



Highview College Enterprise Agreement 2023-2025

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Highview Christian Community College Limited T/A Highview College
(AG2023/3750)

HIGHVIEW COLLEGE ENTERPRISE AGREEMENT 2023 - 2025

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 25 OCTOBER 2023

Application for approval of the Highview College Enterprise Agreement 2023 – 2025.

[1] An application has been made for approval of an enterprise agreement known as the *Highview College Enterprise Agreement 2023 - 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Highview Christian Community College Limited T/A Highview College. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, which commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the *notification time* for the Agreement of 18 July 2022, the *genuine agreement* requirements for agreement approval in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023 apply to the present application. Further, as the Agreement was *made* on 6 October 2023 the *better off overall test* provisions in Part 2-4 of the Fair Work Act as amended on 6 June 2023 apply.

[3] 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.

[4] 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.

[5] The Form F17B provides that employees were notified of the vote on 2 October 2023, as voting commenced on 3 October 2023 employees did not receive 7 clear days' notice of the vote as required by s 180(3) of the Act as it was prior to 6 June 2023. Correspondence was sent to the Employer by my Chambers on 20 October 2023 raising a number of concerns, including that based on the material filed it appeared that it had failed to comply with s 180(3)

of the Act. On 23 October 2023 the Employer responded and advised that on 13 September 2023 employees were notified that the vote would take place in the first week of term 4, although the specific date of the vote was not provided to employees until 2 October 2023. I am satisfied that in all of the circumstances and having regard to the Full Bench decision in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*¹, this constitutes a minor procedural or technical error for the purpose of s.188(2)(a) of the Act as it was prior to 6 June 2023. Further, I am satisfied that the employees covered by the Agreement were not likely to be disadvantaged by the error.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 November 2023. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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<AE522033 PR767557>

¹ [2019] FWCFB 318.

Annexure A



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Maryborough
VIC 3465

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T 03) 5459 1000
F 03) 5459 1099

21 KARS STREET
MARYBOROUGH
VIC 3465

Dear Fair Work Commission,

Highview Christian College Enterprise Agreement 2023 - 2025

Written undertakings under Section 190 of the Fair Work Act 2009

Highview College hereby undertakes the following in relation to the Highview Enterprise Agreement 2023 – 2025

1. Schedule B 6.1 salary payable for Casual Teachers is amended as per the following:

Classification Level	1 April 2023	1 April 2024	1 April 2025
	\$	\$	\$
Full Day	448	448	448
Half Day	224	224	224

Kind regards,



Simon Hooper
Business Manager
0422859024
shooper@highview.vic.edu.au

Highview Christian College Enterprise Agreement 2023 - 2025

Table of Contents

Part 1—Application and Operation	4
1. Title	4
2. Commencement and period of operation	4
3. Definitions and interpretation	4
4. Coverage	7
5. Relationship to Awards	7
6. No extra claims.....	7
7. The National Employment Standards.....	8
8. Agreement flexibility.....	8
9. Consultation regarding major workplace change	9
10. Dispute resolution	12
Part 2—Conditions for all Employees	13
11. Remuneration packaging	13
12. Casual Conversion	13
13. Minimum employment period	14
14. Annual leave	14
15. Personal/carer’s leave	15
16. Compassionate leave.....	16
17. Community service leave	16
18. Public holidays	17
19. Long service leave	17
20. Parental leave	19
21. Paid parental leave.....	19
22. Leave without pay	20
23. Examination leave.....	20

Highview College Enterprise Agreement 2023 – 2025

24.	Qualification conferral leave	21
25.	Study leave	21
26.	Discretionary leave	21
27.	Family/Domestic Violence Leave	22
28.	Withholding of monies	22
29.	Redundancy	23
30.	Performance and conduct management.....	24
31.	Payment of wages	26
32.	Superannuation	26
33.	Accident pay.....	26
34.	Union training leave.....	27
35.	Reimbursement of approved expenses	27
36.	Induction Program	27
37.	Consultative Committee	27
38.	Union Matters	27
Part 3—Conditions for Teachers		27
39.	Types of employment.....	27
40.	Ordinary hours of work.....	29
41.	Teaching , Directed Hours and Discretionary Hours	30
42.	Breaks	30
43.	Pro rata payment of salary inclusive of annual leave	30
44.	Annual leave loading	32
45.	Termination of employment	32
Part 4—Conditions for General Staff.....		33
46.	Types of employment	33
47.	Reclassification of a General Staff Employee	34
48.	Ordinary hours of work.....	34
49.	Leave without pay during non-term weeks.....	37

Highview College Enterprise Agreement 2023 – 2025

50. Annual leave	38
51. Higher duties	39
52. Termination of employment	39
53. Breaks	39
54. Shiftwork	40
55. Penalty rates	41
56. Overtime	42
57. Transition Clause	42
Schedule A – Teacher Classifications	45
Schedule B — Teacher Salaries	46
Schedule C — Teacher Allowances	48
Schedule D — General Staff Classifications	50
Schedule E — General Staff Salaries	60
Schedule F — General Staff Allowances	63

Part 1—Application and Operation

1. Title

This Agreement is to be known as the *Highview College Enterprise Agreement 2023 – 2025* (the ‘Agreement’) and is a Single Enterprise Agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth.) (the Act).

2. Commencement and period of operation

2.1 Where the Agreement passes the Better Off Overall Test (BOOT), the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.

2.2 The nominal expiry date of the Agreement is 31 December 2025.

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Agreement	means the <i>Highview College Enterprise Agreement 2023 – 2025</i>
Award(s)	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> or their successors
CCYP matter	means allegations raised pursuant to <i>Child Wellbeing and Safety Act 2005</i> (Vic) in respect to reportable conduct which is defined as: <ul style="list-style-type: none"> (a) a sexual offence committed against, with or in the presence of, a child, whether or not a criminal proceeding in relation to the offence has been commenced or concluded; or (b) sexual misconduct, committed against, with or in the presence of, a child; or (c) physical violence committed against, with or in the presence of, a child; or (d) any behaviour that causes significant emotional or psychological harm to a child; or (e) significant neglect of a child.
Classroom support services	means a General Staff Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students

Highview College Enterprise Agreement 2023 – 2025

Curriculum/resources services	means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Employee	means a person covered by this Agreement
Employer	means Highview College ABN 24 006 194 369
FWC	means the Fair Work Commission or its successor
General Staff Employee	means an Employee other than a Teacher who is covered by this Agreement.
Immediate family	means <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or difference sexes); and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i>
Non-term week	means weeks in the school year other than term weeks and include periods designated as school holidays for students. Non-term weeks will not be less than those gazetted for Victorian Government schools.
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is engaged to undertake the duties of a Teacher, which includes the delivery of the School's educational program and the assessment of student participation in the educational program
Principal	means the Principal of Highview College or his or her nominee

Highview College Enterprise Agreement 2023 – 2025

Registered Medical Practitioner	means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
School administration services	means a General Staff Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
School operational services	means a General Staff Employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> i. construction, plumbing, carpentry, painting and other trades; ii. cleaning, maintenance, school facility management; iii. security, caretaking; iv. gardening, turf management, farming; v. retailing—canteens, uniform shops, book shops; vi. cooking/catering, housekeeping, laundry; and bus driving and vehicle maintenance.
School year	means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks
Standard rate	means the annual salary applicable to Level 3.1 for a General Staff Employee, or Level 1 for a Teacher.
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes a qualified Teacher librarian and a Permission to Teach Teacher, but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.
Term weeks	means the weeks in the school year that students are required to attend school as set out in the school calendar of each school
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and</i>

	<i>Training Reform Act 2006 (Vic.)</i>
WIRC Act	Means the <i>Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)</i> or its successor(s)
Wellbeing services	means a General Staff Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include home/school liaison, counsellors and therapists.

4. Coverage

4.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers;
- (c) Classroom support services employees;
- (d) Curriculum/resources services employees;
- (e) School administration services employees;
- (f) School operational services employees;
- (g) Wellbeing services employees; and
- (h) The Independent Education Union Victorian and Tasmania (IEU), provided written notice is given in accordance with section 183(1) of the *Fair Work Act 2009 (Cth)* (FW Act) and the Fair Work Commission notes in the document to approve the Agreement that the Agreement covers the IEU

4.2 This Agreement does not cover:

- (a) the Principal;
- (b) a Deputy Principal by whatever name called; or
- (c) a Bursar or Business Manager by whatever name called.

5. Relationship to Awards

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

6. No extra claims

The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made during the currency of this Agreement.

7. The National Employment Standards

- 7.1** The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled to. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 7.2** This Agreement provides industry and enterprise specific detail where it deals with a matter provided for in the NES.

8. Agreement flexibility

- 8.1** An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a)** the agreement deals with one or more of the following matters:
 - (i)** arrangements about when work is performed;
 - (ii)** overtime rates;
 - (iii)** penalty rates;
 - (iv)** allowances;
 - (v)** leave loading; and
 - (b)** the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c)** the arrangement is genuinely agreed to by the Employer and Employee.
- 8.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a)** are about permitted matters under s.172 of the Act; and
 - (b)** are not unlawful terms under s.194 of the Act; and
 - (c)** result in the Employee being better off overall than the employee would be if no arrangement was made.
- 8.3** The Employer must ensure that the individual flexibility arrangement:
- (a)** is in writing; and
 - (b)** includes the name of the Employer and Employee; and
 - (c)** is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d)** includes details of:
 - (i)** the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii)** how the arrangement will vary the effect of the terms; and

- (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 8.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5** The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

9. Consultation regarding major workplace change

9.1 This clause applies if the Employer:

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

Major change

9.2 For a major change referred to in cl.9.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) cl.9.3 to 9.9 apply.

9.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

9.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and

- (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.2(a) and clauses 9.3 and 9.5 are taken not to apply.
- 9.9 In this clause, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 9.10 For a change referred to in cl.9.1(b):
 - (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) cl.9.11 to 9.15 apply.
- 9.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.

9.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the Representative.

9.13 The Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) information about the proposed change (for example, information about the nature of the change to the Employee’s regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

9.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.

9.16 For the purposes of cll.9.11 to 9.15, the Employer’s educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester or a School Year basis, and
- (b) ordinarily changes between one period of operation and the next, and
- (c) may change during the period of operation, is not a regular roster.

9.17 However, where a change to the School’s educational timetable directly results in a change:

- (a) to the number of ordinary hours of work of an Employee, or
- (b) to the spread of hours over which the Employee’s ordinary hours are required to be worked, or
- (c) to the days over which the Employee is required to work, cll.9.11 to 9.15 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.9.1.

10. Dispute resolution

10.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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 must try to resolve the dispute at the workplace level, by 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, a party to the dispute may refer the matter to FWC.

10.5 FWC may deal with the dispute in two stages:

- (a) FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

10.6 In limiting the operation of cl.10.5 hereof, if the dispute is about any matter not related to the NES, or in relation to a dispute about whether an employer had reasonable business grounds under ss.65(5) or 76(4), both parties will need to consent prior to arbitration proceeding.

10.7 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or
- (ii) the *Occupational Health and Safety Act 2004* (Vic.) would not permit the work to be performed; or
- (iii) the work is not appropriate for the Employee to perform; or
- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

10.8 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

Part 2—Conditions for all Employees

11. Remuneration packaging

11.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

11.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Employee's components of their salary.

12. Casual Conversion

12.1 The employer must make an offer to a casual employee under this section if:

- (a) the employee has been employed by the employer for a period of 12 months beginning the day the employment started; and
- (b) during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may be).

12.2 An employee who meets the requirements of paragraphs (a) and (b) would also be a regular and systematic casual because the employee has been employed by the employer on a regular and systematic basis.

12.3 The offer must be:

- (a) be in writing; and
- (b) be an offer for the employee to convert:
 - (i) for an employee that has worked the equivalent of full-time hours during the period referred to in paragraph (1)(b)--to full-time employment; or
 - (ii) for an employee that has worked less than the equivalent of full-time hours during the period referred to in paragraph (1)(b)--to part-time

employment that is consistent with the regular pattern of hours worked during that period; and

- (iii) be given to the [employee](#) within the period of 21 days after the end of the 12 month period referred to in [paragraph](#) (1)(a).

- 12.4 be given to the employee within the period of 21 days after the end of the 12 month period referred to in paragraph 1(a).
- 12.5 if an offer is accepted, the conversion to full time employment or part-time employment must be in writing.
- 12.6 A casual employee may also make a request to the Employer for casual conversion in accordance with section 66F of the *Fair Work Act 2009* (Cth).⁷

13. Minimum employment period

- 13.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.
- 13.2 If the Employer is to terminate the employment of an Employee during the six month minimum employment period, the Employer will follow a probationary process unless the termination involves a Serious Misconduct then clause 30 will apply.
- 13.3 If the Employer is to terminate the employment of an Employee within the six month minimum employment period, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

Employee	Period of Notice
-----------------	-------------------------

Teachers	7 term weeks
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General Staff	1 week
---------------	--------

- 13.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in cl.13.3 above.

14. Annual leave

- 14.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 14.2 Clauses 44 and 45 provide further details on conditions related to annual leave entitlements for Teachers.
- 14.3 Clause 51 provides further details on conditions related to annual leave for General Staff.

14.4 Timing of annual leave

- (a) A Teacher must take annual leave during non-term weeks. Leave must generally be taken in the four-week period immediately following the final term week of the current school or preschool year, unless otherwise agreed with the Employer

- (b) The Employer may require a General Staff Employee to take their annual leave during non-term weeks.

14.5 Crediting of annual leave

- (a) The Employer may allow a General Staff Employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the General Staff Employee subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff Employee upon termination of employment.
- (b) An Employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the Employer

15. Personal/carer's leave

- 15.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2** An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 15.3** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.
- 15.4** Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 15.5** Paid personal leave is taken due to a personal illness or injury.
- 15.6** Paid carer's leave is taken to provide care or support to a member of the Employee's immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 15.7** Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 15.8** A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 15.9 Notice and evidentiary requirements**
 - (a) An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

- (b) An Employee is entitled to personal/carer's leave provided that:
- (i) the Employee produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - (ii) the Employee provides a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term (where the Employee works term weeks only) which would not otherwise require the provision of evidence;
 - (iii) the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

16. Compassionate leave

- 16.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 16.2** An Employee may take three (3) days' paid leave per occasion when a member of the Employee's Immediate family or household dies. An Employee may take two (2) days' paid leave when a member of the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 16.3** Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 16.4** The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

17. Community service leave

- 17.1** Community service leave is as provided by the NES except where this Agreement provides ancillary or supplementary terms.
- 17.2** An Employee is entitled to be absent from employment to engage in an eligible community service activity (including jury service).
- 17.3** The definitions, entitlements and notice and evidence requirements applying to eligible community service activities are prescribed by the NES.
- 17.4 Payment for jury service**

- (a) An Employee, including a casual Employee, is entitled to payment at their ordinary rate of pay for an absence due to jury service. The Employee will be paid for all days of jury service at their ordinary rate of pay provided that prior to proceeding on community service leave the Employee signs a permitted

deductions from allowing the Employer to deduct from a subsequent salary payment(s) the amount of jury service pay paid to the employee.

- (b) In this clause ordinary rate of pay means the amount the employee would reasonably expect to have received from the employer as earnings for that period had he or she not been performing jury service.

18. Public holidays

18.1 Public holidays are provided for in the NES.

18.2 Payment for work on a public holiday

18.3 A General Staff Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

18.4 Substitution of public holidays

The Employer and Employee may agree in the form of a written agreement to substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the school year that would otherwise be a public holiday under the NES.

19. Long service leave

19.1 Long service leave is provided for in the NES or the *Long Service Act 2018 (Vic) (LSL Act)* or (successor) as appropriate

19.2 All employees accrue Long Service Leave at the rate of 1.3 weeks per year of continuous employment.

19.3 An employee may apply to access the employee's accrued Long Service Leave entitlement after completing 7 years of continuous employment.

19.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment. However, accrued long service leave is not required to be paid in lieu if a Teacher's employment is terminated after seven years of continuous employment for reasons of serious misconduct. An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's ordinary rate of pay.

Varied fractions of employment

Teachers – service prior to 1 February 1997

19.5 For a Teacher whose service has all been in a part-time capacity, salary when proceeding on long service leave will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current rate of pay.

19.6 For a Teacher whose full-time service falls last, any leave from the full-time credit will be taken at the full-time rate of pay of the current salary, and leave taken from the

part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours.

- 19.7** For a Teacher whose part-time service falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment.
- 19.8** If a Teacher can show that the Teacher's average weekly hours over the whole of the Teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.
- 19.9 Timing and taking of long service leave**
- (a) The timing of the taking of Long Service Leave needs to take into consideration the operational requirements of the School and needs to be agreed between the employee and the employer.
- (b) Applications for Long Service Leave by a Teacher should ordinarily be received in the June of the year preceding the year in which the leave is planned to be taken. Compassionate and other applications for Long Service Leave will be considered on their merits by the employer. It will be at the discretion of the Principal whether a Teacher takes long service for not less than one (1) day.
- 19.10** General staff applying for Long Service Leave must provide reasonable notice. It is the School's preference that as much notice as possible is given to enable due consideration of the request for leave. A General Staff employee can request to take long service leave for a period of not less than one (1) day. The Employer must grant the request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.
- 19.11** The employer encourages the taking of Long Service Leave within 12 months of the entitlement falling due following the completion of 10 years of continuous employment. Ordinarily, long service leave should be taken within 12 months of entitlements falling due following 10 years of employment where operationally possible.
- 19.12** An employee may request a period of Long Service Leave which is twice as long as the period to which the employee would otherwise be entitled and at a rate of pay equal to half the rate the employee would otherwise receive when taking Long Service Leave. The Employer must grant a request made under this clause unless the Employer has reasonable business grounds for refusing the request.
- 19.13** Where an Employee has not accrued sufficient leave to cover a full term the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer, and no less than 5 weeks paid long service leave will be required to be taken.

20. Parental leave

20.1 Parental leave is provided for in the NES. This clause supplements the NES provisions.

20.2 An Employee who is entitled to parental leave pursuant to the NES may access a period of 12 months unpaid parental leave in relation to the birth or adoption of a child.

20.3 Variation of period of parental leave

(a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Employee.

(b) Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave that is less than 52 weeks, the Employee:

(i) may extend the period of parental leave (up to 52 weeks) once by giving the Employer at least four (4) weeks written notice before the end of the original leave stating the period by which the leave is extended; and

(ii) may further extend the period of parental leave by agreement with the Employer.

20.4 Where an Employee elects to take a period of parental leave greater than 52 weeks but less than 104 weeks and wishes to extend this period up to a maximum of 104 weeks the Employer requires the Employee to notify of his/her intention to extend the period of parental leave at least four (4) weeks prior to the expiration of the initial period leave.

20.5 A period of unpaid parental leave does not break the Employee's continuity of employment but it does not count as employment or service.

21. Paid parental leave

21.1 Application

(a) This clause does not apply to a casual or fixed-term Employee.

(b) This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and clause 19- Parental Leave.

(c) A period of paid birth- related or adoption-related leave, will count as a period of service under this Agreement. .

(d) The payments in cl.21.2 and 21.3:

(i) are not payable during a period of paid leave; and

(ii) are payable from the commencement date of the period of parental leave; and

(iii) are paid at the Employee's ordinary rate of pay;

- (iv) are payable to only one Employee, where the Employer employs both parents of the child.

21.2 Birth-related leave

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date or expected date of birth of the Employee's child, will be entitled to 14 weeks of leave with pay to be responsible for the care of the child.
- (b) If the Employee takes less than 14 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related leave and annual leave that accrues during the birth-related leave.
- (d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

21.3 Adoption-related leave

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date or the expected date of placement of a child with the Employee, will be entitled to 14 weeks of leave with pay for weeks to be responsible for the care of the child.
- (b) If the Employee takes less than 14 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related leave and annual leave that accrues during the adoption-related leave.
- (d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the adoption or birth of a second or subsequent child.

21.4 Partner leave

Employees who are a member of a couple are entitled to take up to ten (10) days of concurrent leave commencing from the date of birth or placement of their child.

22. Leave without pay

An Employee may apply for leave without pay which may be granted at the discretion of the Employer. Entitlements under this Agreement do not accrue during any period of leave without pay which exceeds two weeks in any school year.

23. Examination leave

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

approved at the Principals discretion prior to the employee commencing the course, and is relevant to the College's operational requirements and needs.

24. 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. An approved relevant course of study is one approved at the Principal's discretion and is relevant to the College's operational requirements and needs

25. Study leave

An Employee will be granted up to three (3) days paid, non-cumulative leave per year for the purpose of studying an approved relevant course of study. An approved relevant course of study is one approved at the Principals discretion prior to the employee commencing the course, and is relevant to the College's operational requirements and needs. The timing and taking of the leave will be agreed between the Employer and the Employee.

26. Discretionary leave

26.1 An Employee is entitled to request discretionary leave, which will be debited against the Employee's accrued personal/carer's leave entitlement under clause 14.

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

- (a)** A full-time employee may request up to five (5) days per School Year; or
- (b)** A part-time employee may request up to the pro rata amount in cl.26.2(a) according to their time fraction, per School Year.

26.3 An Employee may request discretionary leave for any of the following reasons:

- (a)** to attend the funeral of a person who is not a member of the Employees Immediate Family or household;
- (b)** to attend a significant event (e.g wedding)
- (c)** to attend to a matter of urgent pressing necessity or obligation;
- (d)** to appear before a court or tribunal;
- (e)** to observe religious days;
- (f)** for cultural leave, where the Employee is an Aboriginal or Torres Strait Islander; or
- (g)** other reasons, as agreed to by the Employer.

26.4 An Employee must:

- (a)** request discretionary leave in writing and provide the reason for requesting the leave

- (b) make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
- (c) take discretionary leave as a full day or as a half day.

26.5 Discretionary leave may be approved at the complete discretion of the Principal or their delegate.

26.6 The entitlement to discretionary leave that can be accessed per year is not cumulative.

27. Family/Domestic Violence Leave

Definition

27.1 An employee (including full-time, part-time, and casual employees) experiencing family and domestic violence will have access to twenty (20) non-cumulative days per year of paid Family and Domestic Violence Leave in a 12 month period, in addition to their existing leave entitlements. Other leave entitlements do not need to be exhausted to access this Family and Domestic Violence Leave.

27.2 Examples of actions, by an employee who is experiencing family and domestic violence, could include arranging for the safety of the employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals. Subject to the employer's approval of the application, Family and Domestic Violence Leave may be taken as whole or part days off.

27.3 The notice and evidence requirements pursuant to section 107 of the FW Act must be complied with.

27.4 Application of the leave entitlement for casual employees will apply to the extent of their agreed working arrangements.

27.5 Subject to the leave provisions of this Agreement, an employee experiencing family and domestic violence may use other leave entitlements.

27.6 Subject to the employer's approval of the application, and sufficient accrued leave being available, leave may be taken as whole or part days off. Forms of other paid leave include:

- (a) Carers Leave
- (b) Sick Leave
- (c) Long Service Leave

28. Withholding of monies

If an Employee fails to give the required notice upon termination of employment, the Employer may withhold from any wages due to the Employee on termination under this Agreement, an amount no more than one weeks wages of a General Staff employee

or two weeks wages of a Teacher less any period of notice actually given by the Employee.

29. Redundancy

29.1 The amount of redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the following table at the Employee's base rate of pay for the employee's ordinary hours of work:

Period of Continuous Service	Redundancy Pay
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years	18 weeks' pay

29.2 Transfer to lower paid duties

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 ordinary time rate of pay for the number of weeks of notice still owing.

29.3 Employee leaving during notice period

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

29.4 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of their notice period for the purpose of seeking other employment.
- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cll.45.4 and 52.3

29.5 Termination of employment for Teachers

Where the Employee's employment is terminated on the grounds of redundancy, the Employee will be entitled only to the greater of:

- (a) notice of termination under cl.45, or
- (b) notice of termination and severance payments under cl.29.1.

29.6 Part-time Teachers

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

30. Performance and conduct management

This clause will not apply within the minimum employment period or to a casual Employee

30.1 Performance Management

Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in cl.30.2 and 30.3. However, the Employer will not be required to commence a performance management procedure where the Employee's performance renders the procedure inappropriate.

30.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- (a) the Employer's concerns with the Employee's performance;
- (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (c) 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;
- (d) an estimated time frame of the process; and
- (e) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

30.3 Formal performance management meetings will:

- (a) include discussion of the Employer's concerns with the Employee's performance;
- (b) give the Employee an opportunity to respond to the Employer's concerns;
- (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (d) include documentation, where appropriate; and

(e) set periods of review, as appropriate.

30.4 If, following the procedure in cll.30.2 and 30.3 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.

30.5 Conduct Management

Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in cll.30.6 and 30.7.

The principles of procedural and substantive fairness shall underpin the application of procedures under this clause.

30.6 The Employer will advise the Employee in writing of:

- (a) the Employer's concern with the Employee's conduct;
- (b) the time, date and place of the meeting to discuss the Employee's conduct;
- (c) that the employee may appoint a union representative or other nominee to represent them at any stage of the processes outlined in this clause and the Employer will recognise the employee's appointed representative or other nominee; and
- (d) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

30.7 The formal conduct management meeting(s) will:

- (a) include discussion of the Employer's concern with the Employee's conduct; and
- (b) give the Employee an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.

30.8 The Employer reserves the right to vary the procedure in cll.30.6 and 30.7 where it is possible that the Employee is guilty of serious misconduct.

30.9 Where the allegation involves a CCYP matter the Employer will advise the employee about whom the allegation has been made and provide an opportunity for that employee to respond before reporting a finding.

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

- (a) 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 during the notice period;
- (b) issuing the Employee with a warning or a final warning in writing;

- (c) terminating the employment of the Employee in accordance with the relevant notice provision; and
- (d) other action, appropriate to the situation

30.11 Suspension

Notwithstanding any of the provisions in this Agreement, the College may suspend an employee with pay while considering any matter which amounts to the statutory definition of serious misconduct outlined in Regulation 1.07 of the *Fair Work Regulations 2009* (Cth) and could lead to the teacher's summary dismissal.

31. Payment of wages

All wages (and any other entitlements) payable to the employee will be paid by electronic transfer to the Employee's nominated financial institution account on a fortnightly basis, [in arrears/in advance]The employee may request variation to this agreement, with such request not to be unreasonably refused.

32. Superannuation

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

33. Accident pay

33.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the WIRC Act, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

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

- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - (i) paid personal/carer's leave.

33.3 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the WIRC Act, and where the Employee is entitled to annual leave at the part-time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the WIRC Act.

34. Union training leave

One union representative will be entitled to one day paid leave per year to attend an approved IEU training course.

35. Reimbursement of approved expenses

The Employer will reimburse an employee's approved expenses incurred in the course of their employment. An employee must have the expense approved by the College prior to its outlay to ensure that the expense is approved.

36. Induction Program

All new Employees engaged after the commencement of this Agreement will take part in an induction program.

37. Consultative Committee

Employees at the College shall have the right to form a Consultative Committee. Details of the Consultative Committee will be set out in policy, but is not incorporated into this Agreement.

38. Union Matters

The College must permit an Employee who is the College Representative of a registered union that is entitled to represent the industrial interests of an Employee, to post notices on a common room notice board and the College's intranet that is accessible to staff.

Part 3—Conditions for Teachers

39. Types of employment

(a) Teachers will be employed in one of the following categories:

- (i) full-time employment;
- (ii) part-time employment;
- (iii) casual employment; or
- (iv) fixed-term employment

(b) **Terms of engagement**

- (i) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, and details for how the annual leave loading will be paid.
- (ii) For a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the school and that their extracurricular commitment will generally be, on

balance, in the same proportion to their teaching load as that of a full-time Teacher.

- (iii) Where the Employer engages the Teacher on a fixed term-basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

(c) Full-time employment

A full-time Teacher is engaged to work an average of 38 ordinary hours per week, averaged over a 12 month period.

(d) Part-time employment

- (i) A part-time Teacher is engaged to work up to 90% of the hours of a full-time Teacher in the College.
- (ii) Where the Employer requires a Teacher to work more than 90%, the Teacher will be considered full-time and remunerated accordingly.
- (iii) Where the Teacher requests to work more than 90%, the Teacher will be considered part-time and paid for the actual hours worked.
- (iv) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the school, children's service or early childhood education service.
- (v) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at anytime.
- (vi) The Employer may vary the hours where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer by providing seven weeks' notice in writing in the case of a school Teacher, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks in the case of a school Teacher.
- (vii) If a voluntary meeting is being held on a day a part-time Teacher does not ordinarily work, the part-time Teacher can choose whether or not they attend the meeting, however they will not be paid for doing so. If a compulsory meeting is scheduled on a day that a part-time Teacher does not ordinarily work, and if they are able to attend the meeting, they will be paid for the hours they attended the meeting.

(e) Casual employment

- (i) Casual employment means employment on a day-to-day basis for a period of not more than one school term.
- (ii) A casual engagement may be extended by agreement between the Employer and the casual Teacher.

- (iii) The rates of pay for a casual Teacher are contained in Sch.B.6.1.
- (iv) A casual Teacher is not entitled to any of the following benefits under this Agreement:
 - (A) notice of termination of employment;
 - (B) redundancy;
 - (C) remuneration packaging;
 - (D) annual leave;
 - (E) family violence leave
 - (F) discretionary leave
 - (G) leave loading;
 - (H) public holidays ;
 - (I) paid personal/carer's leave;
 - (J) paid compassionate leave;
 - (K) paid parental leave; and
 - (L) pro rata payment of salary inclusive of annual leave.

(f) Fixed term employment

A Teacher may be employed for a fixed period of time up to 12 months to:

- (i) undertake a specified project for which funding has been made available;
- (ii) undertake a specified task which has a limited period of operation; or
- (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.

40. Ordinary hours of work

40.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.

40.2 The ordinary hours of a Teacher may be averaged over a 12 month period.

40.3 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during school holiday periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.

- 40.4** The following circumstances are not included when calculating attendance days:
- (a) co-curricular activities that are conducted on a weekend;
 - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
 - (c) when the Teacher appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position; and
 - (d) exceptional circumstances, such as the requirement to provide student wellbeing to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position.
- 40.5** The Employer will provide written notice of the term weeks and days in non-term times on which the Teachers are required to attend, six months in advance of the requirement to attend.
- 40.6** The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the school year or a proportion of the school year. The Teacher's absence from school during non-term weeks is deemed to include their entitlement to annual leave.

41. Teaching , Directed Hours and Discretionary Hours

- 41.1** A full-time Teacher's teaching hours will not exceed 18.5 hours and additional, directed duties will be no more than 8 hours per week
- 41.2** A part-time Teacher's teaching hours will be no more than the pro rata amount of 18.5 hours per week no more than the pro rate amount of 8 hours per week in relation to directed duties based on the part-time Teacher's employment fraction.
- 41.3** Teachers' directed duties will be set out in policy, but will not incorporated into this Agreement.

42. Breaks

A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes, which commences no later than five hours after commencing work. Where a Teacher is undertaking lunchtime yard duty, all reasonable steps will be made to give the Teacher a meal break of 30 consecutive minutes, but where this is not possible a meal break will be not less than 20 consecutive minutes.

43. Pro rata payment of salary inclusive of annual leave

- 43.1** This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.
- 43.2** Termination of employment
- 43.3** A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.
- 43.4** Teachers who commence employment after the commencement of the school year

A Teacher who commences employment after the usual date of commencement at a school, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the school year and will not receive any salary or other payment until the commencement of the next school year.

43.5 Teachers who take approved leave without pay

Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two term weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same school year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
- (b) if the leave without pay is to conclude in a school/preschool year following the school year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the school/preschool year in which the leave commences; or
 - (ii) at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the school year.

43.6 Calculation of payments

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

P is the payment due

s is the total salary paid in respect of weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.

b is the number of weeks, or part thereof in the school year that Teachers are required to attend

c is the number of weeks, or part thereof, in the school year that Teachers are not required to attend

d is the salary paid in respect of weeks (or part thereof) in the school year the Teacher is not required to attend, that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

43.7 For the purpose of this clause:

(a) **school service date** means the date from which Teachers are paid at the commencement of the school year in their first year of service with the Employer; and

(b) **Teacher** means a Teacher other than a casual Teacher.

43.8 The formula in clause 43.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school in which the formula is applied.

44. Annual leave loading

44.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

44.2 A Teacher who has served throughout the school year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will be paid:

(a) to the Teacher with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year; or

(b) on the termination of employment by either party.

44.3 Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked by the Teacher in that school year}}{\text{Total term weeks in that school year}}$$

45. Termination of employment

45.1 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.

45.2 Notice of termination by Employer

Subject to cl.26.5, the employment of a Teacher (other than a casual Teacher) will not be terminated without at least seven term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven.

45.3 Notice of termination by Teacher

The notice of termination required to be given by a Teacher is the same as that required of an Employer.

45.4 Job search entitlement

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

45.5 Statement of service

Upon the termination of employment of an Employee (other than a casual Employee) the Employer will provide upon the request of the Employee, a statement of service setting out the commencement and cessation dates of employment.

45.6 Return to School

Teachers returning to work following the Term 4 break, and who were employed at Highview College the preceding year, will not be required until after 26 January.

Part 4—Conditions for General Staff

46. Types of employment

46.1 General Staff Employees 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.

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

46.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 7—Ordinary hours of work.

46.4 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Employee will work.
- (e) The terms of the agreement in clause 46.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

46.5 Casual employment

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment;
 - (ii) redundancy;
 - (iii) remuneration packaging;
 - (iv) annual leave;
 - (v) leave loading;
 - (vi) public holidays (but is entitled to penalty loading for work performed on a public holiday) ;
 - (vii) paid personal leave;
 - (viii) paid compassionate leave; and
 - (ix) paid parental leave.

47. Reclassification of a General Staff Employee

- 47.1** If a General Staff Employee believes the nature of their job has changed to such an extent as to warrant a reclassification, the General Staff Employee shall apply to the Principal in writing with supporting evidence.
- 47.2** The Principal shall notify the General Staff Employee of the outcome of the application, in writing, within 3 weeks of receiving the application.
- 47.3** If the application for reclassification is rejected, the Principal shall provide written reasons for the decision.
- 47.4** If a dispute arises as to the appropriate classification level, cl.10 shall apply.

48. Ordinary hours of work

- 48.1** Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with cl.46.
- 48.2** The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exceptions to this are a curriculum/resources services Employee employed in outdoor education; and a school administration services Employee engaged in marketing the school, whose hours of work may be averaged over a period of up to 12 months.

48.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

- (a)** On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
 - (i) Education Support Personnel;
 - (ii) Curriculum/education resources;
 - (iii) Wellbeing services;
 - (iv) School administration services; or
- (b)** On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services Employees in the following groups:
 - (i) Construction, plumbing, carpentry, painting and other trades;
 - (ii) Cleaning, maintenance, school facilities management; or
 - (iii) Bus driving/non-trade vehicle maintenance.
- (c)** On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming Employees.
- (d)** On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:
 - (i) Curriculum/education resources—outdoor education only; or
- (e)** On any day Monday to Sunday between 6.00 am and 6.00 pm for the following Employees:
 - (i) School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

48.4 An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

- (a)** Where the Employee's hours are averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in **clause 47.3**, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and

- (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b)** Where the Employee's hours are not averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in **clause 48.3**, and do not result in the Employee working more than eight hours on that day; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c)** A casual employee will be engaged and paid a minimum of two hours for each engagement. However, where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (d)** Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

48.5 Breaks between periods of duty

- (a)** An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b)** Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c)** The entitlements in clauses **48.5(a) and (b)** do not apply to:
 - (i) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
 - (ii) an Employee who is attending a school camp or excursion;
 - (iii) an Employee working a broken shift; or
 - (iv) an Employee residing in the immediate vicinity of the Employer's premises who receives an oncall allowance and who has been recalled for less than 2 hours.

48.6 An Employee has the right to request remote working from the Employer. The Employer will respond to the remote working request within 14 days of the request being made. The Employer may reject a remote working request on reasonable business grounds.

- (i)

49. Leave without pay during non-term weeks

49.1 Arrangements

An Employee may be required to take leave without pay during non-term weeks, provided that:

- (a) the Employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship;
- (d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed; and
- (e) a Category A Employee will be paid for a minimum of 46 working weeks, plus six weeks annual leave. An Employee who works only part of a School year will be paid a proportion thereof.
- (f) a Category B Employee will be paid for a minimum of 40 working weeks, plus eight weeks annual leave. An Employee who works only part of a School year will be paid a proportion thereof.

49.2 Calculating annual salary for an Employee on leave without pay during non-term weeks

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

$$A = C \times \frac{\text{working weeks} + 8 \text{ weeks annual leave}}{52.18}$$

52.18

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in Sch.E.1.1) for the Employee's classification

- (c) **Working weeks** means the number of weeks that the Employee is required to work. For an Employee working a full School year, this figure will not be less than 40. For the purpose of calculating any allowance or penalty for an

Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

- (d) Where a public holiday falls during the deemed period of annual leave for an Employee employed pursuant to cl.50.3(c), and provided the public holiday falls on a day of the week that the Employee ordinarily works:
 - (i) the period of leave will be extended to provide annual leave exclusive of public holidays; and
 - (ii) payment for the public holiday will be made, in the relevant pay period using cl.49.2(c).
- (e) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.
- (f) Where a person employed as at the date of making this Agreement is not employed on a contract which allows for leave without pay during non-term weeks, that Employee will not be required to take such leave or have their contract of employment changed as a result of this Agreement coming into operation.
- (g) The making of this Agreement is not intended to prevent other arrangements for staff who are not required to work during non-term weeks to be agreed between the employer and majority of employees in a school.

50. Annual leave

50.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

50.2 An Employee is entitled to five (5) weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis

50.3 Timing of Annual Leave

- (a) An Employee must take annual leave during a shut down period. A shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.
- (b) Where an Employee has not accrued sufficient annual leave to be taken during the shut down period, the Employee is entitled to leave which will be unpaid.
- (c) An Employee who works Term weeks only must take annual leave during Non-term weeks. Leave must generally be taken, in the case of an Employee whose employment is continuing into the next school year, in the five (5) week period immediately following the final term week of the current school year, unless otherwise agreed with the Employer

50.4 Annual leave loading

- (a) During a period of annual leave, an Employee is entitled to receive a loading calculated on the rate of wage prescribed in Schedule A of this Agreement. Annual leave loading is payable on leave accrued on the following bases:
- (i) Employees who would have worked on day work only had they not been on leave - 17.5% of their ordinary rate of pay.
 - (ii) Employees who would have worked on shiftwork had they not been on leave - 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.
- (b) The Employer will pay annual leave loading in respect of the school year:
- (i) to the Employee with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year; or
 - (ii) on the termination of employment by either party.

51. Higher duties

51.1 The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification in an appointed acting capacity.

51.2 Where the Employee performs such duties in an acting capacity for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

52. Termination of employment

52.1 Notice of termination is provided for in the NES.

52.2 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

52.3 Job search entitlement

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

53. Breaks

53.1 Meal break

An Employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

53.2 Rest break

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding 54.2(a), a Classroom support services Employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

54. Shiftwork

54.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 54.4.

54.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.48.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.48.3; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

54.3 Broken shifts

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

54.4 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl.56 - Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding clause 54.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

55. Penalty rates

55.1 Shiftwork

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

55.2 Saturday and Sunday work

- (a) An Employee other than an Employee covered by cl.56.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services Employee in the cooking/catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

55.3 The penalty rates within this clause and in **cl.56** are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

56. Overtime

56.1 Overtime rates

(a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time worked	Overtime rate
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

(b) Overtime will be calculated daily.

56.2 Time off instead of overtime payment

(a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid overtime.

(b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

(c) Any agreement between the Employer and Employee to take time off instead of an overtime payment must be in writing.

56.3 Make-up time

An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided for

57. Transition Clause

In determining the increment level for a General Staff employee under the new classification structure all prior service will be recognised, and appropriate advancement applied. The following table will apply in transitioning from the old classification structure to the new one in the agreement:

Subdivision as at Oct 2021	Translation Level for this Agreement
Level 1.1	Level 1.1
Level 1.2	Level 1.2
Level 1.3	Level 1.2

Highview College Enterprise Agreement 2023 – 2025

Level 2.1	Level 2.1
Level 2.2	Level 2.2
Level 2.3	Level 2.5
Level 3.1	Level 3.1
Level 3.2	Level 3.2
Level 3.3	Level 3.3
Level 4.1	Level 4.1
Level 4.2	Level 4.2
Level 4.3	Level 4.3
Level 5.1	Level 5.1
Level 5.2	Level 5.2
Level 5.3	Level 5.3
Level 6.1	Level 5.3
Level 6.2	Level 5.3
Level 6.3	Level 5.5
Level 7.1	Level 5.5
Level 7.2	Level 5.5
Level 7.3	Level 5.5
Level 8.1	Level 5.5
Level 8.2	Level 5.5
Level 8.3	Level 5.5

Signatories Page

EMPLOYER REPRESENTATIVE

Highview College
ABN 24 006 194 369

Signed: _____

Date: _____

Name in full (printed): _____

Position title: _____

Employer Address: 21 Kars St, Maryborough VIC 3465

Witnessed by: _____

Witness name in full: _____

Witness address: 21 Kars St, Maryborough VIC 3465

EMPLOYEE REPRESENTATIVE

Signed: _____

Date: _____

Name in full (printed): _____

Address: 21 Kars St, Maryborough VIC 3465

Authority to sign explained: Employee covered by agreement

Witnessed by: _____

Witness name in full: _____

Witness address: 21 Kars St, Maryborough VIC 3465

Schedule A – Teacher Classifications

A.1 Duties of Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities. It is also an expectation of a Teacher that they participate in at least one activity outside the academic program throughout the year.

A.2 Recognition of previous service

A.2.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule B, according to qualifications and teaching experience. **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 or in an English Language School.

A.2.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

A.2.3 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

A.3 Evidence of qualifications

A.3.1 The Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. The Employer may decline to recognise the relevant qualification or experience until such evidence is provided.

A.4 Progression

A.4.1 A Teacher who is four or five year trained will commence on Level 1 of the salary scale in Schedule B and progress according to normal years of service to Level 11 of the scale.

Schedule B — Teacher Salaries

- B.1** The salary for a full-time Teacher will be determined in accordance with the provisions Schedule A, and will be not less than prescribed by the following table.

From the first pay period on or after					
Classification Level	1 April 2022 \$	1 Oct 2022 \$	1 April 2023 \$	1 April 2024 \$	1 April 2025 \$
1	75,162	75,914	78,800	80,376	81,984
2	77,936	78,715	81,700	83,334	85,001
3	80,812	81,620	84,700	86,394	88,122
4	83,793	84,631	87,800	89,556	91,347
5	86,886	87,755	91,000	92,820	94,676
6	90,091	90,992	94,400	96,288	98,214
7	93,416	94,350	97,900	99,858	101,855
8	96,863	97,832	101,500	103,530	105,601
9	100,438	101,443	105,200	107,304	109,450
10	104,144	105,186	109,100	111,282	113,508
11	112,657	113,784	118,000	120,360	122,767

- B.2** The rates of pay contained in Sch.B.1 are payable on the first full pay period after the commencement of each School Year.
- B.3** The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.
- B.4** Annual Leave Loading
The annual salary in B.1 does not include annual leave loading.
- B.5** Part-time Teacher
A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of clause 37.

B.6 Casual Teacher

- B.6.1** The salary payable to a casual Teacher will be

From the first pay period on or after

Highview College Enterprise Agreement 2023 – 2025

Classification Level	1 April 2023 \$	1 April 2024 \$	1 April 2025 \$
Full Day	419	427	436
Half Day	208	212	216

B.6.2 Provided that a casual Teacher in a school will be paid for a minimum of half a day; where a day is the usual required attendance time for an Teacher at that school and a half day is half the usual required attendance time.

Schedule C — Teacher Allowances

C.1 Leadership allowance

C.1.1 Eligibility

- (a) A leadership allowance will be paid to a Teacher where the Employer requires the performance of administrative, student wellbeing and/or educational leadership duties additional to those usually required of Teachers by the Employer.
- (b) An allowance is linked to a position of leadership rather than tied to an individual Teacher.
- (c) All positions of leadership/responsibility will be advertised.
- (d) The Principal of the school determines who holds a position that is eligible for a leadership allowance.

C.1.2 Notification

- (a) The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (b) The Principal will advise the Teacher of the level to which the position equates.

C.1.3 Level of responsibility

The level of additional responsibility can be categorised, in four levels:

Level 1 - Heads with two leadership roles or multiple combinations of roles

Level 2 - Heads with single leadership roles

Level 3 - Co-ordinators

Level 4 – Other leadership responsibilities in specific areas

- C.1.4 The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, student wellbeing or educational leadership, with Level 1 being the most significant level of responsibility.

C.1.5 Amount

- (a) The following allowances apply per annum:

Classification Level	1 April 2023 \$	1 April 2024 \$	1 April 2025 \$
1	9,100	9,282	9,468
2	6,100	6,222	6,346
3	3,100	3,162	3,225
4	900	918	936

- (b) Where the position of leadership is shared, the payments may also be shared.

C.2 Vehicle allowance

C.2.1 A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties must be paid the following allowances:

(a) Motor car

\$0.96 per kilometre with a maximum payment up to 400 kilometres per week.

(b) Motorcycle

\$0.32 per kilometre with a maximum payment up to 400 kilometres per week.

C.2.2 The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

Schedule D — General Staff Classifications

D.1 Definitions

D.1.1 Definition 1: Supervision

- (a) **Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
- (b) **Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
- (c) **General direction:** direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.
- (d) **Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

D.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

- (a) Year 12
Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.
- (b) Trade certificate
Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.
- (c) Post-trade certificate
A course of study over and above a trade certificate and less than a Certificate IV.
- (d) Certificates I and II
Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

- (e) Certificate III**
A course that provides a range of well-developed skills and is comparable to a trade certificate.
- (f) Certificate IV**
A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.
- (g) Diploma**
A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.
- (h) Advanced diploma**
A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.
- (i) Degree**
A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.
- (j) Postgraduate degree**
A recognised postgraduate degree, over and above a degree as defined above.

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

D.1.3 Definition 3: Classification dimensions

- (a) Competency**
The skill, complexity and responsibility of tasks typically required at each classification level.
- (b) Judgment, independence and problem solving**
Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.
- (c) Supervision**
This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.

(d) Qualifications

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

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

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

D.2 Classifications

D.2.1 Level 1

(a) Competency

- (i) Competency involves application of knowledge and skills to a limited range of tasks and roles.
- (ii) There is a specific range of contexts where the choice of actions is clear.
- (iii) The competencies are normally used within established routines, methods and procedures that are predictable.

(b) Judgment, independence and problem solving

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

(c) Supervision

- (i) Close supervision or, in the case of more experienced Employees working alone, Routine Supervision

(d) Qualifications

- (i) An Employee is not required to have formal qualifications or work experience upon engagement.
- (ii) An employee at this level will be provided with training that may be on-the job or through an external provider. The employer will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

D.2.2 Level 2

(a) Competency

- (i) Involves application of knowledge and skills to a range of tasks and roles.
- (ii) There is a defined range of contexts where the choice of actions required is clear.
- (iii) There is limited complexity of choice of actions required.
- (iv) On occasion, more complex tasks may be performed.

(b) Judgment, independence and problem solving

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

(c) Supervision

- (i) Routine supervision of straightforward tasks; close supervision of more complex tasks.
- (ii) Where Employees are working alone, less direct guidance and some autonomy may be involved.

(d) Qualifications

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

D.2.3 Level 3

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Supervision

- (i) In some positions, routine supervision, moving to general direction with experience. In other positions, general direction.
- (ii) Supervision of other Employees may be required.
- (iii) When Employees are working alone, they may work semi-autonomously.

(d) Qualifications

Duties require knowledge or training in clerical or administrative, trades or technical functions equivalent to:

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

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

D.2.4 Level 4

(a) Competency

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

(b) Judgment, independence and problem solving

- (i) Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions.
- (ii) The Employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Supervision

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

(d) Qualifications

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

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;

Highview College Enterprise Agreement 2023 – 2025

- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training.

D.2.5 Level 5

(a) Competency

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

(b) Judgment, independence and problem solving

- (i) identification and analysis of diverse problems.
- (ii) Solve problems through the standard application of theoretical principles and techniques at degree level.
- (iii) Apply standard technical training and experience to solve problems.
- (iv) Apply expertise to the making of decisions.
- (v) Being responsible for co-ordinating a team to provide an administrative service.

(c) Supervision

- (i) Routine supervision to general direction, depending on tasks involved and experience.
- (ii) Supervises other staff to achieve objectives, including liaison with other Employees to achieve broader strategic objectives.

(d) Qualifications

Duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or

Highview College Enterprise Agreement 2023 – 2025

- (vi) an equivalent combination of relevant experience and/or education/training.

Schedule E — General Staff Salaries

E.1.1 Annual rates of pay.

The Employer will pay a full time Category A adult not less than the annual rate of pay specified for the Employee’s classification prescribed by the following table.

From the first pay period on or after					
Category A Classification	1 April 2022 \$	1 Oct 2022 \$	1 April 2023 \$	1 April 2024 \$	1 April 2025 \$
Level 1					
1.1	46,962	47,432	56,800	57,936	59,095
1.2	49,193	49,685	57,900	59,058	60,239
Level 2					
2.1	58,688	59,275	63,900	65,178	66,482
2.2	60,630	61,237	65,100	66,402	67,730
2.3	N/A	N/A	66,400	67,728	69,083
2.4	N/A	N/A	67,700	69,054	70,435
2.5	62,574	63,199	68,200	69,564	70,955
Level 3					
3.1	64,669	65,316	68,800	70,176	71,580
3.2	65,919	66,578	70,200	71,604	73,036
3.3	67,168	67,840	71,500	72,930	74,389
3.4	N/A	N/A	72,900	74,358	75,845
3.5	N/A	N/A	75,000	76,500	78,030
Level 4					
4.1	72,079	72,799	76,500	78,030	79,591
4.2	73,225	73,957	78,000	79,560	81,151
4.3	74,667	75,414	79,500	81,090	82,712
4.4	N/A	N/A	81,000	82,620	84,272
4.5	N/A	N/A	82,500	87,414	89,162
Level 5					
5.1	75,523	76,278	85,700	87,414	89,162
5.2	76,733	77,500	87,400	89,148	90,931
5.3	86,444	87,308	89,100	90,882	92,700
5.4	N/A	N/A	90,800	92,616	94,468
5.5	88,108*	89,879*	92,500	94,350	96,237

* employees subject to a level 5.5 consolidation are entitled to a 1% increase on the 1st of April 2022 and a 1% increase on the 1st of October 2022. The calculation will be based on the 1st of October 2021 remuneration level for each employee impacted by the level 5.5 consolidation.

Highview College Enterprise Agreement 2023 – 2025

The Employer will pay a full time Category B adult not less than the annual rate of pay specified for the Employee’s classification prescribed by the following table.

Category B Classification	1 April 2022 \$	1 Oct 2022 \$	01-Apr 2023 \$	01-Apr 2024 \$	01-Apr 2025 \$
Level 1					
1.1	43,350	43,783	52,431	53,479	54,549
1.2	45,409	45,863	53,446	54,515	55,605
Level 2					
2.1	54,174	54,715	58,985	60,164	61,368
2.2	55,966	56,526	60,092	61,294	62,520
2.3	N/A	N/A	61,292	62,518	63,769
2.4	N/A	N/A	62,492	63,742	65,017
2.5	57,761	58,338	62,954	64,213	65,497
Level 3					
3.1	59,694	60,292	63,508	64,778	66,074
3.2	60,848	61,457	64,800	66,096	67,418
3.3	62,001	62,622	66,000	67,320	68,667
3.4	N/A	N/A	67,292	68,638	70,011
3.5	N/A	N/A	69,231	70,615	72,028
Level 4					
4.1	66,534	67,199	70,615	72,028	73,469
4.2	67,592	68,268	72,000	73,440	74,909
4.3	68,923	69,613	73,385	74,852	76,350
4.4	N/A	N/A	74,769	76,265	77,790
4.5	N/A	N/A	76,154	80,690	82,303
Level 5					
5.1	69,714	70,410	79,108	80,690	82,303
5.2	70,830	71,538	80,677	82,290	83,936
5.3	79,794	80,592	82,246	83,891	85,569
5.4	N/A	N/A	83,815	85,492	87,201
5.5	81,330*	82,965*	85,385	87,092	88,834

* employees subject to a level 5.5 consolidation are entitled to a 1% increase on the 1st of April 2022 and a 1% increase on the 1st of October 2022. The calculation will be based on the 1st of October 2021 remuneration level for each employee impacted by the level 5.5 consolidation.

E.1.2 Incremental progression

- (a)** An Employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period, following a performance review which the Employer will complete before the end of the 12 month period.
- (b)** Movement to the next pay point within a classification level will occur unless performance against the relevant classification descriptors has not been satisfactory.

Schedule F — General Staff Allowances

F.1 Meal allowance

Where an Employer requires an Employee:

to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- (a) if an Employee could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$15.14 to the Employee,

F.2 On call and recall allowance

F.2.1 On call allowance

An on-call allowance will be paid to an Employee who is required by an Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

F.2.2 Recall allowance

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

F.2.3 Exceptions

The on call and recall allowances do not apply to:

- (a) an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive use at no cost to the Employee.

F.3 Tool allowance

Where an Employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid \$15.29 per week (except for a carpenter or joiner who must be paid \$28.94 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage of this allowance.

F.4 First Aid Allowance

An Employee required by the Employer to perform first aid leadership duties at Highview's school campus will be paid the following first aid allowance.

Highview College Enterprise Agreement 2023 – 2025

Allowance Type	1st April 2023 \$	1st April 2024 \$	1st April 2025 \$
First Aid Allowance	720	734	749

F.5 Vehicle allowance

F.5.1 An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:

(a) Motor car

\$0.96 per kilometre with a maximum payment as for 400 kilometres per week.

(b) Motorcycle

\$0.26 per kilometre with a maximum payment as for 400 kilometres per week.

F.5.2 Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.



21 KARS STREE
MARYBOROUGH
VIC 3465

Dear Fair Work Commission,

Highview Christian College Enterprise Agreement 2023 - 2025

Written undertakings under Section 190 of the Fair Work Act 2009

Highview College hereby undertakes the following in relation to the Highview Enterprise Agreement 2023 – 2025

1. Schedule B 6.1 salary payable for Casual Teachers is amended as per the following:

Classification Level	1 April 2023 \$	1 April 2024 \$	1 April 2025 \$
Full Day	448	448	448
Half Day	224	224	224

Kind regards,

Simon Hooper
Business Manager
0422859024
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This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

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

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

