



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Hester Hornbrook Academy Ltd
(AG2021/7581)

HESTER HORN BROOK ACADEMY ENTERPRISE AGREEMENT 2021-2023

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 15 OCTOBER 2021

Application for approval of the Hester Hornbrook Academy Enterprise Agreement 2021-2023.

[1] An application has been made for approval of an enterprise agreement known as the *Hester Hornbrook Academy Enterprise Agreement 2021-2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Hester Hornbrook Academy Ltd. The Agreement is a single enterprise agreement.

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

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

[4] The Australian Municipal, Administrative, Clerical and Services Union and the Independent Education Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 October 2021. The nominal expiry date of the Agreement is 31 December 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2021/7581

Applicant:
Hester Hornbrook Academy

Section 185 - Application for approval of a single enterprise agreement

UNDERTAKING – Section 190

I, Marie Scotson, General Manager - People, Quality & Safety, give the following undertaking with respect to the Hester Hornbrook Academy Agreement 2021-23 (“the Agreement”).

Undertaking 2 – Clause 52 – Overtime Rates

52.1 Part-time employees will receive a 25% payment for work in excess of agreed hours up to a maximum of 38 hours per week.

52.1 (i) full-time and part-time employees—150% of the minimum hourly rate for the first 3 hours Monday- Saturday and 200% for all time worked after and Sundays and 250% for Public Holidays and
(ii) casual employees—175% of the minimum hourly rate for the first 3 hours Monday- Saturday and 225% for all time worked after and Sundays and 275% for Public Holidays



Marie Scotson
General Manager
People, Quality & Safety
12 October, 2021



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**Hester Hornbrook Academy Enterprise
Agreement 2021 – 2023**

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

Table of Contents

Part One Application and Operation	4
1. Title	4
2. Introduction	4
3. Scope & application.....	4
4. Period of operation and nominal expiry date	5
5. No extra claims	5
6. Definitions	5
7. Flexibility agreements	7
Part two Consultation and Dispute Resolution	9
8. Consultation	9
9. School based consultation.	11
10. Dispute resolution	12
Part three Employment Relationship	14
11. Employment categories.....	14
12. Terms of appointment	16
13. Minimum employment period	16
Part four Conditions of Employment for all employees covered by the agreement.	17
14. Ordinary hours of work	17
15. Pro-rata non-teaching weeks	18
16. Breaks	18
17. Workload.....	18
18. Payment of wages.....	19
19. Salary and allowance increases	19
20. Salary packaging	19
21. Classifications and Salaries.....	20
22. Progression	31
23. Recognition of service and qualifications	31
24. Special Payments allowance	32
25. Vehicle allowance	32
26. Meal allowance.....	33
27. Superannuation legislation.....	33
28. Annual leave.....	35
29. Personal leave.....	35
30. Infectious disease leave	37
31. Compassionate leave	38
32. Parental leave.....	38
33. Public holidays.....	40
34. Community & jury service leave.....	41
35. Unpaid leave.....	41
36. Examination leave.....	42

37.	Qualification conferral leave	42
38.	Union training leave.....	42
39.	Family violence leave	42
40.	Annual review.....	45
41.	Supervision	45
42.	Performance and conduct management procedure	45
43.	Statement of employment	48
44.	Redundancy	48
45.	Breakage & loss	50
46.	First aid.....	50
47.	Accident make up pay	50
	Part five Conditions of employment for Teachers	51
48.	Hours of work.....	51
49.	Long Service Leave	51
50.	Notice of termination by the employer.....	52
	Part six Conditions of employment for Youth Workers and Education Support employees.	54
51.	Hours of Work	54
52.	Overtime	54
53.	Penalty Rates	55
54.	Long Service Leave	56
55.	Termination of employment.....	57
56.	Notice of termination by the employee	58
57.	Recall Arrangements for Education Support Officers	58
	SIGNATORIES	60

Part One Application and Operation

1. Title

This Agreement shall be known as the Hester Hornbrook Academy Enterprise Agreement 2021-2023

2. Introduction

The Hester Hornbrook Academy Ltd, is a public company limited by guarantee and holds registration with the Victorian Registration and Qualifications Authority as a registered Independent Specialist School. The Hester Hornbrook Academy Ltd is established as a charitable organisation to provide education to people to help them develop their own pathways away from disadvantage. Our aim is to reconnect young people with education and training and empower them to use these tools to build a positive future. Building on the evidence of what works, we provide both wellbeing and education supports to help people achieve their goals. Our classrooms are designed to support young people who have faced barriers to learning in the past.

3. Scope & application

3.1. The parties to this Agreement are:

- a) Hester Hornbrook Academy Ltd;
- b) Hester Hornbrook Academy employees covered by this Agreement, excluding the Hester Hornbrook Academy Principal, and Executive Leadership Team members (incl. Heads of Campus).
- c) Independent Education Union Victoria and Tasmania.
- d) Australian Services Union Victorian and Tasmanian Authorities and Services Branch.

3.2. This Agreement binds all Hester Hornbrook Academy Teachers, Youth Workers and Education Support employees listed in clause 21.

3.3. The Agreement contains all of the terms and conditions of employment for all employees covered by the Agreement.

3.4. This Agreement replaces the Educational Services (Teachers) Award 2010, SCHADS

Award 2010 and the Educational Services (Schools) General Staff Award 2020.

- 3.5. The National Employment Standards (NES) applies to all employees under this Agreement. Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the condition or entitlement set out in the NES prevails.

4. Period of operation and nominal expiry date

This Agreement will operate 7 days after the date it is approved by the Fair Work Commission and shall have a nominal expiry date of 31 December 2023.

Renegotiation of new agreement; the parties agree to commence renegotiations of the new collective agreement no later than 6 months prior to the expiry of this agreement.

5. No extra claims

No extra claims for increases in salaries and/or allowances or to terms and conditions of employment will be made by any party during the life of this Agreement.

6. Definitions

In this Agreement, unless the contrary intention appears:

- 6.1. **Act** means the *Fair Work Act 2009* (Cth), or its successor.
- 6.2. **Agreement** means the Hester Hornbrook Academy Agreement 2021 – 2023.
- 6.3. **Continuous service** means service with the employer and is made up of paid time at work consistent with an employee's type of employment, plus any time off work on approved paid leave. Unpaid leave shall not count as service with the exception of up to 12 months approved leave for a non-teaching employee but does not break an employee's continuity of service.
- 6.4. **De facto partner** is defined as a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis, whether the employee and the person are of the same sex or different sexes.
- 6.5. **Employee** means a Teacher, Youth Worker and Education Support Officer employed by Hester Hornbrook whose employment is at any time subject to the Agreement.
- 6.6. **Employer** means Hester Hornbrook Academy Ltd.

- 6.7. **Educator** is a qualified teacher with VIT registration or provisional VIT registration.
- 6.8. **Fair Work Commission or FWC** is the national workplace relations tribunal.
- 6.9. **Immediate family** means:
- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - c) the definition of immediate family includes a former spouse and former de facto partner.
- 6.10. **NES** means the National Employment Standards.
- 6.11. **Non-term weeks** means all days of the year that are not term weeks teaching students or specified as employee attendance for other duties as detailed in clause 14.7. Non-term weeks is not a period of authorised leave for the purpose of the Act.
- 6.12. **Non-teaching weeks** means a week in the school year other than a teaching week and includes periods designated as school holidays for students.
- 6.13. **Organisation** means Hester Hornbrook Academy Ltd, a subsidiary company of Melbourne City Mission.
- 6.14. **Principal** means the employee appointed by the employer to the most senior leadership position in a school.
- 6.15. **Representative** means a support person of the employee's choice including a union representative.
- 6.16. **School service date** means the date from which employees are paid at the commencement of the school year in their first year of service with the employer.
- 6.17. **School year** means the period of 12 months from the day employees are required to attend the school for the new educational year, as determined by the school, and includes term weeks and non-term weeks.
- 6.18. **Teaching week** means a week that occurs within the Hester Hornbrook Academy published school dates for students.
- 6.19. **VIT** means the Victorian Institute of Teaching (VIT) an independent statutory authority for the teaching profession, whose primary function is to regulate members of the teaching profession. It is a legal requirement for all teachers to be registered or provisionally registered with the VIT in order to be employed in a school.

7. Flexibility agreements

- 7.1. An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) the Agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed; and,
 - ii. allowances;
 - b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in clause 7.1a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
- 7.2. 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.
- 7.3. 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
 - e) states the day on which the arrangement commences.
- 7.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5. At any stage in the process of discussing or negotiating an individual flexibility agreement the employee may be supported by a representative.

- 7.6. 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 two Consultation and Dispute Resolution

8. Consultation

8.1. This clause applies if the employer:

- a) has made a definite decision to introduce major change to curriculum, organisation, 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

8.2. For a major change referred to in 8.1.a):

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses 8.3 to 8.8 apply.

8.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause. The employee/s are required to advise the employer of the identity of the representative.

8.4. 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 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.

8.5. However, the employer is not required to disclose confidential or commercially sensitive information.

Hester Hornbrook Academy Agreement 2021-2023

sensitive information to the relevant employees.

- 8.6. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees. For the purpose of this clause, the parties adopt the following comments made by Smith C. in CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257) “*Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons with a bona fide opportunity to influence the decision maker. Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals*”.
- 8.7. If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Enterprise of the employer, the requirements set out in paragraph 8.2.a) and subclauses 8.3 and 8.4 are taken not to apply.
- 8.8. In this clause, a major change is likely to have a significant effect on employees if it would result 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 (except within existing Hester Hornbrook Academy Ltd classrooms); or
 - g) the restructuring of jobs.
- 8.9. Major change likely to result in redundancy is also addressed in clause 44.

Change to regular roster or ordinary hours of work

- 8.10. For a change referred to in 8.1.b):
- a) the employer must notify the relevant employees of the proposed change; and
 - b) subclauses 8.3 to 8.8 apply.
- 8.11. For the purposes of clause 8.10, 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.

9 School based consultation.

9.1 Parties to the agreement are committed to continual, real and on-going consultation to maintain and identify further models for continuous improvement for the benefit of both the employees and employer. A Consultative Committee will be convened to facilitate communication between the employees and employer.

9.2 The Principal, on behalf of the Employer, shall consult with the Consultative Committee on matters such as on-going industrial issues, including but not limited to workload issues including, involvement in co-curricular activities, equity of workloads, levels of classroom support, other duties and the implementation of the Agreement. The parties agree to consult and negotiate within a reasonable timeframe on HHA policies which concern workload issues including, involvement in co-curricular activities, equity of workloads, levels of the classroom support and other duties; salary and remuneration; public holidays, leave and matters relating to the employment relationship. The consultative committee will comprise of:

- i. Three representatives of The Hester Hornbrook Academy including members of the Leadership Team, and or a manager from the teaching or school support staff area.
- ii. Three Employee representatives comprising of a Teacher representative, a youth worker/wellbeing representative and an Education Support Officer representative.

9.3 It is recognised that from time to time additional representation on behalf of HHA and sta

ff or the Union may be involved.

9.4 The committee will meet at least four (4) times a year with the Principal or the Principal's delegate. In addition, any member of the committee or the Principal may request that a meeting be convened.

9.5 All parties shall have the right to put forward issues for the Agenda and that Agenda will be circulated three days prior to the meeting and will be displayed on appropriate noticeboards. Meetings will take place within working hours.

9.6 Minutes of the committee meetings will be recorded and distributed to all Employees.

9.7 The recommendations of the Consultative Committee will be carried forward to management, who will respond in writing within seven (7) working days.

10. Dispute resolution

10.1. If a dispute relates to:

- a) a matter arising under the Agreement; or
- b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

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

10.3. In the first instance, the parties to the dispute should try to resolve the dispute at the workplace level, through discussions between the employee or employees and relevant supervisors and/or management.

10.4. If discussions at the workplace level do not resolve the dispute, the parties may involve more senior management and representatives to seek to resolve the dispute.

10.5. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

10.6. The Fair Work Commission may deal with the dispute in 2 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.

10.7. A decision that 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.

10.8. 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 reasonable 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.

10.9. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

Part three Employment Relationship

11. Employment categories

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

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

11.2. Full-time employment

A full-time employee is an employee engaged to 38 ordinary hours per week.

11.3. Part-time employment

- a) A part-time employee, fixed term or permanent, is one who is employed for less than 38 hours in any one week or 76 hours per fortnight, on a regular basis.
- b) The hours and specified days for a part-time employee will be provided in writing to each part-time employee. Variation to part-time hours will be by agreement.
- c) A part-time employee is entitled to the benefits under this Agreement on a pro-rata basis.

11.4. Fixed term employment

An employee may be employed for a fixed period of time not exceeding 12 months on either a full-time or part-time basis to:

- i. undertake a specified project or program for which funding has been made available for a set period;
 - ii. undertake a specified task which has a limited period of operation; or,
 - iii. replace an employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year without the required 7 weeks' notice.
- b) Where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended for up to a further 12 months.
 - c) The employer will endeavour to provide notice of non-renewal of a contract or offer of new contracts 7 weeks prior to the end of an existing fixed-term contract.

11.5. **Casual employment**

- a) Casual employees are those employees engaged in relieving work or work of an intermittent or casual nature and does not include an employee who could properly be engaged as a full-time or part-time employee. A casual employee is one whose engagement is terminable by an employer in accordance with the employer's requirements and has no expectation of ongoing work without the requirement of prior notice by either party.
- b) A casual engagement may be extended by agreement between the employee and the employer provided the total period of the engagement does not exceed one school term.
- c) Employees engaged on a casual basis shall be paid pro-rata the wages appropriate to the relevant year of experience and classification structure (where applicable), plus a loading of 25% of such hourly equivalent. Casual employees shall not be eligible for any annual or sick leave entitlements termination or redundancy provisions, or public holidays.
- d) A casual employee shall be engaged for a minimum of three consecutive hours each shift.
- e) Casual employees engaged with regular rostered shifts over a time span of 3 months or more shall be offered employment on a permanent or fixed-term basis and (if taken up) accrue entitlements accordingly should a permanent position exist. Fixed-term work will only be offered if the terms of clause 11.4 apply.

11.6. **Right to casual conversion**

- a) A casual employee may request to the employer to become a permanent employee in line with the NES.
- b) Where a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - i. the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - ii. if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.3.

- c) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- d) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- e) Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- f) Nothing in this clause requires an employer to increase the hours of a casual employee seeking conversion to full-time or part-time employment.

12. Terms of appointment

- 12.1. On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating at a minimum:
- a) date of commencement;
 - b) the classification and rate of salary applicable on commencement;
 - c) where the employee is engaged on a part-time basis, the hours and specified days;
 - d) duties;
 - e) the Agreement under which they are employed; and,
 - f) where the employee is engaged on a fixed-term basis, the expiry date of the employment.

13. Minimum employment period

- 13.1. A fulltime and part-time 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 first six months of the employee's employment, the employer does not need to comply with clauses 44, 45 and 46 or any due process, performance or conduct management policies or procedures in place from time to time.
- 13.3. During the minimum employment period either the employer or the employee may terminate employment with two (2) term weeks' notice or payment in lieu of notice.

**Part four Conditions of Employment for all employees
covered by the agreement.**

14. Ordinary hours of work

- 14.1. The ordinary hours for a full-time Teaching employee are 38 hours per week averaged over a 12-month period. A full-time Education Support, or Youth Worker is engaged to work 38 ordinary hours per week.
- 14.2. The attendance of employees at school is flexible outside of requirements to attend for teaching and for regular and scheduled duties. Attendance will be recorded for health and safety purposes.
- 14.3. In addition, an employee is required to work such reasonable additional hours as are necessary to perform the professional duties.
- 14.4. All full time Teachers and Youth Workers load will not exceed 20 hours of scheduled face to face class time per week. Currently staff have 16 hours of face-to-face teaching time. When a change of registration to a VCE provider from a VCAL provider occurs, up to 20 hours of face-to-face teaching time may be required. Scheduled class time shall include:
- a) All scheduled classes or activities allocated to the Teacher and Youth Workers during normal school time.

Scheduled class time does not include.

- b) Break supervision
- c) Curriculum activity sessions; for example, professional learning, teaching and learning PLCs,

With agreement between the Principal and the relevant Employee, the Employee may be allocated scheduled class time in excess of the limits set out.

- 14.5. An employee classified as a graduate will be allocated reduced hours of classroom teaching of a maximum of 17 hours per week.
- 14.6. The employer may expect a part-time employee to undertake a proportionate number of duties normally expected of full-time employee.
- 14.7. The maximum number of days that the employee will be required to attend during term weeks and non-term weeks will be 205 in each school year, subject to the exceptions detailed in clause 14.8.
- 14.8. In exceptional circumstances, such as the requirement to provide pastoral care to a

student or students in the event of a tragic event. Such time is not included when calculating the 205 employee attendance days.

- 14.9. Hester Hornbrook Academy will provide a calendar of term dates and provisional professional development dates by the end of October each year for the following school year. Hester Hornbrook Academy will endeavour to complete this earlier wherever possible.

15. Pro-rata non-teaching weeks

- 15.1. If an employee's employment is terminated or an employee resigns prior to the end of the term 4 in any school year, or an employee works only part of a school year, the employee is entitled to a payment for non-teaching weeks pro-rata in relation to their teaching weeks for that school year pursuant to the following formula:

$$\frac{\text{Number of employee's teaching weeks}}{\text{Total number of teaching weeks at the school}} \times \text{Non-teaching weeks at the school} - \text{Non-teaching weeks already taken by the employee}$$

- 15.2. Where an employee takes unpaid leave of more than 5 days during the teaching weeks, the number of teaching weeks will be reduced by the number of weeks taken.
- 15.3. Non-teaching weeks will be the same period of time for all employees, unless otherwise agreed between the employer and an employee.

16. Breaks

An employee, who is engaged to work more than five hours on a day, will be entitled to an unpaid meal break of 30 consecutive minutes, which commences no later than five hours after commencing work.

17. Workload

No employee shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the work of employees the employer shall attempt to provide for equitable workloads across the Hester Hornbrook Academy and amongst employees, including pro-rata overall workloads for part-time employee

18. Payment of wages

Wages will be paid fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee.

19. Salary and allowance increases

- 19.1. All employees transition to the new salary classification structures in the first full pay period on or after FWC approval of this Agreement which are effective from 1 April 2021.
- 19.2. A 2% wage increase will apply from the first full pay period on or after 1 April 2021.
- 19.3. A further 2% wage increase will apply from the first full pay period on or after 1 April 2022.
- 19.4. A further 2% wage increase will apply from the first full pay period on or after 1 April 2023.

20. Salary packaging

- 20.1. All employees shall have access to salary packaging.
- 20.2. Employees are responsible for all costs associated with the administration of their salary package arrangement.
- 20.3. Where legislative (e.g. Fringe Benefit Tax Act 1986 and/or Income Tax Assessment Act) or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, the employer will not be liable to make up the salary benefits lost by an employee as a consequence of such change and where other changes have the effect of increasing the cost of packaging to the employer then these costs shall either be paid by the employee participating in packaging or the employee may choose to cease the arrangement.
- 20.4. Employees are encouraged to seek independent financial advice prior to entering into a salary packaging arrangement to ensure their package provides the maximum financial benefit.

21. Classifications and Salaries

Teacher Classifications

Classroom Teacher

The classroom teacher classification comprises two salary ranges – Teacher 1 and Teacher 2. The primary focus of the teacher is on the planning, preparation and teaching of programs to achieve specific student outcomes. The teacher engages in critical reflection and inquiry in order to improve knowledge and skills to effectively engage students and improve their learning. All Teacher 1 and Teacher 2 will have full VIT registration.

As the teacher gains experience their contribution to the school program beyond the classroom increases.

All teachers will be required to undertake other duties in addition to their rostered teaching duties provided the responsibility is appropriate to the salary range, qualifications, training and experience of the teacher.

Graduate Teacher 1.1 – 1.2

- Under guidance, new entrants to the teaching profession will plan and teach student groups in one or more subjects and are expected to participate in induction programs and other professional learning activities that are designed to ensure the integration of curriculum, assessment and pedagogy across the school.
- Move from provisionally registered to full registration with the VIT.
- Work under an allocated mentor in the first 12 month and are required in the second year to complete the process for full VIT registration.

Teacher 1 1.3 – 1.4

- Responsible for teaching their own classes and may also assist and participate in policy development, project teams and the organisation of co-curricular activities.
- The focus here is on classroom management, subject content and teaching practice, with a focus on Applied Learning in Literacy, Numeracy and other vocational related subjects.
- Teachers are skilled, they operate under general direction within clear guidelines

following established work practices and documented priorities and may have responsibility for the supervision and training of one or more pre-service teachers.

Teacher 2 2.1 – 2.6

- A critical component of this work will focus on increasing the knowledge base of staff within the school about student learning and high-quality instruction to assist less experienced staff to define quality teacher practice.
- Have the content knowledge and pedagogical practice to meet the diverse needs of all students.
- Model exemplary classroom practice and mentor/coach other teachers in the school to engage in critical reflection of their practice and to support staff to expand their capacity.
- Provide expert advice about the content, processes and strategies that will shape individual and school professional learning.
- Supervise and train one or more pre-service teachers.
- Assist staff to use student data to inform teaching approaches that enable targets related to improving student learning outcomes to be achieved.

LEADING TEACHER 1 3.1 – 3.2

- Demonstrating high-level expertise in teaching and learning practice and supporting teachers to seek, analyse and act on feedback on their practice. Modelling exemplary classroom practice including through teaching demonstration lessons, team teaching and classroom observations.
- Working with the school leadership team to develop a shared view of highly effective teacher practice.
- Leading and modelling the implementation of whole-school improvement strategies related to curriculum planning and delivery.
- Playing a key role in the provision of professional learning, including through developing processes and protocols for observation and feedback of teacher practice and peer collaboration.
- Providing evidence-based feedback to teaching staff to inform their effectiveness and

Development.

- Developing and promoting school-wide professional learning structures, processes and protocols through all staff meetings and professional learning teams
- Providing expert advice about the content, processes and strategies that will shape individual and school professional learning.
- Mentor new staff and student teachers to develop the capacity of staff to understand how to deliver engaging curriculum in a flexible secondary setting.

Leading - Learning Specialists

- Leading and managing the implementation of whole-school improvement initiatives related to the school strategic plan and yearly action plans.
- Leading and managing the provision of professional learning and developing individual and team performance and development plans for teaching staff within the priorities of the school.
- Leading the development of curriculum in a major learning area and assessment and moderation development in other areas.
- Modelling exemplary use of student data to inform teaching approaches.
- Developing and promoting school-wide professional learning structures, processes and protocols through all staff meetings and professional learning teams Contributing to the overall leadership and management of the school.
- Leading and managing staff performance and development
- Developing and managing the school processes and procedures.

Effective after FWC approval		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$36.47	\$72,058.00
Level 1.2	\$39.21	\$77,474.00
Level 1.3	\$40.65	\$80,332.00
Level 1.4	\$42.15	\$83,297.00
Level 2.1	\$43.71	\$86,370.00
Level 2.2	\$45.33	\$89,577.00
Level 2.3	\$46.99	\$92,862.00
Level 2.4	\$48.73	\$96,289.00
Level 2.5	\$50.53	\$99,842.00
Level 2.6	\$54.66	\$108,003.00
Level 3.1	\$57.23	\$113,079.00
Level 3.2	\$60.03	\$118,620.00

Effective 1 April 2021 (2% increase)		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$37.20	\$73,499.16
Level 1.2	\$39.99	\$79,023.48
Level 1.3	\$41.47	\$81,938.64
Level 1.4	\$43.00	\$84,962.94
Level 2.1	\$44.58	\$88,097.40
Level 2.2	\$46.24	\$91,368.54
Level 2.3	\$47.93	\$94,719.24
Level 2.4	\$49.70	\$98,214.78
Level 2.5	\$51.54	\$101,838.84
Level 2.6	\$55.75	\$110,163.06
Level 3.1	\$58.37	\$115,340.58
Level 3.2	\$61.23	\$120,992.40

Effective 1 April 2022 (2% increase)		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$37.94	\$74,969.14
Level 1.2	\$40.79	\$80,603.95
Level 1.3	\$42.30	\$83,577.41
Level 1.4	\$43.86	\$86,662.20
Level 2.1	\$45.48	\$89,859.35
Level 2.2	\$47.16	\$93,195.91
Level 2.3	\$48.89	\$96,613.62
Level 2.4	\$50.70	\$100,179.08
Level 2.5	\$52.57	\$103,875.62
Level 2.6	\$56.87	\$112,366.32
Level 3.1	\$59.54	\$117,647.39
Level 3.2	\$62.46	\$123,412.25

Effective 1 April 2023 (2% increase)		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$38.70	\$76,468.53
Level 1.2	\$41.61	\$82,216.03
Level 1.3	\$43.14	\$85,248.96
Level 1.4	\$44.73	\$88,395.44
Level 2.1	\$46.38	\$91,656.53
Level 2.2	\$48.11	\$95,059.83
Level 2.3	\$49.87	\$98,545.90
Level 2.4	\$51.71	\$102,182.66
Level 2.5	\$53.62	\$105,953.13
Level 2.6	\$58.00	\$114,613.65
Level 3.1	\$60.73	\$120,000.34
Level 3.2	\$63.70	\$125,880.49

Education Support Class

EDUCATION SUPPORT CLASS LEVEL 1.1 – 1.3

- Undertakes routine tasks that are usually carried out under close supervision and direction.
- Providing general assistance of a supportive nature to teachers, as directed.
- Assisting with the collection, preparation and distribution of classroom materials.
- Work that carries some degree of independence will generally involve a limited number of tasks performed on a regular basis where priorities are clear, procedures are well established, and direction is readily available.

EDUCATION SUPPORT CLASS LEVEL 2.1 – 2.5

- Specialised support to achieve specific outcomes is a feature of range 2.
- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved.
- Provides basic literacy and numeracy support and skill building in classrooms or a in small groups.
- Typically, this will involve accountability for a single function, (e.g. ensuring data is properly maintained) or the operation of a work area (e.g. managing the day to day operation of a school office) under the direction of the Principal or another member of leadership.
- Performs technical tasks that require a sound knowledge of basic technical and/or scientific principles that are used to develop and adapt work methods and make judgements where there are clear guidelines and limited options.
- Routine technical support in libraries, food technology, science and information technology laboratories would be typical examples.

EDUCATION SUPPORT CLASS LEVEL 3.1 – 3.5

- The role will usually impact beyond the work area or professional field. It seeks to gain co-operation of other staff members or members of the school community to achieve specific objectives, such as in school administration, operations or educational programs.

- Direction on targets and goals is provided but the position will have some degree of latitude in determining how they are achieved.
- This latitude will generally be limited by standard procedures and school policy.
- Deviation from standard procedures and school policy will require guidance and direction from senior management.

EDUCATION SUPPORT CLASS LEVEL 4.1 – 4.5

- Range 4 is distinguished by broader management responsibility, particularly in the areas of finance, human resource, delivery of professional student support services and/or clinical management and other support functions.
- Range 4 is responsible for managing a range of functions under a wide range of conditions, subject to the size and complexity of school operations. Objectives will, generally, be clearly defined; guidelines will be broad and day-to-day direction minimal.
- Begins to manage staff ensuring appropriate support levels are maintained across the school.
- Range 4 generally provides key support and timely advice to the leadership team and school council and liaises with the general school community (including parents/carers)

EDUCATION SUPPORT CLASS LEVEL 5.1 – 5.5

- Will usually be a member of the leadership team who is accountable for the development and delivery of key services that are integral to the effective operation of a school.
- Provides a range of services and/or undertakes the analysis of complex problems that form part of the policy framework and strategic direction.
- Provides expert advice in the professional field, which will influence the strategic approach to student support and learning
- Make decisions on complex intervention strategies, in accordance with professional and industry standards, that may have significant consequences for clients and their families.

EDUCATION SUPPORT CLASS LEVEL 6.1 – 6.5

- An education support class position at level 2 will have a primary responsibility for the management of significant areas or functions within the school to support the educational services being provided to students.
- In exercising the responsibility an education support class position at level 2 will have the authority to make all significant decisions relating to the program, budget and staff relating to their area of designated responsibility within the framework of the school's strategic plan, policies and budget

(These positions and classifications are often subject to the school size which will impact the amount of work required.)

Effective after FWC approval		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$24.13	\$47,672.00
Level 1.2	\$25.17	\$49,730.00
Level 1.3	\$26.36	\$52,094.00
Level 2.1	\$28.02	\$55,375.00
Level 2.2	\$29.11	\$57,514.00
Level 2.3	\$30.08	\$59,440.00
Level 2.4	\$31.09	\$61,431.00
Level 2.5	\$32.44	\$64,094.00
Level 3.1	\$34.00	\$67,187.00
Level 3.2	\$35.47	\$70,098.00
Level 3.3	\$36.66	\$72,435.00
Level 3.4	\$37.89	\$74,861.00
Level 3.5	\$39.80	\$78,643.00
Level 4.1	\$43.46	\$85,871.00
Level 4.2	\$44.91	\$88,747.00
Level 4.3	\$46.42	\$91,721.00
Level 4.4	\$47.97	\$94,793.00
Level 4.5	\$49.58	\$97,968.00
Level 5.1	\$52.96	\$104,642.00
Level 5.2	\$54.73	\$108,148.00
Level 5.3	\$56.56	\$111,771.00
Level 5.4	\$58.46	\$115,517.00
Level 5.5	\$60.46	\$119,473.00
Level 6.1	\$62.49	\$123,476.00
Level 6.2	\$64.80	\$128,044.00
Level 6.3	\$67.20	\$132,783.00
Level 6.4	\$69.68	\$137,695.00
Level 6.5	\$72.24	\$142,742.00

Effective 1 April 2021 (2% increase)		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$24.61	\$48,625.44
Level 1.2	\$25.67	\$50,724.60
Level 1.3	\$26.89	\$53,135.88
Level 2.1	\$28.58	\$56,482.50
Level 2.2	\$29.69	\$58,664.28
Level 2.3	\$30.68	\$60,628.80
Level 2.4	\$31.71	\$62,659.62
Level 2.5	\$33.08	\$65,375.88
Level 3.1	\$34.68	\$68,530.74
Level 3.2	\$36.18	\$71,499.96
Level 3.3	\$37.39	\$73,883.70
Level 3.4	\$38.64	\$76,358.22
Level 3.5	\$40.60	\$80,215.86
Level 4.1	\$44.33	\$87,588.42
Level 4.2	\$45.81	\$90,521.94
Level 4.3	\$47.35	\$93,555.42
Level 4.4	\$48.93	\$96,688.86
Level 4.5	\$50.57	\$99,927.36
Level 5.1	\$54.02	\$106,734.84
Level 5.2	\$55.83	\$110,310.96
Level 5.3	\$57.70	\$114,006.42
Level 5.4	\$59.63	\$117,827.34
Level 5.5	\$61.67	\$121,862.46
Level 6.1	\$63.74	\$125,945.52
Level 6.2	\$66.10	\$130,604.88
Level 6.3	\$68.54	\$135,438.66
Level 6.4	\$71.08	\$140,448.90
Level 6.5	\$73.68	\$145,596.84

Effective 1 April 2022 (2% increase)		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$25.10	\$49,597.95
Level 1.2	\$26.18	\$51,739.09
Level 1.3	\$27.43	\$54,198.60
Level 2.1	\$29.16	\$57,612.15
Level 2.2	\$30.28	\$59,837.57
Level 2.3	\$31.30	\$61,841.38
Level 2.4	\$32.34	\$63,912.81
Level 2.5	\$33.75	\$66,683.40
Level 3.1	\$35.38	\$69,901.35
Level 3.2	\$36.91	\$72,929.96
Level 3.3	\$38.14	\$75,361.37
Level 3.4	\$39.42	\$77,885.38
Level 3.5	\$41.41	\$81,820.18
Level 4.1	\$45.21	\$89,340.19
Level 4.2	\$46.73	\$92,332.38
Level 4.3	\$48.29	\$95,426.53
Level 4.4	\$49.91	\$98,622.64
Level 4.5	\$51.58	\$101,925.91
Level 5.1	\$55.10	\$108,869.54
Level 5.2	\$56.94	\$112,517.18
Level 5.3	\$58.85	\$116,286.55
Level 5.4	\$60.82	\$120,183.89
Level 5.5	\$62.90	\$124,299.71
Level 6.1	\$65.01	\$128,464.43
Level 6.2	\$67.42	\$133,216.98
Level 6.3	\$69.91	\$138,147.43
Level 6.4	\$72.50	\$143,257.88
Level 6.5	\$75.16	\$148,508.78

Effective 1 April 2023 (2% increase)		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$25.60	\$50,589.91
Level 1.2	\$26.71	\$52,773.87
Level 1.3	\$27.98	\$55,282.57
Level 2.1	\$29.74	\$58,764.39
Level 2.2	\$30.89	\$61,034.32
Level 2.3	\$31.92	\$63,078.20
Level 2.4	\$32.99	\$65,191.07
Level 2.5	\$34.42	\$68,017.07
Level 3.1	\$36.08	\$71,299.38
Level 3.2	\$37.65	\$74,388.56
Level 3.3	\$38.90	\$76,868.60
Level 3.4	\$40.20	\$79,443.09
Level 3.5	\$42.24	\$83,456.58
Level 4.1	\$46.12	\$91,126.99
Level 4.2	\$47.66	\$94,179.03
Level 4.3	\$49.26	\$97,335.06
Level 4.4	\$50.91	\$100,595.09
Level 4.5	\$52.61	\$103,964.43
Level 5.1	\$56.20	\$111,046.93
Level 5.2	\$58.08	\$114,767.52
Level 5.3	\$60.03	\$118,612.28
Level 5.4	\$62.04	\$122,587.56
Level 5.5	\$64.16	\$126,785.70
Level 6.1	\$66.31	\$131,033.72
Level 6.2	\$68.77	\$135,881.32
Level 6.3	\$71.31	\$140,910.38
Level 6.4	\$73.95	\$146,123.04
Level 6.5	\$76.66	\$151,478.95

Youth Workers

YOUTH WORKERS LEVEL 1.1 – 1.2 – Case Support Worker

- This level will involve employees in on-the-job training including familiarisation with the goals and objectives of the workplace.
- Employees will work under close direction and undertake routine activities which require the practical application of basic skills and techniques.
- The role may require the employ to exercise limited initiative.
- At this level further training and development is required.

YOUTH WORKERS LEVEL 2.1 – 2.5 – HHA Youth Worker – Case Manager

- Application of skill and knowledge gained through formal training or extensive industry experience.
- Employee will be expected to contribute knowledge and skills in establishing procedures in the appropriate work-related field.
- Role will involve supervision and mentoring of other staff.
- Employees will be expected to set professional goals and further develop professional knowledge and work method in consultation with their leader

YOUTH WORKERS LEVEL 3.1 – 3.4 – Senior Case Manager

- This role requires the staff member to demonstrate and model the skills and knowledge from Levels 1 – 2.
- Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's strategic plan and yearly annual implementation plans.
- This position will require a range of work functions; management of projects, timelines and budgets, and may involve supervision of other staff.
- Employee will be required to provide expert advice to employees classified at lower levels in both education and youth work.
- The Senior Case Manager roles will be determined by the Principal and will be advertised.

- Each campus may have at least one Senior Case Manager. The number will be determined by student cohort.

YOUTH WORKERS LEVEL 4.1 – 4.3 – Team Leader

- This role requires the staff member to demonstrate and model the skills from Levels 1 – 4.
- Employees will work with limited direction from senior employees or leadership and undertake a range of functions which includes developing policies, practice and guidelines as they need to be developed.
- Be expected to contribute to operation of the school, assist in the preparation of budgets, establish procedures and work practices and achieve strategic goals.
- Employees will be required to lead and manage staff performance and development and provide supervision of other staff.

Effective after FWC approval		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$31.40	\$62,046.00
Level 1.2	\$32.03	\$63,292.00
Level 2.1	\$36.86	\$72,836.00
Level 2.2	\$37.68	\$74,456.00
Level 2.3	\$39.06	\$77,190.00
Level 2.4	\$40.01	\$79,060.00
Level 2.5	\$41.87	\$82,736.00
Level 3.1	\$43.49	\$85,936.00
Level 3.2	\$43.67	\$86,292.00
Level 3.3	\$44.95	\$88,818.00
Level 3.4	\$45.63	\$90,165.00
Level 4.1	\$47.20	\$93,268.00
Level 4.2	\$48.22	\$95,282.00
Level 4.3	\$49.39	\$97,601.00

Effective 1 April 2021 (2% increase)		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$32.03	\$63,286.92
Level 1.2	\$32.67	\$64,557.84
Level 2.1	\$37.60	\$74,292.72
Level 2.2	\$38.43	\$75,945.12
Level 2.3	\$39.85	\$78,733.80
Level 2.4	\$40.81	\$80,641.20
Level 2.5	\$42.71	\$84,390.72
Level 3.1	\$44.36	\$87,654.72
Level 3.2	\$44.54	\$88,017.84
Level 3.3	\$45.85	\$90,594.36
Level 3.4	\$46.54	\$91,968.30
Level 4.1	\$48.14	\$95,133.36
Level 4.2	\$49.18	\$97,187.64
Level 4.3	\$50.38	\$99,553.02

Effective 1 April 2022 (2%increase)		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$32.67	\$64,552.66
Level 1.2	\$33.32	\$65,849.00
Level 2.1	\$38.35	\$75,778.57
Level 2.2	\$39.20	\$77,464.02
Level 2.3	\$40.64	\$80,308.48
Level 2.4	\$41.63	\$82,254.02
Level 2.5	\$43.56	\$86,078.53
Level 3.1	\$45.25	\$89,407.81
Level 3.2	\$45.43	\$89,778.20
Level 3.3	\$46.76	\$92,406.25
Level 3.4	\$47.47	\$93,807.67
Level 4.1	\$49.11	\$97,036.03
Level 4.2	\$50.17	\$99,131.39
Level 4.3	\$51.39	\$101,544.08

Effective 1 April 2023 (2% increase)		
Classifications	Hourly Rate	Annual Rate
Level 1.1	\$33.32	\$65,843.71
Level 1.2	\$33.99	\$67,165.98
Level 2.1	\$39.12	\$77,294.15
Level 2.2	\$39.99	\$79,013.30
Level 2.3	\$41.45	\$81,914.65
Level 2.4	\$42.46	\$83,899.10
Level 2.5	\$44.43	\$87,800.11
Level 3.1	\$46.15	\$91,195.97
Level 3.2	\$46.34	\$91,573.76
Level 3.3	\$47.70	\$94,254.37
Level 3.4	\$48.42	\$95,683.82
Level 4.1	\$50.09	\$98,976.75
Level 4.2	\$51.17	\$101,114.02
Level 4.3	\$52.42	\$103,574.96

22. Progression

- 22.1. On 1 April each year, all HHA employees will be eligible for progression from one pay point to the next within a level unless the employee has been found by the performance management process in clause 41 to be underperforming.
- 22.2. A part-time, casual, or a full-time employee who has worked only part of a school year, is required to have worked 150 attendance days at HHA and demonstrated competency as described in clause 20 to be eligible to progress to the next pay point. If these criteria is not met the employee will remain on the same classification.
- 22.3. Existing employees at the date this Agreement is approved will translate to the new classification structure.
- 22.4. Movement from Graduate Teacher to Teacher 1 will only occur if full VIT registration is attained.
- 22.5. Movement to classifications above Teacher 2 will only occur by way of successful application for an advertised Leading Teacher position.
- 22.6. Movement from a HHA Youth Worker – Case Manager Level 2, will only occur by way of successful application for a advertised Senior Case Manager and/or Team Leader Position.
- 22.7. Movement for an ESO from one level to the next will be determined on the role requirements and/or a successful application for reclassification at another salary classification.

23. Recognition of service and qualifications

- 23.1. On appointment, an employee will be classified and placed on the appropriate classification and level on the salary scale in clause 21, according to their qualifications and teaching experience.
- 23.2. For the purpose of this Agreement teaching experience does not include employment as a teacher in a TAFE program (unless the teacher is employed to teach a Vocational and Educational Training (VET) program in a school or in a VCAL program).
- 23.3. Hester Hornbrook Academy will recognise teaching experience in other school settings and classify employees accordingly.
- 23.4. Service as a part-time employee will normally accrue on a pro-rata basis according to the percentage of a full-time teaching load undertaken in any year; provided that

where the hours are more than 70% of a full-time load, service will count as a full-time year.

- 23.5. On engagement, the employer will require that the employee provide documentary evidence of VIT registration, qualifications and teaching experience.

24. Special Payments allowance

- 24.1. A special payments allowance will be paid to an employee where the employer requires the performance of administrative, pastoral care and/or educational leadership duties beyond those responsibilities normally expected of an employee.

- 24.2. The responsibility allowance is as follows:

Special Payments allowance	
Minimum payment allowance	\$1500.00 per annum.

- 24.3. This allowance is payable on all paid leave, including annual leave taken while the occupant holds the position.

- 24.4. Where the position of responsibility is shared, then payment may also be shared.

- 24.5. An allowance is linked to a position of responsibility rather than tied to an individual employee.

- 24.6. The Principal or delegate determines who is eligible for a special payment allowance.

- 24.7. This subclause applies to a position of responsibility, to which a rate of pay applies, that will be available for one school term or longer:

24.7.1 The Principal or Principal’s delegate will advertise position of responsibility.

24.7.2 An internal merit selection process will apply, applicants will be interviewed.

24.7.3 The appointment of an employee to a position of responsibility is at the discretion of the Principal or Principal’s delegate.

25. Vehicle allowance

Employees required by their employer to use their own motor vehicle in the performance of their duties shall be entitled to claim and, where such a claim is made, be paid an allowance at the rate per kilometre as prescribed from time to time by the Australian Taxation Office (ATO) for tax deduction purposes.

26. Meal allowance

- 26.1. The employer will supply an employee with a meal should the employer require an employee to remain onsite continuously until after 7pm on any day. Where the employer does not provide a meal a meal allowance of \$16.39 will be paid to the employee.
- 26.2. This allowance will increase in accordance with the wage increases detailed in clauses 19.1, 19.2 and 19.3.
- i) The allowance rate will increase to \$16.72 effective from the first pay period to commence on or after (FFPPOA) 1 April 2021.
 - (ii) The allowance rate will increase to \$17.05 effective from the first pay period to commence on or after (FFPPOA) 1 April 2022.
 - (iii) The allowance rate will increase to \$17.39 effective from the first pay period to commence on or after (FFPPOA) 1 April 2023.

27. Superannuation legislation

- 27.1. Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees.
- 27.2. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the employers default superannuation fund applies. HESTA superannuation is the HHA default fund which has a My Super product.
- 27.3. The rights and obligations in these clauses supplement those in superannuation legislation.

Employer contributions

- 27.4. An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- 27.5. Superannuation will be paid by the employer on pre-packaged salary.

Voluntary employee contributions

- 27.6. An employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 27.4.
- 27.7. An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee at any time in writing with two weeks' notice.
- 27.8. The employer must pay the amount authorised under clauses 27.4 and 27.5 no later than 28 days after the end of the month in which the deduction authorised under clauses 27.4 and 27.5 was made.

Superannuation fund

- 27.9. An employee who begins employment with the employer after the commencement of this Agreement will have access to the employers default superannuation fund, however the employee has choice of superannuation fund on the provision of an ATO Standard Choice form and the required evidence of fund compliance with regulations. If an employee does not make an election in response to this offer, the employer will pay the employee's superannuation contributions to the default fund and includes any superannuation scheme which may be made in succession thereto.

28. Annual leave

- 28.1. Annual leave is in accordance with the NES as amended from time to time, except where ancillary or supplementary terms are provided in this Agreement.
- 28.2. An employee is entitled to four (4) weeks annual leave on ordinary pay for every 12 months of continuous service on a pro rata and cumulative basis. For the purposes of this clause, ordinary pay is calculated on the standard hourly rate and does not include any penalty rates or allowances.
- 28.3. An employee must take annual leave during non-term weeks. Annual leave is deemed to be taken progressively during non-term weeks.
- 28.4. Public holidays that occur during a period of leave for employees in non-term weeks do not create an additional entitlement.

Annual leave loading

- 28.5. An employee (other than a casual employee) who has given continuous service for which salary has been received throughout the school year is entitled to annual leave loading of 17.5% on a maximum of four (4) weeks of annual leave.
- 28.6. An employee (other than a casual employee) who has given service for only part of the school year is entitled to annual leave loading on a pro rata basis.
- 28.7. Leave loading will be paid to employees on the first full pay period in December each year.

29. Personal leave

- 29.1. Personal leave can be taken as:
 - 30.1.1 Sick leave: leave taken by an employee when they cannot attend work because they are sick or injured.
 - 30.1.2 Carer's leave: leave taken by an employee to provide care for an immediate family or household member who is sick, injured, or has an unexpected emergency.
- 29.2. Paid personal leave is available to all employees except casuals. Casual employees are entitled to two days unpaid carer's leave per permissible occasion.
- 29.3. A full-time employee is entitled to 15 days personal leave each year. This is pro-rata for part-time employees, depending on their hours of work.

- 29.4. Paid personal leave accrues progressively on a fortnightly basis according to the number of ordinary hours worked and accumulates from year to year. Personal leave will be paid at the ordinary rate of pay.
- 29.5. Employees must take all reasonable steps to advise their line manager by phone of their absence from duty as near as practicable to, but preferably by 7.30am. Provided that if it is not practicable to inform the employer within the times specified above employees shall inform their employer as soon as practicable thereafter. Such advice shall state the nature of the illness, if it is a notifiable infectious illness such as gastroenteritis or influenza, and the estimated duration of the absence.
- 29.6. A certificate from a registered medical practitioner or registered health professional must be provided in respect of all absences on sick leave and carer's leave, with the exception of 5 single days of absence per year of service. A statutory declaration in support of an absence of up to 2 days duration may be provided in lieu of a medical certificate, on no more than two separate occasions in a school year.
- 29.7. When taking leave to care for or support members of their immediate family or household who require care or support due to an unexpected emergency, the employee must, if required by the employer, provide reasonable evidence, such as a statutory declaration detailing the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the employee.
- 29.8. Where the employer believes, on reasonable grounds, that an employee may have a medical condition that is causing an increased risk to their own or others' health and safety at work, the employer may require the employee to supply medical information sufficient to clarify whether such a risk exists, and what measures can be implemented to reduce or eliminate it. This may include contacting the employee's medical professional with the employee's consent.
- 29.9. Notwithstanding the above clauses, the employer reserves the right to request a medical certificate for any occasion of absence on personal leave either the working day before or after a public holiday.

30. Infectious disease leave

- 30.1. Employees who contract, or believe they have contracted, one of the infectious diseases listed in this clause notify their employer as soon as possible.
- 30.2. Employees (other than a casual employee) who contract an infectious disease through a contact in the area of employment shall be entitled to infectious diseases leave in accordance with the following scale, provided the employee provides medical advice that the disease was contracted through a contact at the school and the disease is evident in the school:
- i. Chicken pox (Varicella) – up to 5 working days leave with pay
 - ii. German measles (Rubella) – up to 5 working day leave with pay
 - iii. Hepatitis – leave with pay as decided by medical practitioner
 - iv. Influenza – up to 5 working days leave with pay
 - v. Measles (Morbelli) – up to 10 working days leave with pay
 - vi. Mumps – up to 10 working days leave with pay
 - vii. Rheumatic fever – leave with pay as decided by medical practitioner
 - viii. Scarlet fever – up to 10 working days leave with pay
 - ix. Whooping cough – up to 10 working days leave with pay
- 30.3. 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. In cases where employees contract influenza, the medical certificate must state the word "influenza" in full, and that the pathology result is present.

31. Compassionate leave

- 31.1. Full-time and part time employees will be entitled to up to 3 days paid leave on the occasion of a serious life-threatening injury or illness and/or death of a member of their immediate family, a person of significance or household member. The employee may be requested to provide appropriate documentary evidence to support the absence.
- 31.2. Casual employees are entitled to up to 2 days unpaid compassionate leave on each occasion.

32. Parental leave

- 32.1. Employees are entitled to parental leave in accordance with the provisions of the NES, as amended from time to time. Parental leave includes adoption-related parental leave for the placement of a child under 16 with the employee for adoption.

Paid Parental Leave

- 32.2. After the completion of 12 months' continuous service with the employer, full-time and part-time employees shall be entitled to the following paid parental leave:
- 33.2.1 In the case of the primary care giver, 14 weeks' paid leave.
 - 33.2.2 Proof of primary carer status, that would satisfy a reasonable person, may be required by the employer.
 - 33.2.3 In the case of the non-primary care giver, 3 week's paid leave.
- 32.3. Paid parental leave shall be paid at contracted hours on a normal fortnightly basis, or at double the quantum of leave at half pay and must commence within eight weeks of the birth or placement of the child.
- 32.4. The payment shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled).
- 32.5. An employee shall be entitled to work until their estimated date of confinement. If the employee continues to work during the 6-week period before the expected date of birth of the child, the employer may ask the employee to provide a statement from

their medical practitioner or midwife to the effect that continuing employment until the date of confinement is not a risk to the employee or the unborn child.

- 32.6. An employee who intends to proceed on parental leave should formally notify the employer of such intention at least 10 weeks prior to starting the leave, so that arrangements associated with their absence can be made. The employer should be provided with a medical certificate from a medical practitioner stating that the expected date of birth of the child, no later than 10 weeks prior to the expected date of birth (as stated in the medical certificate). For adoption-related parental leave, the employer may require evidence that would satisfy a reasonable person of the day or expected day of placement of the child.
- 32.7. An employee who intends to proceed on parental leave should apply in writing for the parental leave no later than 4 weeks prior to the first day of the intended continuous period of maternity leave.
- 32.8. In addition to the paid leave provided above, and in accordance with the NES, the primary care giver shall be entitled to an additional continuous period of unpaid leave to allow for absence during all or part of the first 24 months from when they assumed care of the child.
- 32.9. Employees are requested to advise of their intention to return to work in writing, with a minimum of four weeks' notice prior to the date they are due to return to work. If the employee wishes to make a request under clause 0 to return on a part-time basis, a request must be made as soon as possible, ideally no less than 7 weeks prior to the date upon which the employee is due to return to work from parental leave.
- 32.10. If an employee is required to attend ante-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary hours of work of an employee, then on production of satisfactory evidence of attendance at such appointment or class, the employee may access paid or unpaid personal leave. The employee must give the employer prior notice of the employee's intention to take such leave.

Right to Request

- 32.11. An employee entitled to parental leave pursuant to the provisions of clause 32 may request the employer to allow the employee:
- i. To extend unpaid parental leave by a further continuous period of leave not exceeding 24 months from date of birth or placement of child except by agreement;
 - ii. To return from a period of parental leave on a flexible work arrangement;
 - iii. To return from a period of parental leave on a part-time basis while the child is school age or under; and,
 - iv. To shorten a period of parental leave, upon 4 weeks' notice.
- 32.12. The employer will grant the request unless there are operational reasons that do not allow it.

Personal Illness Leave & Special Maternity Leave

- 32.13. The employee should, as soon as practicable, give notice to the employer of the taking of leave advising the employer of the period, or expected period, of the leave in accordance with the following:
- 32.14. Where the pregnancy terminates during the first 20 weeks otherwise than by the birth of a living child, the employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.
- 32.15. Where the pregnancy ends after 20 weeks otherwise than by the birth of a living child, the employee is entitled to paid special parental leave not exceeding the amount of paid parental leave available under clause 0, and unpaid parental leave thereafter.
- 32.16. Where an employee who is not yet on parental leave suffers an illness related to her pregnancy, she may take the personal leave she is entitled to and any further unpaid leave that a registered health practitioner certified as being necessary before returning to work.

33. Public holidays

An employee (other than a casual) shall be entitled to public holidays in accordance with the NES, which are gazetted Victorian public holidays. These days are non-student days and not counted as attendance days in calculations relating to staff attendance requirements.

34. Community & jury service leave

- 34.1. Community service leave is provided in accordance with the NES.
- 34.2. An employee required to attend for jury service during their ordinary working hours shall be granted leave with pay for the period during which attendance at court is required, less any amount received from the court by way of fee for attendance.
- 34.3. An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall provide to the employer proof of attendance, the duration of such attendance and advise the amount received in respect of such jury service.

35. Unpaid leave

- 35.1. The employer through its unpaid leave provision enables employees to undertake leave without pay for up to 52 weeks with the right to return to their previous position or a similar one on their return. Such leave will be taken by mutual agreement between the employer and the employee.
- 35.2. Unpaid leave is granted at the discretion of the employer. The circumstances in which the manager may grant unpaid leave include, but are not limited to, the following:
 - i. personal study leave;
 - ii. parental and child care arrangements;
 - iii. Australian Defence reserves service;
 - iv. caring responsibilities;
 - v. ceremonial leave;
 - vi. accompanying a partner on a posting;
 - vii. to deal with an emergency or disaster;
 - viii. bereavement; or,
 - ix. extended illness or incapacity to work.
- 35.3. Applications for unpaid leave should be made in writing and include how long it is anticipated that leave will be required and why leave is required. The applicant will receive a response in writing.

- 35.4. Authorised unpaid leave does not break the continuous employment of an employee but is not counted in calculating an employee's period of service for any purpose of annual or personal leave. Authorised unpaid leave for periods of up to 12 months does count towards Long Service Leave accrual, for those employees covered by the Long Service Leave Act 2018

36. Examination leave

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

37. 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 if conferring falls within regular work hours.

38. Union training leave

- 38.1. One employee appointed as a union delegate shall be entitled to up to two days paid leave per calendar year, non-cumulative, to attend union training courses/seminars conducted or approved by the relevant union.
- 38.2. The employee must provide official written confirmation from the union of their appointment as a union delegate and the relevance of such training/seminars to their role of delegate. This may be an email from the union organiser.

39. Family violence leave

- 39.1. The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to employees that experience family violence.
- 39.2. This clause applies to all employees, including casuals.
- 39.3. In this clause family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control

the employee and that causes them harm or to be fearful. In this clause family member means:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of family member in clause 41.3 includes a former spouse or de facto partner.

Leave entitlement

39.4. A part-time or full-time employee experiencing family violence is entitled to up to 20 days per year of paid family violence leave (non-cumulative) for the purpose of doing something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days, including half days.

39.5. The reasons for which an employee may take leave include:

- i. attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- ii. relocation or making other safety arrangements; or
- iii. accessing police services; or
- iv. other activities reasonably associated with the experience of family violence.

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

39.6. Where appropriate the employer will offer an employee experiencing family violence a broad range of support, including:

- a) access to accrued paid and unpaid leave for absences due to family violence experienced by the employee;

b) flexible working arrangements, including changes to working times consistent with the needs of the work unit;

c) changing work location, telephone number or email address;

d) referral to the Employee Assistance Program (EAP).

39.7. The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

39.8. Notice and evidence requirements

a) An employee must give their employer notice of the taking of paid or unpaid family violence leave by the employee. The notice must be given to the employer as soon as practicable (which may be a time after the leave has started); and must advise the employer of the period, or expected period, of the leave.

b) Evidence of family violence that would satisfy a reasonable person may be required. 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 56 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.

39.9. Confidentiality:

a) The employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 55.7 is treated confidentially, in line with confidentiality policies and legalisation.

b) Nothing in clause 55 prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

c) Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The

employer will endeavour to consult with such employees regarding the handling of this information

40. Annual review

- 40.1. An annual review meeting (or as similarly termed) will be held each year with each employee and the supervisor. The meeting will provide an opportunity for:
- a) reflection.
 - b) feedback on work performance; and,
 - c) a plan for future development and training.
- 40.2. Annual review meetings will not be used to deal with performance or conduct concerns.

41. Supervision

- 41.1. Supervision may be held regularly during the year, designed to:
- i. review student issues and support the employee's professional practice;
 - ii. ensure that job objectives are achieved through a framework of support and accountability; and,
 - iii. ensure that employees carry out their roles and responsibilities, to reach expected outcomes in line with service standards and procedures.
- 41.2. Both parties will ensure key discussion points/agreed actions are recorded. If items are not agreed upon, they will be recorded as so, if required.
- 41.3. Supervision meetings will not be used to deal with performance or conduct concerns.

42. Performance and conduct management procedure

Application

- 42.1. The employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:
- i. where an employee's employment is terminated during the minimum employment period pursuant to clause 13; or
 - ii. for a casual employee.

Performance management

- 42.2. Where the employer is considering disciplinary action or termination of employment for reasons related to the employee's performance, the employer will implement the procedure in this clause.
- 42.3. A formal performance management procedure will commence with the employer advising the employee in writing of:
- i. the employer's concern(s) with the employee's performance;
 - ii. the time, date and place of the first formal meeting to discuss the employee's performance;
 - iii. the employee's right to be accompanied by a nominee of the employee's choice at all meetings scheduled to discuss the employee's performance;
 - iv. the employer's right to terminate the employment should the procedure not resolve the employer's concern(s).
- 42.4. Formal performance management meetings will:
- i. include discussion of the employer's concern(s) with the employee's performance;
 - ii. give the employee an opportunity to respond to the employer's concern(s);
 - iii. include discussion of any counselling or assistance, where appropriate, available to the employee;
 - iv. provide documentation and evidence to the employee, where appropriate and in line with procedural fairness;
 - v. set reasonable periods of review, as appropriate.
- 42.5. If, after following the procedure in this clause, the employer's decision is to terminate the employment of the employee, then the employer will give the required period of notice or payment in lieu of notice.

Conduct management

- 42.6. Where the employer is considering disciplinary action or termination of employment for reasons related to an employee's conduct, the employer will implement the procedure in this clause.
- 42.7. The employer will advise the employee in writing of:

- i. the employer's concern(s) with the employee's conduct;
- ii. the time, date and place of the meeting to discuss the employee's conduct;
- iii. the employee's right to be accompanied by a nominee of the employee's choice at any meeting scheduled to discuss the employee's conduct;
- iv. the employer's right to terminate the employee's employment should the employer's concern(s) not be resolved.

42.8. The formal conduct management meeting(s) will:

- i. include discussion of the employer's concern(s) with the employee's conduct;
- ii. provide documentation and evidence to the employee, where appropriate and in line with procedural fairness;
- iii. give the employee an opportunity to respond to the employer's concern(s) and allegations.

42.9. Concern(s) with an employee's conduct may be resolved by:

- i. summary dismissal; where the employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the employer to continue the employment, and the employer has the right to dismiss the employee without notice;
- ii. issuing the employee with a warning or a final warning in writing;
- iii. terminating the employment of the employee in accordance with the relevant notice provision;
- iv. other action or no action, appropriate to the situation.

43. Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

44. Redundancy

- 44.1. Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 44.2. This clause is read in accordance with clause 8.
- 44.3. The Principal will consider expressions of interest for voluntary redundancies prior to involuntary redundancies, where appropriate.

Part-time employees

- 44.4. If a part-time employee's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of clause 44 including severance pay. Any variations to the time fraction of part-time employees will be subject to consultation and discussion where both the needs of the employee and the school are considered. Where a part-time employees hours are reduced without their consent the normal pay rate will apply for a notice period of 7 terms weeks.
- 44.5. Where employment is terminated in accordance with clause 44.1, the employer:
- i. will endeavour to redeploy the employee into another position within Hester Hornbrook Academy or Melbourne City Mission. Where the employee is redeployed, they do not have the right to a redundancy package.
 - ii. in the event that redeployment is not possible within Hester Hornbrook Academy or Melbourne City Mission, Melbourne City Mission reserves the right to endeavour to find agreed alternative employment with another employer and if an offer of suitable alternative employment is rejected by the employee, a redundancy will apply.

Transfer to lower paid duties

- 44.6. Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to under the NES if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

Severance pay

- 44.7. An employee whose employment is terminated by reason of redundancy shall be entitled to the following amount of severance pay in respect of continuous period of service:

Employee's period of continuous service	Severance Pay
Less than 1 year	Nil
1 –2 years	4 weeks
2 –3 years	6 weeks
3 – 4 years	7 weeks
4 – 5 years	8 weeks
5 – 6 years	10 weeks
6 – 7 years	11 weeks
7 – 8 years	13 weeks
8 – 9 years	14 weeks
9 – 10 years	16 weeks
10 years and over	12 weeks

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

Employee leaving during notice period

- 44.8. An employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause as if they had they remained with the employer until the expiry date of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.

Time off during the notice period

- 44.9. Where the employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay per week for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee and agreed with the employer.

45. Breakage & loss

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

46. First aid

Employees may be required to undertake First Aid training and refresher training at the employer's cost.

47. Accident make up pay

Entitlement

- 47.1. The employer will pay accident make up pay during an incapacity for an employee as defined by the Workplace Injury Rehabilitation and Compensation Act 2013 as amended from time to time:
- i. until the incapacity ceases; or
 - ii. until the expiration of an aggregate of 39 weeks.
- 47.2. Accident make up pay is the amount equivalent to the difference between the weekly compensation and the amount that would be payable to the employee as their salary, as if the employee had been performing their normal duties, in the aggregate of up to 39 weeks, but only for so much of that period as the employee remains employed by the employer.
- 47.3. The employer will not be liable for accident make up pay for employees who lodge their claim post their employment with the organisation.
- 47.4. In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act, the liability of the employer to pay accident make up pay will end from the date of this redemption.

Part five Conditions of employment for Teachers

48. Hours of work

- 48.1. The ordinary hours for a full-time employee are 38 hours per week averaged over a 12 month period.

49. Long Service Leave

- 49.1. All HHA Teacher employees are entitled to long service leave of 6 months at base rate of pay on the completion of 15 years of continuous service, with an additional 2 months of long service leave for every 5 years thereafter.
- 49.2. The eligibility and accrual of long service leave for a casual employee will be as per the provisions of the Victorian Long Service Leave Act 2018.
- 49.3. Subject to operational requirements and in accordance with the employer's related procedures employees may apply to access accrued pro-rata long service leave entitlements after 7 years' continuous service.
- 49.4. Any such employee with 7 years' service whose employment is terminated for any cause will be entitled to be paid their accrued long service leave entitlement.
- 49.5. Long service leave shall be paid at the normal rate of pay at the time of taking the leave or on termination. For the purpose of this clause, this means the standard hourly rate of pay.
- 49.6. By mutual agreement, long service leave entitlements may be taken as double the quantum of leave at half pay or part thereof. Where an employee has had both full-time and part-time service, the employee may elect, to the extent of their entitlement, the proportion of the leave entitlement to be taken as full-time or part-time long service leave. Where the employee is considering making such a request, Hester Hornbrook Academy recommends that the employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request. Hester Hornbrook Academy will not be liable for any costs incurred by the employee in relation to the seeking of financial advice.
- 49.7. The timing and length of any periods of long service leave will be by agreement

between the employee and the employer. A minimum of 2 weeks of long service leave must be taken at any one time unless otherwise agreed by both parties however shorter periods of LSL may be approved subject to operational requirements. Employees should attempt to give at least three months' notice and endeavour to take long service leave as whole school terms to facilitate relief arrangements.

All other entitlements to long service leave not expressly provided in this clause will be in accordance with the Victorian Long Service Leave Act 2018.

50. Notice of termination by the employer

- 50.1. In order to terminate the employment of an employee (other than a casual employee), at least seven term weeks' notice (inclusive of the notice required under the NES) shall be given by the employer.
- 50.2. If the appropriate notice is not given, the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice may be made, provided that the total weeks' notice and weeks' payment instead equal seven.
- 50.3. Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual employee may be terminated by one day's notice. There is, otherwise, no entitlement to notice or redundancy payments, except the employer will endeavour to keep the casual employee informed of expected employment dates for their planning purposes.
- 50.4. In calculating any payment in lieu of notice, the wages to be used shall be those an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated.
- 50.5. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of employees covered under clause 10.5.

Notice of termination by the employee

- 50.6. The notice of termination required to be given by an employee shall be the same as that required of the employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- 50.7. Subject to financial obligations imposed on an employer by any Act, if an employee fails to give the required notice, the employer shall have the right to withhold moneys

due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of two weeks less any period of notice actually given by the employee.

Part six Conditions of employment for Youth Workers and Education Support employees.

51. Hours of Work

- 51.1. Ordinary hours of work for a full-time employee are 38 hours per week.
- 51.2. The ordinary hours of work for a part-time employee will be in accordance with clause 11.3.
- 51.3. The ordinary hours of work for a casual employee will be in accordance with clause 11—Casual employees and will be a maximum of 38 hours per week.
- 51.4. An employee’s ordinary hours of work may be averaged over a period of:
 - a) For all employees—76 hours over 2 weeks or 152 hours over 4 weeks.
- 51.5. The ordinary hours of work for Education Support and Youth Workers will be performed on any day Monday-Friday between 07:00am and 7:00pm.

52. Overtime

52.1. Definition of overtime

Overtime is any authorised work performed outside of or in excess of the ordinary or rostered hours.

Overtime rates

(a) Where an employee works overtime the employer must pay the employee overtime rates as follows

	Full-time and part-time employees	Casual employees
For overtime worked on	% of minimum hourly rate	% of minimum hourly rate
Monday to Saturday— first 3 hours	150	175
Monday to Saturday— after 3 hours	200	225

Sunday	200	225
Public holidays	250	275

(i) full-time and part-time employees—**150%** of the minimum hourly rate for all time worked and

(ii) casual employees—**175%** of the minimum hourly rate for all time worked.

(iii) Overtime will be calculated daily.

Reasonable additional hours—part-time employees

(a) An employer may require a part-time employee to work reasonable additional hours.

(b) The employee will be paid for all additional hours at the applicable hourly rate for all hours worked that:

(i) fall within the applicable daily spread of hours in clause 51.5;

(ii) do not result in the employee working more than 8 hours on that day; and

(iii) do not result in an employee:

working more than the allowed maximum weekly ordinary hours;

53. Penalty Rates

Saturday and Sunday work

53.1. (a) An employee other than an employee covered by clause required to work ordinary hours on a Saturday or Sunday will be paid the following:

(i) **150%** of the minimum hourly rate for ordinary hours worked on a Saturday; and

(ii) **200%** of the minimum hourly rate for ordinary hours worked on a Sunday.

Broken shifts

53.2. An employee, other than a casual employee, rostered to work ordinary hours in a broken shift will be paid the minimum hourly rate plus a broken shift penalty of 15%

of the minimum hourly rate with a minimum payment as for 2 hours for each period of duty.

54. Long Service Leave

- 54.1. All HHA Youth Worker, Education Support employees are entitled to 13 weeks long service leave (LSL) after a period of employment of 15 years. Employees may take long service leave on a pro-rata basis after seven (7) years' service. On termination of employment with HHA, an employee with 7 years' service will be entitled to be paid their accrued long service leave entitlement.
- 54.2. The eligibility and accrual of long service leave for a casual employee will be as per the provisions of the Victorian Long Service Leave Act 2018.
- 54.3. Subject to operational requirements and in accordance with the employer's related procedures employees may apply to access accrued pro-rata long service leave entitlements after 7 years' continuous service.
- 54.4. Any such employee with 7 years' service whose employment is terminated for any cause will be entitled to be paid their accrued long service leave entitlement.
- 54.5. Long service leave shall be paid at the normal rate of pay at the time of taking the leave or on termination. For the purpose of this clause, this means the standard hourly rate of pay.
- 54.6. By mutual agreement, long service leave entitlements may be taken as double the quantum of leave at half pay or part thereof. Where an employee has had both full-time and part-time service, the employee may elect, to the extent of their entitlement, the proportion of the leave entitlement to be taken as full-time or part-time long service leave. Where the employee is considering making such a request, Hester Hornbrook Academy recommends that the employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request. Hester Hornbrook Academy will not be liable for any costs incurred by the employee in relation to the seeking of financial advice.
- 54.7. The timing and length of any periods of long service leave will be by agreement between the employee and the employer. LSL can be taken for any period of not less than one day, at a time agreed by the parties. Employees should attempt to give at least three months' notice and endeavour to take long service leave as whole school terms to facilitate relief arrangements.
- 54.8. All other entitlements to long service leave not expressly provided in this clause will

be in accordance with the Victorian Long Service Leave Act 1.

55. Termination of employment

- 55.1. In order to terminate the employment of an employee (other than a casual employee), an employer must give the employee notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1

Table 1: Period of notice.

Column 1	Column 2
Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employer is the same as that required of an employee except that the employee does not have to give additional notice based on the age of the employee.

- 55.2. Employees over 45 years old who have completed at least 2 years of service when they receive notice are given an additional week of notice.
- 55.3. If the appropriate notice is not given, the payment of the required weeks of salary instead of notice or part notice and part payment instead of notice may be made, provided that the total weeks' notice and weeks' payment instead equal the notice requirements.
- 55.4. Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual employee may be terminated by one day's notice. There is, otherwise, no entitlement to notice or redundancy payments, except the employer will endeavour to keep the casual employee informed of expected employment dates for their planning purposes.

- 55.5. In calculating any payment in lieu of notice, the wages to be used shall be those an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated.
- 55.6. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of employees covered under clause 11.5.

56. Notice of termination by the employee

- 56.1. The notice of termination required to be given by an employee shall be the same as that required of the employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- 56.2. Subject to financial obligations imposed on an employer by any Act, if an employee fails to give the required notice, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of one week less any period of notice actually given by the employee.

57. Recall Arrangements for Education Support Officers

- 57.1. Education Support Officers may be recalled to duty during school holiday periods up to a maximum of six days in each school year. Part-time employees are subject to the same recall on a pro-rata basis.
- 57.2. Such days shall immediately follow the end of a term or immediately precede the beginning of a term except where there is agreement between the Employer and the employee that recall should occur at another time.
- 57.3. An Education Support Officer may only be recalled to perform duties consistent with their role.
- 57.4. An Education Support Officer at Level 1 or Level 2 cannot be required to work in isolated circumstances or to attend for duty under this clause unless a responsible manager is present.
- 57.5. An Education Support Officer must be given reasonable notice, being no later than four weeks into the preceding term, except in the case of an emergency where the Employer may not be able to give that notice and the Employee may not be able to comply with the recall.
- 57.6. Where an Education Support Officer attends for duty under this clause, they will be

paid an allowance equal to 72.5% of the Employee's daily rate of pay for each day that the Employee attends for duty. Recall allowance is only payable for recall days worked during the gazetted school holidays.

SIGNATORIES

Signed on behalf of Hester Hornbrook Academy by:



200921

Marie Scotson
General Manager - People, Quality & Risk
Melbourne City Mission

Address: 164 – 180 Kingsway
South Melbourne
VIC 3205

Witness signature

Witness name:

Date:

Signed on behalf of the Independent Education Union Victoria and Tasmania as a representative of Employees covered by the Agreement:



Debra James - General Secretary
Independent Education Union
Victoria Tasmania
120 Clarendon Street Southbank
3006



Amy Spencer

30 September 2021

Signed on behalf of the Australian Services Union Victorian and Tasmanian Authorities and Services Branch as a representative of Employees covered by the Agreement

Name
Title

Address:

Witness signature

Witness name:

Date:

SIGNATORIES

Signed on behalf of Hester Hornbrook Academy by:

 200921

Marie Scotson
General Manager - People, Quality & Risk
Melbourne City Mission

Address: 164 – 180 Kingsway
South Melbourne
VIC 3205

Witness signature

Witness name:

Date:

Signed on behalf of the Independent Education Union Victoria and Tasmania as a representative of Employees covered by the Agreement:

Name
Title

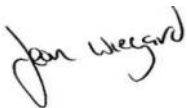
Address:

Witness signature

Witness name:

Date:

Signed on behalf of the Australian Services Union Victorian and Tasmanian Authorities and Services Branch as a representative of Employees covered by the Agreement



Name Leon Wiegard
Title Assistant Branch Secretary

Address: 116 Queensberry Street
Carlton South VIC 353

Witness signature

Witness name:

Date: 29/09/2021

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2021/7581

Applicant:

Hester Hornbrook Academy

Section 185 - Application for approval of a single enterprise agreement

UNDERTAKING – Section 190

I, Marie Scotson, General Manager - People, Quality & Safety, give the following undertaking with respect to the Hester Hornbrook Academy Agreement 2021-23 (“the Agreement”).

Undertaking 2 – Clause 52 – Overtime Rates

52.1 Part-time employees will receive a 25% payment for work in excess of agreed hours up to a maximum of 38 hours per week.

52.1 (i) full-time and part-time employees—150% of the minimum hourly rate for the first 3 hours Monday- Saturday and 200% for all time worked after and Sundays and 250% for Public Holidays and (ii) casual employees—175% of the minimum hourly rate for the first 3 hours Monday- Saturday and 225% for all time worked after and Sundays and 275% for Public Holidays



Marie Scotson

General Manager
People, Quality & Safety

12 October, 2021