Year will be paid pro rata.

44.4. A Teacher must take an amount of annual leave in accordance with Clauses 42 and 43.3 of this Agreement. Annual leave is deemed to be taken during the first four weeks immediately after the last day of term 4, excluding public holidays, unless another period during Non Attendance Time is agreed between the Employer and the Teacher.

44.5. A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the annual leave and defer taking the equivalent period of annual leave to another time.

44.6. A Teacher will take all accrued annual leave during the non-attendance time.

45. NOTICE OF TERMINATION

- 45.1. Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to clause 13, or a Teacher wishes to resign during a minimum employment period, the period of notice is specified by clause 13.
- 45.2. Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full terms' notice in writing or full payment in lieu.
- 45.3. Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 45.4. Where the Employer wishes to terminate the employment of a Fixed Term Teacher who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice where the Teacher on parental leave wishes to return to work early, and the Employer agrees. Where the returning Teacher provides more than 4 weeks' notice, the Fixed Term employee will receive greater period of notice as appropriate, and taking into consideration operation requirements of the College.
- 45.5. Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 45.6. Subject to clause 13, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 45.7. The notice period in this clause and in clause 13 do not apply where the Teacher is guilty of serious misconduct.

PART 4: CONDITIONS OF EMPLOYMENT FOR EDUCATIONAL SUPPORT SERVICES TEAM

46. CLASSIFICATIONS AND SALARIES

- 46.1. Schedule 2B sets out the classification structure for an Educational Support Services Team Employee.
- 46.2. Schedule 2C sets out the salary for an Educational Support Services Team Employee.
- 46.3. An Employer may direct that an Educational Support Services Team employee to perform temporarily duties applicable to a classification other than that of such Employee.
- 46.4. Where an Employee performs such duties for more than one week and those duties constitute the whole or substantially the whole or substantially the whole type of duties which would attract the higher classification, that Employee, will be paid the rate applicable to the higher classification for the whole period during which the said duties are performed.

47. HOURS OF WORK

- 47.1. The ordinary hours of work for a Full Time Educational Support Services Team Employee will be 38 hours per week.
- 47.2. The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 47.3. The Employer may require an Educational Support Services Team Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2C.
- 47.4. Unless otherwise agreed pursuant to clause 11, an Educational Support Services Team Employee's ordinary hours of work will be between 8.00 a.m. and 6.00 p.m. from Monday to Friday.
- 47.5. The Employer and an Educational Support Services Team Employee may agree upon the arrangement for the Educational Support Services Team Employee's ordinary hours of work, including but not limited to:
 - a) daily starting and finishing times;
 - b) the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
 - c) attendance at School meetings; and
 - d) flexible work arrangements.
- 47.6. An Employee is entitled to a rest break to the equivalent of 10 minutes for each three hours worked, which will be counted as time worked.
- 47.7. The Employer and an Educational Support Services Team Employee may agree to vary the hours of work arrangements at any time.

48. ANNUAL LEAVE

- 48.1. Annual leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.
- 48.2. This clause does not reproduce the NES in full.
- 48.3. An Educational Support Services Team Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 48.4. An Educational Support Services Team Employee must generally take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Educational Support Services Team Employee works. The shutdown period for each year will be announced no later than the end of February preceding each shutdown period. These shutdown periods will ordinarily be one week between Term 2 and 3 and at least one week at the end of the School Year during the Christmas break.
- 48.5. Where an Educational Support Services Team Employee has not accrued sufficient annual leave to be taken during the shutdown period, the Educational Support Services Team Employee will be entitled to leave which will be unpaid. Such leave will not break service and will count as service for all purposes of this Agreement.

49. ADDITIONAL LEAVE

- 49.1. The Employer may engage and require an Educational Support Services Team Employee to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).
- 49.2. For the purpose of this subclause, additional leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require an Educational Support Services Team Employee to work.
- 49.3. An Educational Support Services Team Employee is entitled to public holidays falling during additional leave.
- 49.4. As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal/carer's leave and long service leave entitlements accrue during a period of additional leave.
- 49.5. The annual salary of an Educational Support Services Team Employee, in receipt of additional leave, is calculated using the following formula:

$$\text{Annual Salary} = (52 - A + B) \times C \times D$$

where:

A = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the Educational Support Services Team Employee.

B = number of weeks of public holidays falling during periods of additional leave and annual leave.

C = full-time weekly salary (refer to Schedule 2C)

D = the proportion of full-time hours the Educational Support Services Team Employee will be working, if employed on a part-time basis. (provided that the adult weekly salary, where adjusted for additional leave, will not be less than the Federal Minimum Wage).

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and an Educational Support Services Team Employee may change the additional leave arrangements by mutual agreement

- 49.6. As additional leave is not paid leave, the remuneration of an Educational Support Services Team Employee entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 16 (Payment Arrangements).

50. NOTICE OF TERMINATION

- 50.1. In order to terminate the employment of an Educational Support Services Team Employee, the employer must give to the Educational Support Services Team Employee, the period of notice specified below.

<u>Period of continuous service</u>	<u>Period of notice</u>
Service of not more than 3 years	2 weeks
More than 3 years and up to the completion of 5 years	3 weeks
More than 5 years of completed service	4 weeks

- 50.2. In addition to the notice prescribed in 50.1, an Educational Support Services Team Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.
- 50.3. The Employer may elect to provide payment in lieu of the prescribed notice in 50.1 and 50.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Educational Support Services Team Employee would have been entitled to, had employment continued until the end of the required period of notice.
- 50.4. The notice of termination required to be given by an Educational Support Services Team Employee is the same as that required of the Employer, save and except that there is no requirement upon the Educational Support Services Team Employee to give additional notice based upon the age of the Educational Support Services Team Employee concerned.
- 50.5. The Employer and an Educational Support Services Team Employee may agree in writing to vary the period of notice required under 50.1 and 50.2, provided that the agreed period of notice will not be less than that required by this Agreement.
- 50.6. The notice period in this clause and in clause 13 do not apply where the Educational Support Services Team employee is guilty of serious misconduct.

SCHEDULE 1A: CLASSIFICATION STRUCTURE (TEACHERS)

1A.1 Teachers with Full Provisional Registration with the Victorian Institute of Teaching

1A.1.1 A Teacher, who has a 3- or 4-year approved training course beyond secondary school including teacher training, will commence at Level 1. Subject to 1A.1.2, the Teacher will progress to Level 11 in annual increments on the commencement of the School Year, or in the case of non-continuous service, after the completion of the equivalent of a School Year. A Teacher must have a minimum of four (4) months service in a School Year to increment.

1A.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

1A.1.3 The expectations of a teacher of the College are located in policy, position descriptions and guidelines. For the sake of clarity, the relevant policies, position descriptions and guidelines are not incorporated into and do not form part of the Agreement.

1A.2 Permission to Teach Teachers with the Victorian Institute of Teaching

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1A.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

SCHEDULE 1B: SALARIES (TEACHERS)

1B.1 Annual Salary

The annual salary for a Full Time Teacher will be not less than that prescribed by the following table: Braemar College Scale	Full Pay Period on approval of Agreement or First Full pay in December 2021	18 July 2022	20 February 2023
11	111,954	114,194	115,336
10	103,436	105,505	106,561
9	99,755	101,751	102,769
8	96,201	98,126	99,108
7	92,860	94,718	95,666
6	89,837	91,634	92,551
5	87,349	89,096	89,987
4	84,926	86,625	87,492
3	82,572	84,224	85,067
2	78,061	79,623	80,420
1	75,899	77,417	78,192

1B.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.

1B.3 Annual Leave Loading

The annual salary in clause 1B.1 does not include annual leave loading on four weeks' annual leave.

1B.4 Overnight Allowances

Subject to clause 35 the overnight allowance is as follows:

2021 Rate per night	2022 Rate per night	2023 Rate per night
\$67.00	\$68.00	\$70.00

1B.5 Casual Rate of Pay

A casual Teacher will be paid the following rates:

	24 January 2022	18 July 2022	20 February 2023
Full day	\$391.75	\$399.58	\$403.57
Half day	\$195.88	\$199.79	\$201.79

	24 January 2022	18 July 2022	20 February 2023
Hourly rate	\$60.54	\$61.75	\$62.36

SCHEDULE 1C: POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

1C.1 Eligibility

1C.1.1 A rate of pay will be paid to a Teacher where the College requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the College.

1C.1.2 The rate of pay is linked to a Position of Responsibility rather than tied to an individual Teacher.

1C.1.3 The Principal determines who holds a position that is eligible for a Position of Responsibility allowance and associated allowance payment.

1C.2 Notification

1C.2.1 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with clause 1C.3.

1C.2.3 Structure of responsibility rates of pay is at the discretion of the Principal.

1C.3 Level of Responsibility

1C.3.1 The level of additional responsibility can be categorised as either administrative, student wellbeing, pastoral care, educational leadership or a combination of these.

	Staff (Number of teachers teaching in the responsibility area per school year)	Students (Number of students enrolled with the responsibility area per school year)
A	11 or greater	1300+
B	3-10	800-1299
C	Less than 3	Less than 800
D	Administrative	Administrative

Level A: Positions of Responsibility with staffing responsibilities greater than 11; students in a year greater than 1300

Level B: Positions of Responsibility with staffing responsibilities 3 to 10; students in a year between 800 - 1299

Level C: Position of Responsibility with staffing responsibilities less than 3; students in a year less than 800

Level D: Position of Responsibility not linked to number of staff and students and is more administrative in nature.

1C.4 Amount

1C.4.1 A Teacher in receipt of a Position of Responsibility will be paid the following allowance:

Braemar College Scale	Full Pay Period on approval of Agreement or First Full pay in December 2021	18 July 2022	20 February 2023
POR - A	10,077	10,278	10,382
POR - B	6,718	6,853	6,921
POR - C	3,359	3,427	3,461
POR - D	1,679	1,712	1,730

SCHEDULE 1D: LEAD TEACHERS POSITION

1D.1 Lead teachers are expert teachers and reflective practitioners who lead and support colleagues towards better outcomes for learners. They have demonstrated consistent and innovative teaching practice overtime. Inside and outside the school they initiate and lead activities that focus on improving educational opportunities for all students.

1D.2 There is no obligation by the School to offer Lead Teacher positions and this will occur solely at the discretion of the School using a criteria determined by the School.

1D.3 Lead Teacher positions will be for a fixed term period.

1D.4 Responsibilities of the Lead Teacher will be outlined in a position description.

Braemar College Scale	Full Pay Period on approval of Agreement or First Full pay in December 2021	18 July 2022	20 February 2023
Lead Teacher Position (LTP)	\$5,039	\$5,140	\$5,191

SCHEDULE 2A: CLASSIFICATION OF EDUCATIONAL SUPPORT SERVICES TEAM

2A.1 Classifications of Educational Support Services Team

2A.1.1 Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction: direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

2A.1.2 Qualifications

Within the Australian Qualifications Framework:

- (a) Year 12
Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
- (b) Trade certificate
Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.
- (c) Post-trade certificate
A course of study over and above a trade certificate and less than a Certificate IV.
- (d) Certificates I and II
Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
- (e) Certificate III
A course that provides a range of well-developed skills and is comparable to a trade certificate.
- (f) Certificate IV
A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
- (g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) Advanced Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

(k) A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

2A.1.3 Classification dimensions

(a) Competency

The skill, complexity and responsibility of tasks typically required at each classification level.

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) Training level or qualifications

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

2A.2 Classifications

2A.2.1 Level 1

An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilised by the employer, classification to a higher level within the structure may be possible.

(a) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

(b) Judgment, independence and problem solving

The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

(c) Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

(d) Training level or qualifications

An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

(e) Typical activities

(i) Classroom support services grade 1

- Providing general assistance of a supportive nature to teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general employee or a teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting teachers with the care of students on school excursions, sports days and other classroom activities
- Occupational equivalent: teacher aide/assistant, integration aide/assistant

(ii) School administration services grade 1

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.

- Performing a reception function, including providing information and making referrals in accordance with school procedures
 - Carrying out minor cash transactions including receipting, balancing and banking
 - Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
 - Occupational equivalent: clerical assistant, data entry operator, front desk/reception assistant
- (iii) School operational services grade 1
- Performing general labouring tasks
 - Performing general gardening tasks, including preparing grounds and undertaking planting
 - Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
 - Performing basic gardening and outdoor maintenance
 - Performing basic maintenance
 - Performing a range of industrial cleaning tasks
 - Moving furniture and equipment
 - Assisting in a school retail facility, such as a canteen, uniform shop or book shop
 - Assisting trades personnel with manual duties
 - Taking general care of school vehicles, including driving buses for less than 25 passengers
 - Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
 - Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
 - Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
 - Performing routine maintenance of turf, synthetic, artificial and other play surfaces
 - Performing non-trade tasks incidental to the employee's work
 - Performing general laundry duties
 - Performing general house assistant duties in a boarding houses, such as cleaning
 - Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
 - Cleaning, dusting and polishing in classrooms or other public areas of the school

- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- Occupational equivalent: cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

2A.2.2 Level 2

An employee at this level performs work above and beyond the skills of an employee at Level 1.

(a) Competency

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

(b) Judgment, independence and problem solving

- Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(c) Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.

(d) Training level or qualifications

Level 2 duties typically require:

- a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- completion of Year 12 without work experience;
- completion of Certificates I or II with work related experience; or
- an equivalent combination of experience and training. An instructional services employee (sport) will have no or minimal coaching experience but will possess appropriate sporting discipline specific experience.

(e) Typical activities

- Classroom support services grade 2
 - Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
 - Occupational equivalent: teacher aide/assistant, integration aide/assistant
- Curriculum/resources services grade 1
 - Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display

materials, using circulation systems, general photocopying and related clerical tasks

- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- Occupational equivalent: library assistant, laboratory assistant, technology centre assistant

(iii) Wellbeing services grade 1

- Providing first aid services, as the designated first aid officer in the school
- Occupational equivalent: first aid officer

- (iv) School administration services grade 2
 - Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
 - Occupational equivalent: clerical assistant
- (v) School operational services grade 2
 - Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
 - Undertaking general gardening tasks including the preparation and planting procedures
 - Laundry duties requiring the application of limited discretion
 - Operating, maintaining and adjusting turf machinery under general supervision
 - Applying fertilizers, fungicides, herbicides and insecticides under general supervision
 - Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
 - Driving a bus with a carrying capacity of 25 or more passengers
 - Occupational equivalent: non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver
- (vi) Instructional services grade 1
 - Providing assistance to sporting teams/squads under the supervision of a teacher or an instructional services employee (Level 3 or above)
 - Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events
 - Occupational equivalent: Sports assistant

2A.2.3 Level 3

An employee at this level performs work above and beyond the skills of an employee at Level 2.

(a) Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

(d) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in Schedule 2A.2.2(d)(i) to (iii) and/or appropriate sporting discipline specific experience.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

e) Typical activities

(i) Classroom support services grade 3

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- Occupational equivalent: student services co-ordinator

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips

- Teaching audio-visual, computer and other technical skills to students and teachers
 - Searching and verifying bibliographical data where some judgment and discretion are involved
 - Producing, displaying and/or publicising materials
 - Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
 - Assisting with supervision of students in the library where some discretion and judgment are involved
 - Providing technical assistance and advice, as requested
 - Assisting with the planning and organisation of a laboratory or technology centre and field work
 - Testing of experiments and demonstrating experiments (with teachers)
 - Occupational equivalent: library technician, laboratory technician, technology centre technician
- (iii) School administration services grade 3
- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
 - Managing enquiries from students, parents, employees and the general public
 - Entering financial data into computers and preparing financial and management reports for review and authorisation
 - Preparing and processing payroll within routines, methods and procedures
 - Undertaking bank and ledger reconciliations
 - Assisting with preparation of internal and external publications
 - Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
 - Preparing government and statutory authority returns for authorisation
 - Occupational equivalent: administration assistant, office supervisor, accounts clerk, school secretary (small school)
- (iv) School operational services grade 3
- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
 - Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds

- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of employees and volunteers
 - Cooking duties including a la carte cooking, baking, pastry cooking or butchery
 - Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
 - Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
 - In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
 - Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
 - Responsibility for the security and basic maintenance of school property
 - Occupational equivalent: tradesperson, retail function co-ordinator, security officer, caretaker
- (v) Instructional services grade 2
- Providing assistance to individuals and/or sporting teams/squads under the supervision of a teacher or an instructional services employee (Level 3 or above)
 - Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events
 - Occupational equivalent: Sports assistant, assistant sports coach

2A.2.4 Level 4

An employee at this level performs work above and beyond the skills of an employee at Level 3.

(a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations,

procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Level of supervision

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

(d) Training level or qualifications

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clause 2A.2.4(d)(i) to (iv) and/or appropriate sporting discipline specific experience.

(e) Typical activities

(i) Curriculum/resources services grade 3

- Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with teachers on curriculum matters
- Assisting careers advisor/counsellor
- Occupational equivalent: senior technician in a library, laboratory or technology centre, careers placement officer

(ii) Wellbeing services grade 2

- Providing support and guidance to students
- Providing welfare services to students
- Occupational equivalent: youth welfare officer

- (iii) School administration services grade 4
- Responsibility for the smooth and efficient financial administration of a small school
 - Responsibility for both secretarial and financial administration of a school office in a small school
 - Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
 - Planning and setting up spreadsheets and database applications
 - Initiating and handling correspondence, which may include confidential correspondence
 - Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
 - Applying inventory and purchasing control procedures
 - Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
 - Controlling the purchasing and storage for a discrete function
 - Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
 - Preparing complex financial and administrative systems
 - Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
 - Occupational equivalent: senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), principal's secretary, school development officer
- (iv) School operational services grade 4
- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
 - Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
 - Deputising for the manager if absent, including undertaking all duties
 - In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
 - Occupational equivalent: advanced tradesperson, head grounds person (medium or large school)
- (v) Instructional services grade 3
- Coaching, including developing sports training sessions and programs, for individuals and/or teams/squads in various sporting disciplines
 - Supervising instructional services employees (Levels 1 and/or 2)
 - Occupational equivalent: senior assistant sports coach, sports coach

- Instructing individual students as part of an extra-curricula instrumental music program
- Providing assistance in the training and coaching of individuals and teams in various sporting disciplines
- Occupational equivalent: instrumental music tutor, sports coach

2A.2.5 Level 5

An employee at this level performs work above and beyond the skills of an employee at Level 4.

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) Judgment, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

(d) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience;
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- completion of a diploma qualification and at least two years' subsequent relevant work experience;
- completion of a Certificate IV and extensive relevant work experience;
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses 2A.2.5(d)(i) to (iv) and/or appropriate sporting discipline specific experience.

e) Typical activities

- Curriculum/resources services grade 4

- Providing specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level
 - Occupational equivalent: professional assistant
- (ii) School administration services grade 5
- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
 - Providing designated support to senior management and associated committees concerning designated aspects of school management
 - Overseeing the operations of the school's office and other administrative activities
 - Ensuring deadlines and targets are met
 - Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
 - Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
 - Occupational equivalent: human resources officer, office supervisor (large school), school development officer
- (iii) School operational services grade 5
- Managing a range of functions
 - Occupational equivalent: assistant property manager (large school), property manager (medium school)
- (iv) Instructional services grade 4
- Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs
 - Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program
 - Coaching and trains sporting teams for external competition
 - Occupational equivalent: music tutor, sports coach, trainer senior sports coach

2A.2.6 Level 6

An employee at this level performs work above and beyond the skills of an employee at Level 5.

- (a) Competency
- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.

- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
 - (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
 - (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
 - (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
- (b) Judgment, independence and problem solving
- Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.
- (c) Level of supervision
- In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.
- (d) Training level or qualifications
- Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
- (i) a degree with subsequent relevant experience;
 - (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
 - (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clauses 2A. 2.6(d)(i) to (ii) and/or appropriate sporting discipline specific experience.
- (e) Typical activities
- (i) Wellbeing services grade 3
 - Performing guidance and counselling, within defined accountabilities
 - Providing specialist health services and/or therapy services to students
 - Occupational equivalent: psychologist, speech therapist, occupational therapist

(ii) Nursing services grade 1

- Providing primary nursing care with its associated administrative responsibilities
- Occupational equivalent: school nurse

(iii) School administration services grade 6

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and employees on the employee's area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility
- Occupational equivalent: public relations manager/director, school development manager

(iv) School operational services grade 6

- Managing a range of functions
- Occupational equivalent: property manager

(v) Instructional services grade 5

- Managing and delivering the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines
- Supervising employees, including instructional services employees (Levels 1, 2, 3 and/or 4) or coaching (individuals, squads and/or teams) and managing sporting facilities
- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Supervising other coaching staff and managing sporting facilities
- Occupational equivalent: choir master, conductor, head coach

2A.2.7 Level 7

An employee at this level performs work above and beyond the skills of an employee at Level 6.

(a) Competency

- (i) Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(c) Level of supervision

Broad direction. May manage other employees including general employees.

(d) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Wellbeing services grade 4

- Managing counselling services with more than one psychologist under supervision
- Occupational equivalent: head of school counselling (small or medium school), senior therapist

(ii) Nursing services grade 2

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- Occupational equivalent: school nurse

(iii) School administration services grade 7

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- Occupational equivalent: information technology manager (medium school)

2A.2.8 Level 8

An employee at this level performs work above and beyond the skills of an employee at Level 7.

- (a) **Competency**
Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
- (b) **Judgment, independence and problem solving**
Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
- (c) **Level of supervision**
Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.
- (d) **Training level or qualifications**
Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
 - (ii) extensive experience and management expertise; or
 - (iii) an equivalent combination of relevant experience and/or education/training.
- (e) **Typical activities**
 - (i) **Wellbeing services grade 5**
 - Manages a counselling or multi-disciplinary service in a large school
 - Occupational equivalent: manager of counselling services
 - (ii) **Nursing services grade 3**
 - Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service
 - Occupational equivalent: nurse in charge
 - (iii) **School administration services grade 8**
 - Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
 - Undertaking the role of an assistant bursar/business manager in a large school

- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- Occupational equivalent: information technology manager (large school), assistant bursar/business manager (large school)

SCHEDULE 2B: CLASSIFICATION STRUCTURE (EDUCATIONAL SUPPORT SERVICES TEAM)

2BA.1 Classifying positions

- 2BA.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Educational Support Services Team Employee, as determined by the Employer.
- 2BA.1.2 Upon commencement of employment, the Employer will advise the Educational Support Services Team Employee in writing of the classification level of the Educational Support Services Team Employee's position of employment and of any change to the Educational Support Services Team Employee's classification level.
- 2BA 1.3 Progression through the Level that a position is classified will be reviewed at the commencement of each academic year. Those eligible will have been in the position for at least 6 months' full time equivalent to be eligible to be considered for progression. With the exception that any employee subject to due process of this agreement may not have incremented granted automatically and will be at the discretion of the Principal.
- 2BA 1.4 An Educational Support Services Team Employee employed for 50 per cent or less of a full load will be required to complete 24 months' service before progressing to the next level.

SCHEDULE 2C: SALARIES (EDUCATIONAL SUPPORT SERVICES TEAM EMPLOYEES)

2C.1 Annual Salary

- 2C.1.1 A Full Time ESST Employee is entitled to be paid not less than the annual salary relevant to the ESST Employee's classification as outlined in 2C.1.5, 2C.1.6. and 2C.1.7.
- 2C.1.2 Progression within the position Level will be reviewed effective from the first pay period of a School Year. Where a full year has been undertaken in the position the progression will be automatic within the current level.
- 2C.1.3 If an ESST Employee reaches the top step of a Level and becomes eligible (based on their position) to progress to the next pay Level up, the Employee shall be entitled to be advanced directly to the step of that next pay Level which ensures that a higher pay rate is received. 9
- 2C.1.4 Progression to the next pay Level up is not automatic and depends on the Employee's position.,

2C.1.5 EDUCATIONAL SUPPORT SERVICES TEAM

(38hrs/week and 4weeks leave)

	Braemar College Scale	Full Pay Period on approval of Agreement or First Full pay in December 2021	18 July 2022	20 February 2023
Level 8	8.3	97,876	99,834	100,832
	8.2	88,580	90,351	91,255
	8.1	79,268	80,853	81,662
Level 7	7.3	82,768	84,423	85,267
	7.2	77,682	79,235	80,028
	7.1	72,595	74,047	74,787
Level 6	6.3	76,191	77,715	78,492
	6.2	75,311	76,817	77,585
	6.1	70,382	71,790	72,508
Level 5	5.3	76,337	77,864	78,643
	5.2	72,249	73,694	74,431
	5.1	68,170	69,533	70,228
Level 4	4.3	70,705	72,119	72,841
	4.2	68,404	69,772	70,469
	4.1	66,088	67,409	68,084
Level 3	3.3	62,889	64,147	64,789
	3.2	61,966	63,205	63,837
	3.1	61,056	62,277	62,900
Level 2	2.3	61,359	62,586	63,212
	2.2	60,464	61,673	62,290
	2.1	59,582	60,773	61,381
Level 1	1.3	57,900	59,058	59,648
	1.2	57,299	58,445	59,030
	1.1	56,734	57,869	58,447

2C.1.6 EDUCATIONAL SUPPORT SERVICES TEAM

(38hrs/week and 4weeks leave with 2 weeks additional leave)

	Braemar College Scale	Full Pay Period on approval of Agreement or First Full pay in December 2021	18 July 2022	20 February 2023
Level 8	8.3	93,882	95,760	96,718
	8.2	84,965	86,665	87,532
	8.1	76,033	77,554	78,330
Level 7	7.3	79,390	80,978	81,789
	7.2	74,512	76,003	76,764
	7.1	69,632	71,025	71,736
Level 6	6.3	76,958	78,498	79,283
	6.2	72,238	73,683	74,421
	6.1	67,510	68,861	69,550
Level 5	5.3	73,223	74,688	75,435
	5.2	69,301	70,688	71,396
	5.1	65,388	66,697	67,363
Level 4	4.3	67,820	69,177	69,869
	4.2	65,612	66,925	67,595
	4.1	63,391	64,659	65,306
Level 3	3.3	60,324	61,530	62,146
	3.2	59,438	60,627	61,234
	3.1	58,565	59,737	60,335
Level 2	2.3	58,855	60,033	60,634
	2.2	57,997	59,157	59,750
	2.1	57,150	58,294	58,877
Level 1	1.3	55,537	56,649	57,216
	1.2	54,961	56,061	56,622
	1.1	54,419	55,508	56,063

2C.1.7 EDUCATIONAL SUPPORT SERVICES TEAM*(38hrs/week and 4weeks leave with all non-attendance leave)*

	Braemar College Scale	Full Pay Period on approval of Agreement or First Full pay in December 2021	18 July 2022	20 February 2023
Level 8	8.3	83,411	85,080	85,931
	8.2	75,488	76,999	77,769
	8.1	67,553	68,905	69,595
Level 7	7.3	70,535	71,946	72,666
	7.2	66,201	67,526	68,202
	7.1	61,866	63,104	63,736
Level 6	6.3	68,374	69,742	70,440
	6.2	64,181	65,465	66,120
	6.1	59,980	61,180	61,793
Level 5	5.3	65,056	66,358	67,022
	5.2	61,572	62,804	63,432
	5.1	58,095	59,257	59,850
Level 4	4.3	60,255	61,461	62,076
	4.2	58,294	59,460	60,055
	4.1	56,320	57,447	58,022
Level 3	3.3	53,595	54,667	55,214
	3.2	52,808	53,865	54,404
	3.1	52,033	53,074	53,605
Level 2	2.3	52,291	53,337	53,871
	2.2	51,528	52,559	53,085
	2.1	50,776	51,792	52,310
Level 1	1.3	49,343	50,330	50,834
	1.2	48,831	49,808	50,307
	1.1	48,349	49,316	49,810

2C.2 Weekly Salary

The weekly salary is calculated by dividing the annual rate of pay by 52.

2C.3 Part Time Salary

A Part Time Educational Support Services Team Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of appropriate to the Educational Support Services Team Employee's classification and leave arrangement.

2C.4 Casual Rate of Pay

A Casual Educational Support Services Team Employee is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the level of work performed in Schedule 2C.1.5 plus 25 per cent.

2C.5 Instrumental Music Tutors

2C.5.1 Instrumental Music Tutors can be engaged in a number of ways and are not considered Music Teachers.

2C.5.2 Instrumental Music Tutors form part of the Educational Support Services Team.

2C.5.3 Instrumental Music Tutors are classified in accordance with the classification structure set out in Schedule 2A, but are paid in accordance with the rates of pay set out below.

2C.5.3 Instrumental Music Tutors are required to undertake all tasks under the direction and supervision of the Director of Music including, but not limited to:

- Individual or small group instrumental tuition
- Ensemble or conducting work
- Face to face classroom instruction of instrumental groups under the direction of Director of Music

2C.5.4 Music Tutor Attendance:

- Instrumental Music Tutors are expected to attend College events as requested including music events
- If a Casual Instrumental Music Tutors attendance is required at the College first day of School Year day and the end-of-year staff meeting the employee will be paid accordingly. In addition attendance at whole of staff meetings and professional learning sessions is optional and unpaid however staff are encouraged to attend.
- Instrumental tutors that are requested to participate in additional planning meetings or administration related to instrumental music will be remunerated at the equivalent of Level 5.3, refer cl 2C.1.6 of the ESST rate. This is intended to usually be before, during or after a usual day of tutoring.

	Full Pay Period on approval of Agreement or First Full pay in December 2021	18 July 2022	20 February 2023
Level 5.3: Administration	\$37.15	\$37.89	\$38.27
Instrumental Music Tutor (per hour individual/shared lesson)	\$73.78	\$75.26	\$76.01
Ensemble, Choir and Band (per hour for ensemble direction)	\$87.25	\$88.99	\$89.88

This rate includes a 25% loading for casual employees.

	Full Pay Period on approval of Agreement or First Full pay in December 2021	18 July 2022	20 February 2023
College call out for events and performances	\$173.96	\$177.44	\$178.78
College adjudication	\$126.63	\$129.16	\$130.45

2C.5.5 Teaching staff involved in instrumental tuition and employed as teachers will have the fraction of Full Time Equivalent work calculated according to the College policy and the employees time fraction adjusted to include the instrumental music tutoring load.

2C.6 Junior Salary

A Full Time junior Educational Support Services Team Employee classified at Level 1 or Level 2 pursuant to Schedule 2B, is entitled to be paid not less than the following percentage of the full time salary relevant to the Educational Support Services Team Employee's classification.

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

2C.7 Additional Hours

2C.7.1 Where the Employer requires an Educational Support Services Team Employee to work more than 152 hours over a four-week period, the Employer will pay the Educational Support Services Team Employee for the additional hours worked at the ordinary time rate of pay with the next salary payment.

2C.7.2 As an alternative to clause 2C.7.1, the Employer and an Educational Support Services Team Employee may agree to a further averaging arrangement. Such arrangement must be:

- by mutual agreement,
- agreed within four weeks of the time being worked, and
- recorded in writing by the Employer, with a copy provided to the Educational Support Services Team Employee.

2C.7.3 Where the agreed arrangement in clause 2C.7.2 is not implemented in accordance with the written agreement, the Employer will pay the Educational Support Services Team Employee for the additional hours worked at the ordinary time rate of pay with the next salary payment.

2C.7.4 Where the Employer requests an Educational Support Services Team Employee to work more than five hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within in any consecutive five-day period, the Educational Support Services Team Employee may refuse to work all hours in excess of five hours.



IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/8964 - Application for approval of the Braemar College Enterprise Agreement 2021-2023

Applicant: Braemar College Limited T/A Braemar College

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Russell Deer, Principal, have the authority given to me by *Braemar College Limited T/A Braemar College* to give the following undertakings with respect to the *Braemar College Enterprise Agreement 2021-2023*

("the Agreement"):

1. The Full Day and Half Day Casual Teacher rates of pay specified in Schedule 1B.5 of the Agreement will be as follows:

	2022 (Rate upon approval of the Agreement)	20 February 2023
Full Day	\$410.00	\$414.00
Half Day	\$205.00	\$207.00

2. In relation to Casual Maximum Engagement, Clause 10.4(f) of the Agreement shall be amended to the following:

An Employer must not employ a Casual Teacher, in such a capacity for more than 4 consecutive term weeks. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

3. The following clause shall apply to Teachers engaged on a Part Time basis in accordance with Clause 10.2 of the Agreement:

An employer cannot vary a part-time employee's teaching load or days of attendance unless:

(a) the employee consents; or

(b) where such a variation is required as a result of a change in funding, enrolment or curriculum, the employer provides 7 weeks' notice in writing in the case of a school teacher or 4 weeks' notice in the case of an early childhood teacher, or where the change would result in a reduction in salary, the salary of the teacher is maintained



for a period of 7 weeks in the case of a school teacher or 4 weeks in the case of an early childhood teacher.

4. Further to Clause 2C.7 of the Agreement, which deals with Additional Hours worked by Educational Support Services Team Employees, the Employer will monitor the hours worked to ensure that employees are not required to work in excess of 5 hours of overtime in any 5-day period.

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

Russell Deer, Principal

20 January 2022

Date

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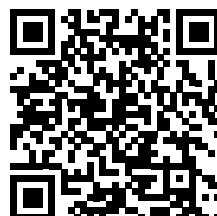
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Join the IEU
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This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

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.

