



Flinders Christian Community College General Staff Enterprise Bargaining Agreement 2023

Your IEU-negotiated Agreement
covering your pay and conditions



7 REASONS TO JOIN THE IEU

JOIN THE COLLECTIVE VOICE

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

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

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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Flinders Christian Community College Limited
(AG2023/4620)

FLINDERS CHRISTIAN COMMUNITY COLLEGE GENERAL STAFF ENTERPRISE BARGAINING AGREEMENT 2023

Educational services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 15 DECEMBER 2023

Application for approval of the Flinders Christian Community College General Staff Enterprise Bargaining Agreement 2023

[1] This decision concerns an application made by Flinders Christian Community College Limited (College) under s 185 of the *Fair Work Act 2009* (Act) for approval of an enterprise agreement known as the *Flinders Christian Community College General Staff Enterprise Bargaining Agreement 2023* (the Agreement).

[2] The Independent Education Union (IEU) lodged a form F18 in which it advised the Commission that it did not support the approval of the Agreement. First, the IEU submitted that under clause 4.9 of the Agreement, employees with less than 5 years' service would be worse off than under clause 32.1 of the *Educational Services (Schools) General Staff Award 2020* (Award) because they would be required to give the employer more notice of termination of employment than that which would be required under the Award, which in turn might limit their ability to obtain other employment.

[3] Secondly, the union said that clause 7.11 of the Agreement could see employees worse off than under clause 12 of the Award. Clause 7.11 states that the College can require employees to take non-term weeks as purchased leave, and that the College determines the number of weeks of purchased leave that apply to an employee's role, as per the employee's contract of employment, up to a limit of 7.2 weeks. The IEU submitted that the Award was clear that only non-term weeks can be required to be taken as leave, whereas the Agreement arguably left open the possibility that the College could require employees to take leave at other times. It further contended that, unlike the Award, the Agreement provision did not clearly state that any requirement to take leave during non-term weeks is to be specified in the contract of employment.

[4] Thirdly, the union submitted that employees could be worse off under the annual shut down provision in clause 7.1 of the Agreement, pursuant to which they can be compelled to take leave during the shutdown period.

[5] The issues raised by the IEU were evidently directed at a contention that the Agreement does not pass the ‘better off overall test’ (BOOT) (see ss 186(2)(d) and 193), and that the Agreement contained terms that contravene s 55, which provides that an enterprise agreement must not exclude the National Employment Standards (NES) or any provision of the NES (see s 186(2)(c) of the Act).

[6] In correspondence to the Commission in response to the matters raised by the IEU, the College contended that the leave purchasing arrangements were not less favourable than the Award, and that any detriment associated with this matter or the other issues raised by the union were outweighed by the higher wages and leave arrangements provided to employees under the Agreement, and that employees were clearly better off overall than under the Award. The College said that none of the relevant provisions purported to exclude the NES. The parties did not seek to be heard further and advised the Commission that they were content for the application to be determined on the papers. I consider it appropriate to do so.

[7] Clause 4.9 of the Agreement provides that, after the minimum employment period, employees must give 4 weeks’ notice of termination. This is more onerous on employees than clause 32.1 of the Award, which would require the employee to provide a lesser period of notice. However, the employer must provide the same period of notice of termination of employment, which may advantage employees.

[8] In my view, clause 7.11 of the Agreement does not leave open the possibility that the College could require employees to take leave other than during non-term weeks. Further, I note that unlike the Award, the clause caps the number of weeks that may be subject to the employer’s direction. The Agreement does not expressly require that employees’ contracts of employment address the requirement to take leave during non-term time. This may be regarded as a detriment as against the Award, but not a major one. I do not consider that the annual shut down arrangements provided for in clause 7.1 of the Agreement constitute a detriment to employees as against the Award, but if they do, it is a relatively minor detriment.

[9] The Commission is required by the Act to consider whether each award covered employee and each reasonably foreseeable employee would be better off overall if the agreement applied to the employee than if the relevant modern award applied to the employee (s 193). An overall assessment is required. The fact that an agreement may be less favourable to employees than the relevant award in particular respects does not mean that it does not pass the BOOT. In this case, the Agreement provides for rates of pay that are superior to those in the Award. It also contains more generous arrangements in relation to personal leave, long service leave and paid parental leave. In my assessment, despite the matters identified by the IEU, employees will be better off overall under the Agreement than under the Award. This is so, even if the Agreement is read as containing detriments in each of the respects for which the union contended. Such detriments are outweighed by the benefits conferred on employees by the Agreement.

[10] I do not consider that any of the provisions referred to by the IEU contravene the NES. Further, clause 1.8 of the Agreement states that the Agreement is to be read and interpreted in conjunction with the NES, and where there is an inconsistency between the Agreement and the

NES, and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency. The 'NES precedence' provision in clause 1.8 ensures that none of the terms of the Agreement contravene the NES, having regard also to s 55(4) of the Act.

[11] I am satisfied that the Agreement passes the BOOT. I am also satisfied that all of the other requirements of ss 186, 187 and 188 as are relevant to this application have been met.

[12] The IEU has given notice through its F18 that it wants the Agreement to cover it. The Australian Nurses and Midwifery Federation (ANMF) has done the same. As required by s 201, I note that the Agreement covers the IEU and the ANMF.

[13] The Agreement was approved on 15 December 2023 and, in accordance with s 54, it will operate from 22 December 2023. The Agreement's nominal expiry date is 30 June 2027.



DEPUTY PRESIDENT

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**The Flinders Christian Community College
General Staff
Enterprise Bargaining Agreement 2023**

PART 1 - APPLICATION AND OPERATION

1.1 Agreement Title

This Agreement will be known as The Flinders Christian Community College General Staff Enterprise Bargaining Agreement 2023.

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1.3 Definitions

In this Agreement:

- “Act” means the Fair Work Act 2009 (C’t’h) as amended from time to time.
- “Admin Staff” means a non-Education Support role – e.g.: an Administration, Enrolments, Finance, HR, IT, Maintenance, Marketing or Nursing role.
- “Agreement” means The Flinders Christian Community College General Staff Enterprise Bargaining Agreement 2023.
- “Award” means the Educational Services (Schools) General Staff Award 2020, as amended from time to time.
- “College” or “Employer” means Flinders Christian Community College Incorporated (A.B.N. 52 121 486 849).
- “College Year” means the period of 12 months commencing from the first day Teachers are required to attend College for the academic year.
- “Education Support” means:
 - roles assisting students, who may have special needs, in classrooms, and these roles may be called General Assistant or Learning Assistant
 - Library Tech / Assistant / Co-ordinator, Food Tech Assistant, and Science Lab Assistant.
- “Employee” means an Employee of the College engaged in a General staff role with the College at any one of the College’s campuses, unless specifically excluded by this Agreement.
- “FWC” means the Fair Work Commission or its successor.
- “General Staff” means Admin Staff and Education Support.
- “Immediate family” means a spouse, de facto partner, child, parent, grandparent, grandchild, great-grandparent, great-grandchild or sibling of the employee, or of the employee’s spouse or de facto partner. This includes step and/or foster child parent or sibling.
- “NES” means the National Employment Standards.
- “Non-term weeks” means weeks, or part thereof, in the College Year other than term weeks and includes periods designated as College holidays for students. The total number of Non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools.
- “Spouse” means a person who is living with the Employee and is either married to the Employee or is in a defacto or same sex relationship with the Employee.
- “Super Guarantee” means the application of the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee (Charge) Act 1992* (as amended from time to time) and all relevant regulations, rulings and determinations.

1.4 Term of this Agreement

The term of this Agreement will operate from 7 days after the date of approval by FWC until 30th June 2027 unless the Parties agree to its earlier variation or expiry.

1.5 Parties Bound

The Parties bound by this Agreement are:

- a) the College; and,
- b) Employees employed by the College in a General staff role at any one of the College's campuses unless specifically excluded by this Agreement.

1.6 Exemptions

General staff positions in the College exempt from this Agreement are:

- a) Executive Principal
- b) Head of Campus
- c) Director of Business
- d) Finance Manager
- e) HR Advisor
- f) Head of HR
- g) Head of Technology & Innovation
- h) Head of Risk & Compliance
- i) Personal Assistant to the Executive Principal
- j) Technology & Innovation Project Manager
- k) Network Systems Engineer
- l) Director of Marketing and Administration
- m) Property Manager.

If a role in the above list of exempt roles is retitled, it remains an exempt role. Deputies to the above positions, acting in place of the above positions when those Employees are absent, will not be exempt from the Agreement.

1.7 No Extra Claims

The Parties to this Agreement agree that this Agreement is in full settlement of all claims made by the Parties to the Agreement. It is a term of this Agreement that the Parties will not pursue any extra claims for wages or other terms and conditions of employment for the duration of this Agreement.

1.8 Industrial Instruments

This Agreement will regulate the conditions of employment of the Employees covered by the Agreement. Where the Agreement is silent on a matter contained in the Educational Services (Schools) General Staff Award 2020, the Employer will apply the relevant term of the Award, as amended from time to time. The Award is incorporated into this Agreement.

The National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.9 Individual Flexibility

- (1) An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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 enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.

PART 2 - INTENT OF AGREEMENT

2.1 Inherent Requirements of Employment

It is an inherent requirement that all persons employed at the College must model and demonstrate the reality of the Gospel by the way they undertake their employment responsibilities and by the way they live. Every activity undertaken by the College and its General employees must be characterised by love, mercy, forgiveness, reconciliation, humility and justice, all elements demonstrated by Christ's life, death and resurrection, which is the core of the Gospel.

2.2 Agreement Objectives

Through the provisions of this Agreement, the College is seeking to strengthen its competitiveness and achieve improvements in productivity, efficiency, effectiveness, quality educational outcomes and flexibility. To enhance that competitiveness and achieve these improvements, the objectives of this Agreement are to:

- Achieve positive and productive partnerships between the College, its employees and stakeholders in the pursuit of its mission and strategic objectives and priorities;
- Strengthen the College's ability to attract and retain high quality employees;
- Enhance adaptability and streamline processes;
- Maximise income generation and/or manage costs within the College to ensure its viability and to enhance its development and growth; and
- Enhance the achievement of student educational outcomes.

PART 3 – CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation on Major Change

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees in writing of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or

- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) For the purposes of subclauses (11) to (15) above, the College's educational timetable in respect of academic classes and student activities, which:
 - a) may operate in a term, semester or College 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.
- (17) However, where a change to the College'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 an employee's ordinary hours are required to be worked, or
 - c) the days over which an employee is required to work;
 subclauses (11) to (15) above will apply.

In this term “relevant employees” means the employees who may be affected by a change referred to in subclause (1).

3.2 Dispute Resolution

- (1) If a dispute relates to:

- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
 - (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
 - (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
 - (5) The Fair Work Commission may deal with the dispute in two stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
 - (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (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) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
 - (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

3.3 Consultative Committee

The parties recognise the benefit of consultation in relation to decisions that impact on staff. A Consultative Committee will be established to provide parties to the Agreement an opportunity to discuss workplace matters that affect the implementation or continuance of the Agreement.

A Committee will be established with representatives from Employees and Management at the College. The chair of the Committee shall be rotated among members.

In agreement with the College, the Consultative Committee will determine their terms of reference, including how often to meet. The terms of reference will be limited to the implementation and continuation of the terms of the Agreement.

Nothing in this Agreement provides any formal authority to the Committee within the College. The Committee acts within its terms of reference to make recommendations and provide

advice to management regarding the operation and implementation of this Agreement.

Membership of the Committee does not attract an additional allowance, or time release other than Committee meetings except as agreed to by the Executive Principal.

PART 4 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

4.1 Types of Employment

Employees will be employed in one of the following categories:

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

4.2 Full-Time Employment

A full-time Employee is an Employee whose ordinary hours of work are an average of 38 hours per week, or 76 hours per fortnight, averaged over a fortnight or 4 weeks. The ordinary hours and days of work shall be specified in writing by the College to the full-time Employee in the contract of employment before the Employee begins employment.

4.3 Part-Time Employment

The College may employ an Employee as a part-time Employee. The ordinary hours and days of work shall be specified in writing by the College to the part-time Employee in their contract of employment before the part-time Employee begins employment. Such agreed hours and days may be changed only by agreement (in writing) between the part-time Employee and the College.

A part-time Employee shall be paid a weekly salary which is a pro-rata proportion of full time hours.

For the purpose of this clause, "pro-rata" means, in the case of each part-time Employee, the percentage of full-time hours worked.

Annual Leave entitlement shall accrue for part-time Employees at a pro-rata rate, in the same manner as for full-time Employees. Personal Leave shall accrue for part-time Employees in the same manner as for full-time Employees, and payment for absences shall be on a pro-rata basis for part-time employees.

All other provisions of the Agreement applicable to full-time Employees, which are capable of having application to part-time Employees, shall apply to part-time Employees provided that, where such provisions specify the payment to be made to an Employee, which is calculated on the basis of, or by reference to, weekly hours of work of a full-time Employee, the payment shall be made pro-rata for the part-time Employee.

The College may offer additional hours to part-time Employees which may extend the agreed ordinary hours of their employment. Such additional hours may be paid at time and one quarter up to a maximum of 38 hours per week. Those additional ordinary hours will be considered to be additional normal time worked for the purposes of calculating pro-rata entitlements that accrue (such as Annual Leave and Long Service Leave).

4.4 Minimum Employment Period

Employment will be probationary for a 6 month minimum employment period as defined by the Act. During the minimum employment period, either the Employee or the College may terminate the employment with one week's notice, or payment in lieu thereof by the College.

4.5 Fixed Term Employment

An Employee may be engaged on a full-time or part-time basis for a specific period of time or for specific task/s. The details of the specific period of time or specific task/s shall be set out

in writing and provided to the Employee on or before the Employee commences work.

It is not intended that Employees employed under this clause will be used to replace Employees engaged in ongoing work, but it may be used to replace Employees on extended leave (e.g. parental leave).

4.6 Casual Employment

A casual Employee is one who is engaged on an hourly basis. Casual Employees will be engaged by the College at a classification grade commensurate with their skills knowledge and experience. Each engagement will be for a minimum of 2 hours.

Casual Employees will be paid an hourly rate calculated by dividing the weekly rate for their classification grade by 38 and adding a 25% loading.

A casual Employee receives the 25% casual loading in place of, and therefore is not entitled to, any of the following permanent and fixed term employee benefits under this Agreement, including:

- notice of termination of employment;
- redundancy;
- remuneration packaging;
- annual leave;
- annual leave loading;
- paid personal leave;
- discretionary leave;
- paid compassionate leave;
- paid parental leave;
- parental payment;
- study leave;
- examination and qualification conferral leave; and
- tuition fee discount.

4.7 Induction

The College will provide a structured induction program twice a year for all Employees as soon as practicable following their appointment irrespective of the time within the College Year the Employee commenced employment.

4.8 Conduct and Performance

The College will not be required to commence a performance or conduct management procedure, as detailed in this clause:

- a) where an employee's employment is terminated during the employee's minimum employment period;
- b) for a casual employee.

Where the College is considering performance management that may continue up to and including termination of employment for reasons related to the Employee's performance or conduct, the College will implement the procedure in this clause.

A formal performance or conduct management procedure will commence with the College advising the Employee in writing of:

- (i) the College's concern(s) with the Employee's performance or conduct;
- (ii) the time, date and place of the first formal meeting to discuss the Employee's performance or conduct;
- (iii) the Employee's right to be accompanied by a Representative of their choice at all meetings scheduled to discuss the Employee's performance or conduct;
- (iv) the College's right to terminate the employment should the procedure not resolve the

College's concern(s).

Formal performance or conduct management meetings will:

- (i) include discussion of the College's concern(s) with the Employee's performance;
- (ii) give the Employee an opportunity to respond to the College's concern(s);
- (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (iv) consult with the Employee in regard to the timeline of the performance or conduct management procedures;
- (v) include documentation, where appropriate;
- (vi) set periods of review, as appropriate.

Concern(s) with an Employee's performance or conduct may be resolved by:

- (i) taking no further action;
- (ii) counselling or issuing a verbal warning;
- (iii) issuing the Employee with a warning or a final warning in writing;
- (iv) terminating the employment of the Employee in accordance with the relevant notice provision;
- (v) other action, appropriate to the situation or conduct;

If, after following the procedure in this clause, the College's decision is to terminate the employment of the Employee, then the College will give the required period of notice or payment in lieu of notice.

Suspension

Notwithstanding any of the provisions in this Agreement, the College may suspend an Employee with pay while considering any matter which in the view of the College could lead to the Employee's summary dismissal.

Summary Dismissal

Where the Employee is guilty of serious or continual misconduct of a kind such that it would be unreasonable to require the College to continue the employment during the notice period.

4.9 Termination of Employment

Employment may be terminated by either the College or the Employee by giving notice of the following periods:

- a) in the Minimum Employment Period - one term week;
- b) after the Minimum Employment Period – four term weeks;

If an Employee is over 45 years old and has completed at least two years of continuous service with the College, the period of notice to be given by the College will be increased by one week.

If the College does not require the appropriate notice period to be worked, payment in lieu of notice will be made.

If an Employee fails to give the notice required in this clause, they may forfeit the amount equivalent to what the Employee would have been paid in wages for the period of notice not given by them to the College, up to a maximum of one week.

The period of notice in this clause will not apply in the case of summary dismissal and in such cases the salary will be payable up to the time of dismissal only.

4.10 Redundancy

The following redundancy pay scale will apply:

Period of continuous service	Under or Equal to 45 years of age	Greater than 45 years of age
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	6 weeks	7 weeks
3 years and less than 4 years	7 weeks	8 weeks
4 years and less than 5 years	8 weeks	9 weeks
5 years and less than 7 years	11 weeks	12 weeks
7 years and less than 8 years	13 weeks	14 weeks
8 years and less than 9 years	14 weeks	15 weeks
9 years and less than 10 years	16 weeks	17 weeks
10 years and over	16 weeks + 1 week for every 2 years of service, capped at 23 weeks in total	17 weeks + 1 week for every 2 years of service, capped at 24 weeks in total

Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

Job search entitlement

An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day during the NES notice period for the purpose of seeking other employment, the Employee must, at the request of the College, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

PART 5 - SALARIES AND RELATED MATTERS

5.1 Salary Increases

The minimum salaries are set out in Schedule 1.

Classifications

The Classifications or Grades in Schedule 1 are the same as the definitions described in the Educational Services (Schools) General Staff Award. Employees will be employed at the appropriate Classification or Grade for their role. Each Classification or Grade has three sub-divisions, e.g.: 3.1, 3.2, 3.3. Generally, new employees will be employed at the entry level in the Grade. After 12 months of service, if the employee is not subject to any performance management process, the employee will progress to the next level, until they attain the highest sub-division for that Grade, after which they will remain at that classification level. Employees may seek reclassification of their role if they believe that the scope or responsibility or complexity of their role increases (e.g. the skills, knowledge or experience required to perform the role expands or increases). If employees believe their role is incorrectly graded, or they are worthy of a Classifications or Grade increase, they may submit a request for reclassification at any time to their manager, who will discuss and review the application with the Human Resources department, and the manager will inform the employee of a decision regarding the employee's case, as soon as possible.

5.2 Payment of Salaries

An Employee's salary will be paid by direct transfer to an Employee's nominated financial institution account on a fortnightly basis.

Remuneration Packaging

Employees may receive part of their remuneration in the form of non-cash benefits in line with College policy, legislation and Australian Taxation Office rulings.

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

5.3 Occupational Superannuation

The College will make superannuation contributions at a rate consistent with the percentage prescribed by the Super Guarantee.

Superannuation contributions will be calculated and paid on the basis of Employees "ordinary time earnings" (OTE) as defined by the Super Guarantee.

Superannuation contributions will be paid into the complying superannuation fund selected by the Employee. If an Employee fails to nominate a complying fund upon commencing employment, Australian Ethical Super NGS Super will be the default fund for receipt of their superannuation contributions. Should the Employee not nominate a complying superannuation fund for this purpose, a request for stapled super fund details will be made to the Australian Tax Office (ATO). If the College is advised by the ATO that the Employee does not have a stapled super fund, the contribution will be made to Australian Ethical Super or a successor fund.

5.4 Camp Allowance

The College will pay an allowance equivalent to the Award rate per night to an Employee required by the College to stay overnight at a camp or like excursion, if the Employee is attending the camp in a Supervisory role.

Where meals are not provided on an overnight camp or like excursion, the College will pay an Employee an allowance up to a maximum of \$50 per day, in addition to the allowance provided for in the first paragraph.

The cost of accommodation and required related activities will be paid by the College.

The Camp Allowance is in addition to any applicable overtime arrangements.

5.5 Study Based Remuneration Loading

An Employee who is acquiring or has acquired an approved Masters degree whilst in service as an Employee at the College in an appropriately related field, as agreed to by the Executive Principal, will receive an additional loading of 1.25% of their current base salary in addition to any advancement and increases in salary. This loading is non-cumulative and does not form part of the Employee's base salary in subsequent years.

An Employee who is acquiring or has acquired an approved Graduate Diploma whilst in service as an Employee at the College in an appropriately related field, as agreed to by the Executive Principal, will receive an additional loading of 0.85% of their current base salary in addition to any advancement and increases in salary. This loading is non-cumulative and does not form part of the Employee's base salary in subsequent years.

An Employee who is earning or has earned an approved PhD. whilst in service as an Employee at the College in an appropriately related field, as agreed to by the Executive Principal, will receive an additional loading of 1.65% of their current base salary in addition to any advancement and increases in salary. This loading is non-cumulative and does not form part of the Employee's base salary in subsequent years. The College expects a PhD. course to take no longer than 6 years, and may decide to cease the payment under this subclause if an Employee takes longer than 6 years to complete the course.

PART 6 - HOURS OF WORK, BREAKS AND RELATED MATTERS

6.1 Hours of Work

The ordinary hours of duty for full time employees will be an average of 38 per week, or 76 per fortnight, averaged over a period of 2-4 weeks, to be worked over any five days Monday-Friday. Part-time employees work a pro-rata amount of the full-time hours of work. Days and hours worked may be varied in accordance with Clause 3.1 (10)-(16). The ordinary hours and days of work shall be specified in writing by the College to the Employee in the contract of employment before the Employee begins employment.

The normal spread of hours is:

- For Education Support and Administration employees – 7.00am-6.00pm.
- For Maintenance employees – 6.00am-6.00pm.
- For Nursing employees – 6.30am-6.30pm.

6.2 Additional Hours

Where a full time Employee is required to work additional time in excess of their ordinary hours of duty, or outside the normal spread of hours as specified in Clauses 4.2 and 6.1, all such time worked will be regarded as overtime and will be compensated by either Time Off In Lieu (TOIL) at the rate of 100%, or by payment at the rate of 150% for the first three (3) hours, and 200% thereafter. The Employee may choose to take either TOIL or the payment.

Where a part-time Employee is required to work additional time in excess of their ordinary hours of duty, all such time worked will be regarded as overtime and will be compensated by either Time Off In Lieu (TOIL) at the rate of 100%, or by payment at the rate of:

1. If the hours are within the normal spread of hours as defined in Clause 6.1, or if the part-time employee has not already worked 7.6 hours that day: paid at the rate of 125%;
2. If the hours are outside the normal spread of hours of as defined in Clause 6.1, or if the part-time employee has already worked 7.6 hours that day: 150% for the first three (3) hours, and 200% thereafter;

The Employee may choose to take either TOIL or the payment.

Except in exceptional circumstances, all additional hours must be pre-approved by the Employee's manager and Employees must submit timesheets with additional hours recorded and submit it to their manager within a reasonable time but not more than four weeks of the additional hours being worked.

Where an Employee has accrued TOIL, it may be taken off duty at a time mutually agreed between the College and the Employee as soon as practicable after the date of accrual. Agreement will not be unreasonably withheld.

Other than by arrangement made at the request of an Employee or in exceptional circumstances, TOIL should be taken within six months. When an Employee takes leave, accrued TOIL shall be taken prior to any annual leave being taken. Accrued TOIL will be tracked by an Employee's Manager. Accrued TOIL will be paid out on termination at the applicable overtime rate, with a written agreement as per the Award.

Employees may request for accrued TOIL to be paid at out to them at the applicable overtime rate.

6.3 Rest Breaks

Employees are entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per day. Employees and their manager may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

Employees are entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

6.4 Public Holidays

Any day gazetted as a public holiday in the State of Victoria shall be considered a public holiday for the purpose of this Agreement. An employee, not required to work on a Public Holiday which would otherwise be a normal work day for them, shall be paid their normal pay for the public holiday.

Where an Employee is required to work on a public holiday that is a normal working day for the Employee, the Employee will be paid at double-time-and-one-half for all such work.

Alternatively, a day in lieu may be taken at a time mutually agreed to between the Employee and the College, and that day shall be treated as a Public Holiday for all purposes of this Agreement.

If a casual employee works a public holiday they will be paid 275%.

6.5 Flexible Working Arrangements and Job Share

An Employee has the right to request a flexible working arrangement in line with section 65 of the Fair Work Act. The College must give due consideration to the Employee's request for a flexible working arrangement and will genuinely attempt to reach agreement but may decline the request on reasonable business grounds.

An Employee has the right to request a job share arrangement in accordance with applicable College policy. The policy is not incorporated into and does not form part of this Agreement.

PART 7 - LEAVE

7.1 Annual Leave

Entitlement to Annual Leave

Employees, other than casual Employees, are entitled to 4 weeks of annual leave per year. Part-time Employees receive annual leave on a pro-rata basis.

Pay rate on Annual Leave

The pay rate for annual leave is the Employee's salary at the time the Employee takes the annual leave. 17.5% annual leave loading is payable as a lump sum in the pay fortnight on or after the 1st December each year.

Annual Leave on termination

If an Employee terminates employment for whatever reason, any accrued Annual Leave, and Annual Leave Loading due on that accrued Annual Leave, will be paid out to the terminating Employee.

Annual Leave To Be Taken

An Employee should take annual leave within 12 months of accrual, unless alternative arrangements are agreed with the College. An Employee should discuss with their manager a time for them to take annual leave. Leave should not accrue beyond eighteen months (i.e.: 6 weeks of annual leave accrued) unless alternative arrangements are agreed with the College. If an Employee accrues more than six weeks of annual leave, the College will work with that Employee to implement a plan for the Employee to take at least two weeks of annual leave.

Annual Closure

The College will close for an annual shut down period during December and January for a period of time established by the College in advance each year. During this time Employees will be required to take annual leave, or purchased leave, or leave without pay if they have insufficient leave to cover the period. For the avoidance of doubt, Employees are entitled to Christmas Day, Boxing Day and Australia Day, and any days in lieu, as paid public holidays.

7.2 Personal Leave

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

For a full-time Employee, the personal leave entitlement is 15 days per year of service, which accrues progressively during service. A part-time Employee is entitled to paid personal leave on a pro rata basis based on their ordinary hours of work.

Paid sick leave is taken due to a personal illness or injury.

Paid carer's leave is taken 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.

Where the Employee has exhausted the paid personal leave entitlement, they may take up to two days' unpaid carer's leave per permissible occasion.

Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the College and the Employee.

A casual Employee may take up to two days' unpaid carer's leave per permissible occasion.

Notice and evidentiary requirements

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

An Employee who has given the College notice of the taking of such leave must, if required by the College, give the College evidence that would satisfy a reasonable person. A failure to provide evidence that would satisfy a reasonable person to explain the reasons for the leave, may result in the non-approval for paid leave.

An Employee is entitled to personal leave provided that:

- (i) the Employee produces a medical certificate or other evidence satisfactory to a reasonable person for any absence of more than two consecutive days;
- (ii) if so required by the College, the Employee provides a medical certificate or other evidence satisfactory to a reasonable person for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate.
- (iii) the Employee must otherwise provide a medical certificate or other evidence satisfactory to the College where the number of days of paid sick leave already taken without the production of a medical certificate or other evidence satisfactory to a reasonable person exceeds five days in the College Year.

Discretionary Leave

An Employee is entitled to request discretionary leave, which is taken from the Employee's entitlement to personal leave.

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

- a) an Employee with a fraction of 0.4 or greater may request up to 2 days per College Year;
or
- b) an Employee with a fraction of less than 0.4 may request up to 1 day per College Year.

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) to attend to a matter of urgent pressing necessity or obligation;
- d) to appear before a court or tribunal;
- e) to observe religious days;
- f) for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
- g) other reasons, as agreed to by the College.

An Employee must:

- a) request discretionary leave in writing and provide the reason for requesting the 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 College, such notice would not be reasonable; and
- c) take discretionary leave as a full day or as a half-day.

Discretionary leave may be approved at the complete discretion of the Head of Campus or their delegate.

The cap applying to the amount of discretionary leave that can be accessed per year is not cumulative.

7.3 Compassionate Leave

Employees are entitled to three days of compassionate leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury, or if the employee has suffered a stillbirth or a miscarriage and the child, if born alive, would have been a member of the immediate family or household. Compassionate leave may also be taken after the death of a member of the Employee's immediate family or household.

Employees may take compassionate leave for each occasion as:

- a single continuous three day period or
- three separate periods of one day each or
- any separate periods to which the employee and their manager agree.

Casual Employees are not entitled to paid Compassionate Leave.

The College may request suitable evidence of the illness injury or death of the person, otherwise Compassionate Leave may not be paid to the Employee.

7.4 Parental Leave

Employees, who are the primary caregiver and have worked 12 consecutive months immediately prior to the due date of birth or adoption, are entitled to Parental Leave in accordance with the NES.

Paid Parental Leave

16 weeks' paid parental leave will be paid if the Employee has worked 12 consecutive months immediately prior to the due date of birth or adoption. Paid parental leave accrues superannuation and other entitlements.

Employees may access up to 15.2 hours of paid leave for pre-natal appointments.

Secondary Carer

An Employee, who has completed at least 12 months' continuous service with the College as at the date of the birth or placement of the child is entitled to up to 8 weeks' unpaid concurrent leave within the first 12 months of or after the birth or placement of the child, and the right to up to 10 days paid leave.

7.5 Long Service Leave

All Employees are entitled to long service leave in accordance with the Victorian Long Service Leave Act and the NES, except the rate of accrual, effective on the operational date of this 2023 Agreement, will increase to 13 weeks of Long Service Leave accrued for every 10 years of service, for service after the operational date of this 2023 Agreement (i.e.: this change will not be backdated to the start of employment). Employees may access their accrued Long Service Leave after 7 years of service on a pro rata basis.

Personal leave while on Long Service Leave

Subject to the production of a supporting medical certificate, if an Employee becomes ill while on long service leave they will be entitled to have the period of illness treated as personal/carer's leave, but only to the extent that they are entitled to personal/carer's leave, and their long service leave will be extended by the certified period of illness.

Alternatively, the Employee's Manager may agree that the Employee may return from long service leave as planned with the certified period of illness increasing the Employee's

accrued long service leave entitlement.

7.6 Community Service Leave

An Employee may take unpaid Community Service Leave in cases of emergencies or natural disasters, e.g.:

- Country Fire Authority
- SES
- Civil defence or rescue body

An Employee may take paid Jury Duty.

There is no limit on the amount of Community Service Leave that an Employee may take. Employees must give their Manager or Supervisor as much notice of the absence as soon as possible. The College may require evidence from the Employee that they are undertaking the Community Service activities.

7.7 Family Violence Leave

This clause should be read in conjunction with the NES.

Definition

For the purpose of this clause, family violence is defined by the *Family Violence Protection Act 2008* (Vic) (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.

Leave entitlement

During the nominal life of this Agreement, an Employee (including an eligible casual employee as defined in the NES) subject to Family Violence is entitled to ten days per year of paid family violence leave for the purposes 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.

Family violence leave may be taken as consecutive or single days, including half days. Family violence leave is not cumulative from year to year.

Notice and Evidentiary Requirements

The Employee shall give notice to the Head of Campus and/or delegate in accordance with College policy as soon as reasonably practicable of the Employee's request to take family violence leave.

The Employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above under "Leave Entitlement" above. 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.

The College will not place the documentary evidence provided under “Evidentiary Requirements” above on the Employee’s file, unless expressly permitted by the Employee. Instead, the College 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 College.

Personal information provided by the Employee to the College concerning family violence will be treated confidentially, unless the Head of Campus deems disclosure to be necessary for operational reasons.

7.8 Study Leave

An Employee may apply for Study Leave to undertake an approved relevant course of study relevant to their employment, and such leave is granted at the discretion of the College.

7.9 Examination and Qualification Conferral Leave

Employees may be granted leave with pay to attend compulsory examinations in an approved relevant course of study. Employees may 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.

7.10 Leave Without Pay

Employees may be granted leave without pay in certain circumstances, and the College may grant LWOP at its discretion.

Other than in exceptional circumstances that have the Employee’s Manager’s approval, such Leave Without Pay should:

- commence on the day following the last teaching day of a term; and
- conclude on the day preceding the first teaching day of a term.

7.11 Purchased Leave

Non-Term Weeks

Education Support roles are required to take non-term weeks as purchased leave, according to the College calendar. Note: for clarity, the December/January holiday period, is not considered to be non-term weeks.

General Staff employees may be required to take non-term weeks as purchased leave, according to the College calendar, and as directed by their Manager.

In both cases, such periods of leave will count as service for the purpose of accruing leave entitlements and will not break continuity of service. An Employee’s annual salary will be adjusted to take into account the period of purchased leave taken during non-term weeks.

Purchased Leave is taken during non-term time, during school term holidays (End of Term 1, 2, 3 and not during Summer holidays at the end of Term 4), where an employee does not have any work to be performed, and is not required to present for work. Purchased Leave was previously called Unpaid Leave, but it is now called Purchased Leave to avoid confusion with Leave Without Pay. The employee is not paid for the weeks of purchased leave, and their salary is annualised/averaged over the 52 weeks of the year. The College determines the number of weeks of purchased leave that applies to an employee’s role (per the employee’s employment contract) to a limit of 7.2 weeks per year. The employee does not voluntarily “purchase” the leave. For example, if an employee’s position requires 6 weeks of purchased leave, the employee is paid $(52-6)/52$ (88.46%) of their salary, across all 52 weeks of the year.

Public Holidays that occur in a period of purchased leave

If a Public Holiday falls within a period of Purchased Leave for an employee, that day shall be recorded and paid as a Public Holiday, not as a Purchased Leave day. Public holidays will only be granted if an employee would normally be scheduled for work on that day of the week in term time. At the end of term 4, the first non-work days shall be Purchased Leave rather than Annual Leave, to the same number of Public Holidays that fell within a period of Purchased Leave for the employee. An employee's Annual Leave balance is preserved by the number of Public Holidays which fell within periods of Purchased Leave, during the College year. For example – if Good Friday, Easter Monday, and/or the Grand Final Eve Public Holidays (3 in total) fall within an employee's period of Purchased Leave during the Term 1 and Term 3 holidays, those days will be paid as Public Holidays. At the end of the year, the first 3 non-work days of the Summer break shall be taken as Purchased Leave, and Annual Leave would start on the 4th non-work day of the Summer break.

7.12 Natural Disaster Leave

Where an Employee cannot reasonably attend for work due to a natural disaster, an Employee may be entitled to be absent from work without loss of pay. Applications should be made to the Executive Principal, Campus Principal, Head of Campus or their delegate and will be considered on a case by case basis. It is intended that natural disasters covered under this clause include such examples as fire, floods and storms.

PART 8 - OTHER MATTERS

8.1 Tuition Fee Discount

This clause does not apply to a casual Employee or a fixed term Employee who is engaged for less than a full College Year. This clause does not apply to Kinder fees.

a. Employees employed prior to 26th December 2019

A full time Employee whose child or children attend the College is entitled to a tuition fee discount of 25% or whatever maximum discount is permitted in accordance with section 42 of the *Fringe Benefits Tax Assessment Act 1986* so as to not result in any fringe benefits tax liability for the College.

A part-time Employee, of 0.4 FTE or above, is entitled to a tuition fee discount of 25%.

A part-time Employee, of below 0.4 FTE, is entitled to a tuition fee discount on a pro rata basis based on the Employee's full-time equivalent fraction. E.g.: a 0.35 FTE employee, employed prior to 26th December 2019, would be entitled to a tuition fee discount of $(0.35 \times 25\%) = 8.75\%$.

b. New Employees employed on or after 26th December 2019

An Employee is entitled to a tuition fee discount of 25% on a pro rata basis based on the Employee's full-time equivalent fraction. E.g.: a 1.00 FTE employee, employed on or after 26th December 2019, would be entitled to a tuition fee discount of $(1.00 \times 25\%) = 25\%$; while a 0.4 FTE employee, employed on or after 26th December 2019, would be entitled to a tuition fee discount of $(0.4 \times 25\%) = 10\%$.

No current employee will be disadvantaged under these transitional arrangements.

In order to be eligible for a tuition fee discount, an Employee must:

- pay the application and enrolment fee and security deposit in full prior to the commencement of enrolment; and
- pay the discounted tuition fees in the normal manner prescribed by the College for the payment of fees.

Additional charges for extras and uniforms are not subject to any discount. Such charges include, but are not limited to, costs for camps, books, music tuition and excursions.

Tuition fee discounts do not apply to any other services.

Where an Employee's child is awarded a scholarship or bursary, the Employee may either choose to pay fees discounted pursuant to this clause or pay fees at the scholarship or bursary rate, but shall not be entitled to both.

The discount will cease in the event of default of payment of general tuition fees.

In the event of genuine financial hardship on the part of the Employee, the Employee may apply for further fee assistance. Further fee assistance will be granted at the discretion of the Executive Principal as per the standard operating procedure for fee relief (which is not incorporated into this Agreement).

8.2 Reasonable Business Expenses

The College will reimburse an Employee for reasonable expenses incurred in carrying out their duty, if the expense is approved by a Manager. Such expenses should be notified to the Manager and approved in advance where possible.

Reasonable expenses include:

- a) Travel for business purposes in an Employee's private vehicle will be reimbursed at the Award rate. Use of a private vehicle for work-related purposes must be pre-approved by the Employee's Manager.
- b) The College will reimburse ongoing Employees engaged on or after the commencement of the 2019 School Year for the purchase of College apparel up to a total value of \$150. To be eligible to receive this one-off reimbursement the Employee must provide a receipt of the items purchased and the amount paid. The reimbursement will only apply to items purchased on or after the commencement of the 2019 School Year. In the event that an Employee damages or loses the College apparel, the Employee will be responsible for the costs of replacement. The Employee is responsible for laundering the College apparel, where necessary.
- c) Meal Allowance – if the College requires an employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the College will provide a meal to the employee. The exceptions to this are: (i) if an employee could reasonably return home for a meal; or (ii) if it is not possible to provide a meal, the College will pay a meal allowance as per the Award rate to the Employee.
- d) Laundry Allowance – if the College requires an employee to wear protective clothing or a uniform for work, and they are responsible for laundering such clothing, the College will pay a laundry allowance as per the Award rate, to the Employee.

SIGNATORIES

For and on behalf of The College:

For and on behalf of the General Employees of
The College:

Signed: _____

Signed: _____

(Print Name): _____

(Print Name): _____

Position: _____

Position: _____

Address: _____

Address: _____

State _____

State _____

Postcode _____

Postcode _____

Signed by Witness: _____

Signed by Witness: _____

(Print Name - Witness): _____

(Print Name - Witness): _____

Date: / / 2023

Date: / / 2023

SCHEDULE 1 - SALARIES

Salaries set out in this Schedule will be paid effective from the dates indicated in this Schedule. All figures are full time annual base salaries.

ADMIN STAFF	CURRENT - 30th Jan 2023	Date of Successful Vote - 20 November 2023	15 January 2024	13 January 2025	12 January 2026	25 January 2027
GRADE	EBA FULL TIME RATE	2.00% increase	2.25% increase	2.25% increase	2.25% increase	2.25% increase
1.1	49,992	50,992	52,139	53,312	54,512	55,738
1.2	51,442	52,471	53,651	54,858	56,093	57,355
1.3	52,600	53,652	54,859	56,093	57,356	58,646
2.1	58,173	59,336	60,671	62,036	63,432	64,860
2.2	59,432	60,620	61,984	63,379	64,805	66,263
2.3	60,290	61,496	62,879	64,294	65,741	67,220
3.1	63,178	64,442	65,891	67,374	68,890	70,440
3.2	65,547	66,858	68,362	69,900	71,473	73,081
3.3	67,917	69,275	70,834	72,427	74,057	75,723
4.1	69,771	71,166	72,768	74,405	76,079	77,791
4.2	72,098	73,540	75,195	76,886	78,616	80,385
4.3	74,423	75,912	77,620	79,366	81,152	82,978
5.1	76,076	77,597	79,343	81,128	82,954	84,820
5.2	79,878	81,476	83,309	85,183	87,100	89,060
5.3	83,682	85,356	87,276	89,240	91,248	93,301
6.1	86,942	88,681	90,676	92,716	94,802	96,936
6.2	91,289	93,115	95,210	97,352	99,543	101,782
6.3	94,189	96,073	98,234	100,445	102,705	105,016
7.1	101,435	103,464	105,792	108,172	110,606	113,094
7.2	105,781	107,897	110,324	112,807	115,345	117,940
7.3	110,128	112,331	114,858	117,442	120,085	122,787
8.1	115,925	118,244	120,904	123,624	126,406	129,250
ED SUPPORT						
GRADE	EBA FULL TIME RATE					
1.1	48,842	49,819	50,940	52,086	53,258	54,456
1.2	50,259	51,264	52,417	53,597	54,803	56,036
1.3	51,391	52,419	53,598	54,804	56,037	57,298
2.1	56,835	57,972	59,276	60,610	61,974	63,368
2.2	58,065	59,226	60,559	61,921	63,315	64,739
2.3	58,904	60,082	61,434	62,816	64,229	65,674
3.1	61,725	62,960	64,376	65,825	67,306	68,820
3.2	64,039	65,320	66,789	68,292	69,829	71,400
3.3	66,355	67,682	69,205	70,762	72,354	73,982
4.1	68,167	69,530	71,094	72,694	74,330	76,002
4.2	70,440	71,849	73,465	75,118	76,809	78,537
4.3	72,711	74,166	75,834	77,541	79,285	81,069
5.1	74,326	75,812	77,518	79,262	81,046	82,869
5.2	78,041	79,602	81,393	83,224	85,097	87,011
5.3	81,757	83,392	85,269	87,187	89,149	91,155

6.1	84,943	86,642	88,591	90,584	92,623	94,707
6.2	89,190	90,974	93,021	95,114	97,254	99,442
6.3	92,022	93,863	95,975	98,134	100,342	102,600
7.1	99,102	101,084	103,359	105,684	108,062	110,493
7.2	103,348	105,415	107,786	110,212	112,691	115,227
7.3	107,595	109,747	112,216	114,741	117,323	119,963
8.1	113,259	115,524	118,123	120,781	123,499	126,278
IMT's						
4.3.3	83,493	85,163	87,079	89,039	91,042	93,091

Salaries for Ed Support employees are 97.7% of those for Admin Staff to reflect the different amount of time worked in a year:- It is normal and accepted practice that Ed Support employees start work in January at the same time as Teachers, which is approximately 3 days after Admin Staff start work, and Ed Support employees end work in December at the same time as Teachers, which is approximately 3 days before Admin Staff end work. Ed Support staff are paid on but not for those 6 non-work days, i.e.: they are treated the same as purchased leave.

An instrumental music teacher or tutor will be classified at Level 4.3.3. This level has been created to reflect the different set of skills, knowledge and attributes of employees at this level.

SCHEDULE 2 – TEMPLATE INDIVIDUAL FLEXIBILITY AGREEMENT

INDIVIDUAL FLEXIBILITY AGREEMENT between

Flinders Christian Community College

AND

..... (**Employee Name**)

1. This is an individual flexibility arrangement (**Arrangement**) made under clause 1.9 of the Flinders Christian Community College General Staff Enterprise Bargaining Agreement 2023 (**Agreement**).
2. This Arrangement will commence to operate on/...../..... (Date).

Variations to the Agreement

1. The College and the Employee agree to vary the application of the following term(s) of the Agreement, to meet the genuine individual needs of their College and Employee, as follows:

Term Of Agreement	How the application of each term will be varied
Arrangements for when work is performed	
Overtime Rates	
Penalty rates	
Allowances	
Leave Loading	

4. The College and the Employee acknowledge that they genuinely agree to this Arrangement, and that this Arrangement is not the result of any coercion or duress.
5. This Arrangement results in the Employee being better off overall than the Employee would have been if no Arrangement had been agreed. In particular, the variation(s)

referred to above result in the Employee being better off overall for the following reasons:

(insert)

This Arrangement may be terminated:

- a) by the College giving the Employee 28 days notice in writing that the agreement will cease to apply at the end of the notice period;
- b) by the Employee giving the College 28 days notice in writing that the agreement will cease to apply at the end of the notice period; or
- c) at any time, by written agreement between the College and the Employee.

Signed on/...../..... (*Date*)

Insert name of authorised Employer

Insert Name of Employee



COPY OF DOCUMENT FILED

Title of Matter: Application by Flinders Christian Community College Limited

Section: s.185 - Application for approval of a single-enterprise agreement

Subject: Application for approval of The Flinders Christian Community College General Staff Enterprise Bargaining Agreement 2023

Matter Number(s): AG2023/4620

In relation to the above matter, please find attached for your information a copy of the document which has been issued by the Fair Work Commission.

PR769529

Inquiries:

Any inquiries relating to this notice are to be directed to Luke Dalle Nogare, email: chambers.colman.dp@fwc.gov.au.

15 DECEMBER 2023

<p>Sent to:</p> <p>Stuart Cumming Flinders Christian Community College Limited stuart.cumming@flinders.vic.edu.au</p> <p>Liz Gilmour Independent Schools Victoria Liz.Gilmour@is.vic.edu.au</p> <p>Angela Lewis Angela.Lewis@flinders.vic.edu.au</p> <p>Kayla Frankel Kayla.Frankel@flinders.vic.edu.au</p> <p>Stephanie Costella</p>

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**Join the IEU
online today**

ieuvictas.org.au/join

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.

