



# DECISION

*Fair Work Act 2009*

s.185—Enterprise agreement

**Methodist Ladies' College Ltd T/A Methodist Ladies' College**  
(AG2021/9165)

## **METHODIST LADIES' COLLEGE LIMITED (TEACHERS AND TECHNICIANS) AGREEMENT 2022**

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 25 FEBRUARY 2022

*Application for approval of the Methodist Ladies' College Limited (Teachers and  
Technicians) Agreement 2022*

[1] An application has been made for approval of an enterprise agreement known as the *Methodist Ladies' College Limited (Teachers and Technicians) Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Methodist Ladies' College Ltd T/A Methodist Ladies' College. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] An apparent cross-referencing error at clause 54.3 of the Agreement was brought to the Applicant's attention and on 4 February 2022 the Applicant sent a corrected version of the Agreement to the Commission and the bargaining representative. The bargaining representative was given three days to raise any objections or concerns regarding the correction. I note that the bargaining representative did not raise any objections to the correction, and I am satisfied that the correction is to an obvious error. Given that the power for correction within s.586 is confined to corrections or amendments to an application or document relating to a matter before the Commission,<sup>1</sup> I am not satisfied that a correction can be made to the Agreement pursuant to s.586 of the Act. For the purposes of the parties' reference, the page incorporating the correction is attached in Annexure A.

[4] 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.

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<sup>1</sup> *Advantaged Care Pty Ltd v Health Services Union* [2021] FWCFB 453 at [41].

[5] The Agreement is approved and in accordance with s.54, will operate from 4 March 2022. The nominal expiry date of the Agreement is 31 January 2025.



COMMISSIONER

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## Annexure A

WITHOUT PREJUDICE Methodist Ladies' College (Teachers and Technicians) Agreement 2022

48 hours' notice is not provided, the Technician 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 a Technician to work on a day which would otherwise have been the Technician's day off, the day off instead will be arranged by mutual consent.

### 54. Penalty Rates

#### 54.1. Shift work

- 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.

#### 54.2. Saturday and Sunday work

- a) A Technician 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.

- 54.3. The penalty rates within this clause and in cl. 55 (Overtime) are not cumulative. Where a Technician is entitled to more than one penalty or overtime rate, the Technician will be entitled to the highest single penalty rate.

### 55. Overtime and Other Matters

#### 55.1. Overtime rates

- a) A Technician will be paid overtime for all authorised work performed outside of or in excess of the ordinary (see cl 47.2(a) 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

Overtime will be calculated daily.

#### 55.2. Time off instead of overtime payment



**Methodist Ladies' College  
(Teachers and Technicians)  
Agreement 2022**

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## Part 1 – Application and Operation

### 1. Title

This Agreement is to be known as the Methodist Ladies' College Limited (Teachers and Technicians) Agreement 2022 (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

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

The nominal expiry date of the Agreement is 31 January 2025.

### 3. Definitions and Interpretation

In this Agreement, unless a contrary intention appears:

**Workplace Injury Rehabilitation Act (WIRC)** means the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* or its successor.

**Act** means the *Fair Work Act 2009 (Cth)* or its successor.

**College** means the Methodist Ladies' College Limited ACN 006 036 979.

**Early Childhood Service** means the program provided by MLC Kindle for students prior to Prep.

**Early Childhood Teacher** means a Teacher who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood Teachers and is employed to teach an educational program.

**Employee** means a person covered by this Agreement.

**Employer** means the Methodist Ladies' College Limited ACN 006 036 979.

**FWC** means the Fair Work Commission or its successor.

**Family/ Domestic Violence** means family violence as defined by the *Family Violence Protection Act 2008 (Vic)* (Act). Under this Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour:

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

**Immediate family** means:

- a) 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,

- b) child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee.

**LSL Act** means the *Long Service Leave Act 2018(Vic)* or its successor(s).

**Medical Practitioner** means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia.

**MLC** means the Methodist Ladies' College Limited ACN 006 036 979.

**NES** means the National Employment Standards as contained in Part 2-2 of the Act.

**New Teacher Evaluation and Salary Band Classification Process** references categories of Teacher progression at MLC.

**Non-Term weeks** means weeks, or part thereof, in the school year other than term weeks.

**Principal** means Principal of Methodist Ladies' College or their nominee.

**School** means the Methodist Ladies' College Limited ACN 006 036 979.

**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.

**School Teacher** means a Teacher who:

- a) has completed either:
  - i) an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or,
  - ii) a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching, and,
- b) is a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of *the Education and Training Reform Act 2006 (Vic)* and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.

**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, as determined by the school, and includes Term weeks and Non-Term weeks.

**Standard rate** means the annual salary applicable to:

- a) a Level 3.1 employee pursuant to the Educational Services (Schools) General Staff Award 2020; or,
- b) a Level 1 Teacher pursuant to the Educational Services (Teachers) Award 2020 or successor Awards.

**Teacher** means a School Teacher and an Early Childhood Teacher, unless separately specified.

**Technician** means a person who is employed by Methodist Ladies' College in one of the following positions:

- a) Assistant (Home Economics and Hospitality; Library; Science; Art and Design);
- b) Technician (Home Economics and Hospitality; Library; Science; Art and Design);
- c) Senior Technician (Home Economics and Hospitality; Library; Science; Art and Design); or,
- d) Coordinator (Home Economics and Hospitality; Library; Science; Art and Design).

**Teacher Allowance Review Procedure** refers to the review procedure for Teacher Allowances.



**Teaching Requirements at MLC Policy** reference document providing information on teacher expectation, workloads and responsibilities.

**Term** refers to a portion of an academic year, the time during which the Employer holds classes.

**Term weeks** means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days and staff days, as set out in the school calendar of the College.

**Victorian Institute of Teaching (VIT)** means the statutory authority for the registration of Teachers established pursuant to the *Education and Training Reform Act 2006 (Vic)*.

#### 4. Coverage

This Agreement covers:

- a) the Employer;
- b) Teachers; and,
- c) Technicians

This Agreement does not cover:

- a) The Principal;
- b) The Vice Principals by whatever name called;
- c) The Corporate Services Director, however named being the most senior administrative Employee with the delegated authority to act for the Employer;
- d) An Employee engaged as a member of the College Management Team who is a direct report to the Principal, Senior Vice Principal or Vice Principal.
- e) Apprentices;
- f) Trainees; and,
- g) Employees on a supported wage system.

#### 5. Relationship to Awards

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement including but not limited to the Educational Services (Schools) General Staff Award 2020 and Educational Services (Teachers) Award 2020 and their successor(s).

#### 6. No Extra Claims

- a) The Parties will not up until the nominal expiry date of this Agreement, pursue any extra wage claims or other benefits in relation to the employment. This clause does not affect any rights of the Parties to vary the Agreement in accordance with the *Fair Work Act 2009* (Act).
- b) No employee, acting either individually or collectively, shall pursue or undertake any form of industrial action in support of any additional wages or employment benefit before the nominal expiry date of this Agreement.

## 7. The National Employment Standards

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. This Agreement may provide ancillary or supplementary terms in respect of the NES.

This Agreement provides 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 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,
  - vi) 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,
  - vii) the arrangement is genuinely agreed to by the Employer and Employee.
- b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - i) are about permitted matters under section 172 of the Act; and,
  - ii) are not unlawful terms under section 194 of the Act; and,
  - iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- c) The Employer must ensure that the individual flexibility arrangement:
  - i) is in writing; and,
  - ii) includes the name of the Employer and Employee; and,
  - iii) 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 includes details of:
    - iv) the terms of the Agreement that will be varied by the arrangement; and,
    - v) how the arrangement will vary the effect of the terms; and,
    - vi) 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,
    - vii) states the day on which the arrangement commences.
- d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) The Employer or Employee may terminate the individual flexibility arrangement:
  - i) by giving no more than 28 days written notice to the other party to the arrangement; or,
  - ii) if the Employer and Employee agree in writing – at any time.

## Part 2 – Consultation and Dispute Resolution

### 9. Consultation

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 Employees; or,
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
  - i) In this clause: relevant Employees means the Employees who may be affected by a change referred to in cl. 9.1(a) or (b).

#### ***Consultation regarding major workplace change***

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

- a) the Employer must notify the relevant Employees of the decision to introduce the major change; and,

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

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,
- c) 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,
  - iv) for the purposes of the discussion – provide, in writing, to the relevant Employees:
    - v) all relevant information about the change including the nature of the change proposed; and,
    - vi) information about the expected effects of the change on the Employees; and,
    - vii) 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 cl. 9.3-9.7 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,
    - i) major change to the composition, operation, or size of the Employer's workforce or to the skills required of Employees; or,
    - ii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or,
    - iii) the alteration of hours of work; or,
    - iv) the need to retrain Employees; or,
    - v) the need to relocate Employees to another workplace; or,
    - vi) the restructuring of jobs.

***Consultation about changes to regular roster or 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 cl. 9.11 to cl. 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;
  - c) 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,
    - iv) 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 cl. 9.11 to cl. 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 Employer's educational timetable directly results in a change:
- a) to the number of ordinary hours of work of an Employee, or,
  - b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or,
  - c) to the days over which the Employee is required to work cl. 9.11 to cl. 9.15 will apply.

## **10. Dispute Resolution**

- 10.1. In relation to any matter arising out of this Agreement or the NES that may be in dispute ('the matter') between the Employer and the Employee(s) ('the parties') as parties to this agreement, the parties will undertake the Steps 1-4 outlined in 10.2 – 10.5.
- 10.2. Step 1
- Every attempt will be made to resolve the matter by discussions between the Employer and the Employee(s) directly involved at the School. This does not preclude the right of either party to seek advice from outside the School, nor does it necessitate such an approach where this is impracticable.
- 10.3. Step 2
- Where the matter is not resolved by Step 1, the Employer or the Employee(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter.
- 10.4. Step 3
- Where the Employer and the Employee(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.
- 10.5. Step 4
- In the event that Steps 1, 2 and 3 fail to resolve the matter it may be referred by either party to the FWC for conciliation. In normal circumstances, the matter should not be referred by either party to the FWC prior to the completion of Steps 1 and 2, and where agreed, Step 3.

Whilst the above process is being followed, work shall continue as normal.

## Part 3 – Conditions for all Teachers and Technicians

### 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 conditions of employment.

### 12. Minimum Employment Period

- 12.1. An Employee's employment is contingent upon the satisfactory completion of a six-month minimum employment period as defined by the Act.
- 12.2. If the Employer is to terminate the employment of an Employee during the six-month minimum employment period, the Employer does not need to comply with cl. 27 – Performance and Conduct management.
- 12.3. If the Employer is to terminate the employment of an Employee within the six-month minimum employment period, the Employee is entitled to four weeks' notice or payment in lieu of such notice.
- 12.4. If the Employee is to resign within the six-month minimum employment period, then the Employee is required to give the same notice required of the Employer in cl. 12.3 above.

### 13. Annual Leave

- 13.1. Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 13.2. Cl. 36 and cl. 38 provide further details on conditions related to annual leave entitlements for Teachers.
- 13.3. 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 Technician to take their annual leave during Non-Term weeks.
  - c) The Employer may designate some of the non-Term weeks as a shutdown period in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the School and a particular Employee are required to take annual leave during shutdown periods observed by the School.

13.4. Crediting of annual leave

- a) The Employer may allow a Technician to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the Technician subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Technician upon termination of employment.

**14. Personal / Carer's Leave**

14.1. Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

14.2. 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.

14.3. For a full-time Teacher or Technician, 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. Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

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

14.5. 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.

14.6. 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.

14.7. 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.

14.8. An Employee can access carer's leave up to the limit of their accrued personal leave. No quantum will be applied separately to either sick or carer's leave as part of the fulltime entitlement to 15 days personal leave.

14.9. An Employee can access one (1) day from their personal leave balance for the purpose of attending to household emergencies, attending cultural/religious holidays, or travelling to significant family events and graduations etc.

14.10. 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.
- a) An Employee is entitled to personal/carer's leave provided that:

- i) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
- ii) the Employee provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence contiguous with a holiday to which the Employee is entitled;
- iii) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate, or a statutory declaration exceeds five days in the one year.

## **15. Compassionate Leave**

- 15.1. Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2. An Employee may take up to four days' paid leave per occasion:
- a) when a member of the Employee's Immediate Family or household dies; or,
  - b) when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 15.3. 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.
- 15.4. 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.

## **16. Infectious Diseases Leave**

- 16.1. An Employee who contracts an infectious disease from the school community, and that infectious disease is classified as notifiable to the DHHS, shall be granted leave on full pay for the period that the Employee is required to be absent and shall not have such leave deducted from sick leave credits.
- 16.2. The Employee must, at the request of the Employer, produce a medical certificate from a Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

## **17. Community Service Leave**

- 17.1. Community service leave is provided for in the NES.
- 17.2. Jury service leave
- a) An Employee who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
  - b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.



- c) An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- d) The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- e) Subject to cl. 17.2(b), (c) and (d), the Employer will reimburse an Employee granted leave pursuant to cl. 17.2(a) an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

## **18. Public Holidays**

18.1. Public holidays are provided for in the NES.

18.2. Payment for work on a public holiday

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

## **19. Parental Leave**

19.1. Parental leave is provided for in the NES. Clause 19 supplements the NES provisions.

19.2. If an Employee has been granted an extension to parental leave, which resulted in a total period of parental leave of at least 12 months and 1 day, the Employee will notify the Employer of their intention to return to work in writing to the Principal at least one complete school term prior to the date upon which the Employee is currently due to return to work from parental leave.

## **20. Paid Parental Leave**

20.1. Application

- a) This clause does not apply to a casual or fixed-term Employee.
  - i) This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and cl. 20.
  - ii) The payments in cl 20.2 and cl. 20.3:
    - are not payable during a period of paid leave from the Employer;
    - are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
    - are paid at the Employee's ordinary rate of pay; and,
    - are payable to one Employee only, where the Employer employs both parents of the child.

20.2. Birth-related leave and adoption-related leave

An Employee will be entitled to fourteen weeks of leave at full pay or 28 weeks at half pay to be responsible for the care of the child.

- a) If the Employee takes less than fourteen weeks of leave at full pay or 28 weeks at half pay, the Employee will be paid for the period of leave taken.
- b) During the period of time that the Employee is in receipt of the parental leave under cl. 20.2 (a), the Employee is entitled to accrue annual leave, as defined by the Act, and personal/carer's leave, in accordance with cl. 14 of this Agreement.
- c) 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.

### 20.3. Partner Leave

An Employee, who has completed at least 12 months continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave of at least ten days, will be paid for those ten days. The ten days of paid concurrent leave can be taken within six weeks of the birth/adoption of the child at a mutually convenient time to the Employer and Employee.

## 21. Family and Domestic Violence Leave

### 21.1. Leave Entitlement

- a) An Employee experiencing family violence is entitled to ten (10) days per year of paid family violence leave for the purpose of:
  - i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - ii) relocation or making other safety arrangements; or,
  - iii) other activities reasonably associated with the experience of family violence.
  - iv) Family violence leave may be taken as consecutive or single days or as fraction of a day (i.e., half day or quarter day).
  - v) Family violence leave is not cumulative from year to year.
  - vi) The Employer has discretion to provide additional family violence leave.

### 21.2. Notice and Evidentiary Requirements

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

- a) If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in cl. 21.1 (a). Such evidence may include a document issued by the police, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the Employee may provide a statutory declaration.
- b) The Employer must take all reasonable measures to ensure that any personal information provided by the Employee to the Employer concerning an Employee's experience of family violence is kept confidential.
- c) The School's contact for Employees experiencing family violence is the Principal, or a nominee appointed by the Principal.

## **22. Leave Without Pay**

- 22.1. A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of two Term weeks.
- 22.2. A Technician may apply for a further period of leave without pay, in addition to the periods of leave without pay during Non-Term weeks pursuant to cl. 49, which may be granted at the discretion of the Principal. A Technician agrees that entitlements under this Agreement do not accrue during any period of leave without pay granted under this clause.

## **23. Examination leave**

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

## **24. Qualification conferral leave**

- 24.1. 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.

## **25. Withholding of monies**

- 25.1. If an Employee fails to give the required notice upon termination of employment, the Employer may withhold from wages due to the Employee on termination under this Agreement, an amount that is no more than 2 week's wages for a Teacher or one week's wages for a Technician.

## **26. Performance and conduct management**

- 26.1. Performance Management

For matters that are conduct or performance related the MLC Discipline and Performance Management Policy and Procedure will apply.

- a) A formal performance management process will commence with the College advising the Employee in writing of:
- i) The time, date and place of the first formal meeting to discuss the Employee's performance;
  - ii) The Employee's right to be accompanied by a nominee of his/her choice at all meetings scheduled to discuss the Employee's performance;
  - iii) The College's concerns with the Employee's performance;
  - iv) The College's right to terminate the employment should the procedure not resolve the College's concerns.
- b) Formal performance management meetings will:
- i) include discussion of the College's concerns with the Employee:

- ii) give the Employee an opportunity to respond to the College's concerns;
  - iii) include discussions of any counselling or assistance, where appropriate, available to the Employee;
  - iv) include documentation, where appropriate;
  - v) set periods of review, as appropriate.
- c) The number of formal performance management meetings required for a particular employee is a matter for the discretion of the College.
- d) If, following the process, the College's decision is to terminate the employment of the Employee, then the College will give the required period of notice or payment in lieu of notice.

## 26.2. Conduct Management

- a) Without limiting the rights of the College or the Employee under any Act, the College will adopt the following procedure where the College is considering termination of employment for reasons related to the Employee's conduct. (This procedure will not apply where the Employer considers the Employee may have committed serious misconduct.)
- b) The College will advise the Employee in writing of:
- i) The commencement of the conduct management procedure;
  - ii) The time, date and place of the meeting to discuss the Employee's conduct;
  - iii) The Employee's right to be accompanied by a nominee of his/her choice at all meetings scheduled to discuss the Employee's conduct;
  - iv) The College's right to terminate the Employee's employment should the College's concerns not be resolved.
- c) The formal conduct management meeting(s) will:
- i) Include discussion of the College's concern with the Employee's conduct;
  - ii) Give the Employee an opportunity to respond to the College's concerns unless the College could not reasonably have been expected to provide the Employee with that opportunity;
  - iii) Include discussion of any counselling or assistance, where appropriate, available to the Employee.
- d) The number of formal conduct management meetings required for a particular employee is a matter for the discretion of the College.
- e) Concern with an Employee's conduct may be resolved by:
- i) Issuing the Employee with a warning, or a final warning in writing, according to the nature of the conduct;
  - ii) Terminating the employment of the Employee in accordance with the notice provision;
  - iii) Summary dismissal, where the Employee has committed serious misconduct of a kind such that it would be unreasonable to require the College to continue the employment during the notice period;
  - iv) Other action, appropriate to the situation.

## 27. Redundancy

### 27.1. Definition and application

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

The provisions of the NES will apply except as varied below.

### 27.2. The following redundancy pay scale will apply instead of the provisions in the NES:

#### a) If the Employee is 45 years of age or under

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and less than 7 years	16 weeks' pay
7 years and less than 8 years	18 weeks' pay
8 years and less than 9 years	20 weeks' pay
9 years and less than 10 years	22 weeks' pay
10 years and over	24 weeks' pay

#### b) If the Employee is over 45 years of age

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and less than 7 years	20 weeks' pay
7 years and less than 8 years	22.5 weeks' pay
8 years and less than 9 years	25 weeks' pay
9 years and less than 10 years	27.5 weeks' pay
10 years and over	30 weeks' pay

#### c) For the purposes of this clause:

- i) Weeks' pay means the ordinary time rate of pay for the Employee concerned.
- ii) Continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

27.3. 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 this Agreement 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.

27.4. Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice under this Agreement. 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.

27.5. 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 notice under this Agreement for the purpose of seeking other employment.
- b) At the request of the Employer, the Employee must produce proof of attendance at an interview.

## 28. Payment of Wages

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

## 29. Superannuation

29.1. Superannuation legislation

- a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund relevant provisions of the *Superannuation Guarantee (Administration) Act 1992 (Cth)* will be complied with.
- b) The rights and obligations in these clauses supplement those in superannuation legislation.

29.2. Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

29.3. Voluntary Employee contributions

- a) Subject to the governing rules of the relevant superannuation fund and relevant laws, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same

superannuation fund as the Employer makes the superannuation contributions provided for in cl. 29.1(a).

- b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- c) The Employer must pay the amount authorised under cl. 29.3(a) or cl. 29.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl. 29.3(a) or cl. 29.3(b) was made.

### **30. Accident Compensation and Accident Make-Up Pay**

#### **30.1. Entitlement to accident make-up pay**

Subject to cl. 31.1(c), where an Employee becomes entitled to compensation payments under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* (WIRC Act), the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:

- a) the amount of compensation payable under the WIRC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and,
- b) the amount that would have been payable under the Agreement (including the Employee's entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.
- c) Accident make-up pay will be paid for a maximum of 39 weeks, inclusive of non-Term weeks, in respect of the same injury.

#### **30.2. Accident make-up pay not payable**

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

#### **30.3. Accrual of entitlements during accident make-up pay**

If an Employee is absent from work because of an illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee does accrue leave as required by law.

#### **30.4. Accident make-up pay ceases**

- a) An Employee will cease to be entitled to accident make-up pay on the date upon which any of the following occur:
  - i) the Employee ceases to have an entitlement to receive weekly payments under the WIRC Act;
  - ii) the Employee's employment is lawfully terminated by the Employer for any reason;
  - iii) the Employee resigns; or,
  - iv) the Employee dies.

### **31. Criminal Records Checks**

- 31.1. The College reserves the right to periodically require Employees to undergo a Criminal Record Check. In the event that an Employee refuses to undergo a Criminal Record Check or that a Criminal Record Check provides a record of relevant criminal activity as determined by the College,

the College reserves the right to either suspend the Employee with or without pay, or to terminate an Employee's employment without notice.

- 31.2. All Employees are required to immediately advise the Principal or Director of Human Resources should they be the subject of any police investigation, charge or conviction that could impact on whether they are a fit and proper person to be trusted to work in a school environment and in the position held by the Employee. The College may take appropriate action, including suspending an Employee with or without pay or termination of employment if, in the opinion of the College any such investigation, charge or conviction is detrimental to the continued performance of duties by the Employee.
- 31.3. Employees who fail to comply with cl. 31 .2 will be subject to the Conduct Management Procedure as outlined in cl. 26.2, which may result in disciplinary action including: suspending an Employee with or without pay, or termination of employment.



## Part 4 – Conditions for Teachers

### 32. Types of Employment

The Employer is committed to utilising ongoing Employees in preference to Casual or Fixed-Term Employees. Additionally, Employees employed in a part-time capacity will have the opportunity to apply for additional hours prior to the employment of additional Employees, provided that this meets business needs.

There will be circumstances which necessitate that the Employer continues to engage Fixed-Term and Casual Employees subject to the Employer's needs.

32.1. Teachers 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.

32.2. Terms of engagement

- a) 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.
- b) 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 they will undertake a proportionate number of other duties normally expected of a full-time Teacher.
- c) 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.

32.3. Full-time employment

A full-time Teacher is engaged to work an average of 38 ordinary hours per week. Work includes face to face teaching hours, time for preparation, marking, planning, meetings and duties.

32.4. Part-time employment

- a) A part-time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the School or Early Childhood Service.
- b) Where the Employer requires a part-time Teacher to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered full-time and remunerated accordingly.
- c) Where the Teacher requests to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered part-time and paid for the actual hours worked.
- d) A part-time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a full-time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl. 32.2 (b).
- e) The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a full-time Teacher's face-to-face teaching hours are deemed to be 18 hours per week for secondary Teachers and 23 hours per week for primary Teachers:

$$\frac{\text{Hours of face to face teaching} \times \text{Annual Salary}}{\text{Hours of Full Time Teacher's face to face teaching}}$$

- f) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time (for example, a variation may be required during a term).
- g) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing in the case of a School Teacher or four weeks' notice in the case of an Early Childhood Teacher, or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks in the case of a School Teacher or four weeks in the case of an Early Childhood Teacher.

#### 32.5. Casual employment

- a) A person is a casual employee if an offer of employment made by the College to the person is made on the basis that the College makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person and the person accepts the offer on that basis and is an employee as a result of that acceptance.
- b) The Employer will engage a Casual Teacher for a full day or a half day.
- c) The rates of pay for a casual Teacher are contained in Schedule B and includes a 25% casual loading.
- d) A casual Teacher 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) paid personal/carer's leave;
  - vii) paid compassionate leave;
  - viii) paid parental leave;
  - ix) pro rata payment of salary inclusive of annual leave;
  - x) infectious diseases leave;
  - xi) examination leave; and,
  - xii) qualification conferral leave
  - xiii) paid family and domestic violence leave.

#### 32.6. Fixed-term employment

- a) 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.
- b) A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part-time or where the Employee has been employed for a period of less than 12 months.

- c) Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
  - i) the reason for the fixed nature of the employment;
  - ii) the date of commencement of the employment;
  - iii) the benefits which are applicable under this Agreement; and,
  - iv) the rights of any Employee being replaced.
- d) Subject to clause 12, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in cl. 40.
- e) A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
  - i) notice of termination (where the date of cessation of employment is stated at the time of appointment), and
  - ii) redundancy.

### **33. Ordinary Hours of Work**

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

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

33.3. The ordinary hours of work for a Teacher during Term weeks are variable. For example, the number of periods allocated in Semester 1 may need to be different to Semester 2 based on the learning needs of the current cohort of students.

33.4. The ordinary hours of work include meetings conducted in accordance with the "MLC Professional Development Program".

A Teacher, other than a Teacher to whom cl. 33.5 applies, is not required or requested to attend at the School during non-Term weeks but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

33.5. A Teacher engaged in one of the following roles or performing the following duties may be required to attend during non-Term weeks:

- a) co-curricular activities that are conducted during non-Term weeks;
- b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-Term weeks;
- c) a leadership position or position of responsibility where the Teacher is performing duties in non-Term weeks that are directly associated with their leadership position or position of responsibility;
- d) a Teacher whose contract of employment specifically requires attendance during non-Term weeks;
- e) a Teacher with boarding house responsibilities who is performing those duties during term weeks and non-Term weeks;

- f) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, where those duties relate to the position held by the Teacher.

33.6. The Employer will provide written notice of the term weeks when a Teacher will be required to attend. Term weeks are outlined in the College Planner and in the College timetable accessible on myMLC/MLC Hub.

33.7. 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.

## **34. Teacher Workload Management**

34.1. The Employer acknowledges the need to support Teachers in managing workload in the most effective manner, and in a way which is of benefit to both Teachers and students.

34.2. The parties to this Agreement commit to a process where Employees and the Employer will engage in ongoing dialogue to achieve this aim, including but not limited to participation in assessments and evaluations and transition periods (includes the proposed time, development requirements and support structures needed to implement policy, practice and technology initiatives) as deemed necessary by the Employer to ensure workload concerns are appropriately considered, and where necessary, addressed.

## **35. Breaks**

35.1. A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.

35.2. Where a Teacher employed in an Early Childhood Service is required to remain on the premises during the meal break they will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes no later than five hours after commencing work.

## **36. Annual Leave**

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

36.2. Timing of annual leave

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 year, unless otherwise agreed with the Employer.

36.3. Crediting of annual leave

A Teacher may take annual leave re-credited in accordance with the NES only during non-Term weeks as directed by the Employer.

### **37. Pro Rata Payment of Salary Inclusive of Annual Leave**

37.1. This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

37.2. The provisions of this clause will apply:

- a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or,
- b) in the calculation of payment in regard to pro rata salary if:
  - i) Teacher commenced employment after the school service date;
  - ii) a Teacher has taken leave without pay of more than two term weeks since the school service date; or,
  - iii) the hours which a Teacher has worked at the School have varied since the school service date.

37.3. Termination of employment

A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

37.4. 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 in any school year, 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.

37.5. Teachers who take approved leave without pay

Where a Teacher takes approved leave without pay for a period that (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 year following the School year in which the leave commenced:
- c) at the commencement of the leave, a payment will be calculated and made in respect of the school year in which the leave commences; or,
- d) 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.
- e) 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.

37.6. Calculation of payments

Payments are calculated using the following formula:

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

Where:

- P** is the payment due
- s** is the total salary paid in respect of term 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 Term weeks, or part thereof in the School year
- c** is the number of non-Term weeks, or part thereof, in the School year
- d** is the salary paid in respect of non-Term weeks (or part thereof) in the School year that have occurred since the School service date or date of employment in circumstances where the Teacher commenced employment after the School service date

37.7. For the purpose of this clause:

- a) Teacher means a Teacher other than a casual Teacher;
- b) Any period of paid birth-related or adoption-related leave is not included in the calculation of 's' or 'd' in this formula.

37.8. The formula is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher.

### 38. Annual Leave Loading

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

38.2. 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 normally be paid with each salary payment throughout the school year, by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.346%. The salary figures in Schedule B include leave loading.

### 39. Long Service Leave – Entitlement

39.1. A Teacher is entitled to long service leave. The NES specifies the entitlement for Teachers and Early Childhood Teachers.

The *Long Service Leave Act 2018* which commenced operation on 1 November 2018 is not applicable to Teachers or early Childhood Teachers.

39.1.1. A Teacher is entitled to long service leave:

- a) Of thirteen weeks upon the completion of fifteen years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980; and,

- b) Of thirteen weeks upon the completion of ten years of continuous employment for any period of employment commencing after 1 January 1980. A Teacher is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

39.1.2. Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven years of continuous employment.

39.1.3. A Teacher, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Teacher's normal salary.

39.2. A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

<b>Service prior to 1 February 1997</b>	
<b>Employment Arrangement</b>	<b>Entitlement to Payment</b>
(a) where all service for the period of employment ending 31 January 1997 was part-time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
(b) where full-time employment falls last	leave taken from the full-time credit will be paid at the current full-time salary, and leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment
(c) where part-time employment falls last	leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and, leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment
(d) where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	Average weekly hours will be struck over the actual period of part-time employment
<b>Service from 1 February 1997</b>	
<b>Employment Arrangement</b>	<b>Entitlement to Payment</b>
Time fraction has varied during service	Payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

39.3. Illness on Long Service Leave

39.3.1. Subject to the requirements of cl. 39.3.2, a Teacher who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Teacher. The Principal may require the Teacher to be examined by a registered medical practitioner of the Teacher's choice, provided the practitioner is reasonably accessible to the Teacher.

- 39.3.2. The Teacher's application under cl. 39.3.1:
- a) must be received by the Employer during the period of illness or injury;
    - i) must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and,
  - b) must indicate whether the Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement.
- 39.3.3. A Teacher who has completed seven years' continuous employment may apply for pro-rata long service leave.
- 39.4. Due to the operational requirements of the College timetable, Teachers working in the Senior School must take not less than one complete school term of long service leave.
- 39.5. Teachers must take long service leave within three (3) years of each time a complete school term of long service entitlement is accrued.
- 39.6. Where a Teacher does not take long service leave in accordance with cl. 39.5, the College may direct the Teacher to take not less than one complete school term of long service leave.
- 39.7. Where the Teacher requests to take long service leave in accordance with cl. 39.5 or where the College directs the Employee to take long service leave in accordance with cl. 39.6, notice periods of less than 12 months will be accepted if they are received/ provided by **late August** and can be included for consideration in the annual staffing process for the following year's timetable. Applications/ directions after **August** must provide 12 months' notice.
- 39.8. Notwithstanding the notice periods in this clause, the College acknowledges instances may arise where a Teacher may need to provide a lesser notice period to request access to long service leave. In those instances, the College will consider the operating requirements of the College and the reasons for the Teacher's request in its decision.
- 39.9. Notwithstanding the provisions of this clause, the College may approve periods of long service leave for less than one full Term where the operating requirements of the College are not impacted and where a Teacher's request requires special consideration.

## 40. Termination of Employment

- 40.1. Notice of termination is provided for in the NES, subject to this clause. This clause provides enterprise specific detail and supplements the NES.
- 40.2. Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to cl. 12, or a Teacher wishes to resign during a minimum employment period, the period of notice is specified by cl. 12.
- 40.3. Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service with the Employer, the Employer will give seven term weeks' notice in writing or make a payment in lieu of such notice.



- 40.4. Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to cl. 20 that the Teacher being replaced wishes to return from parental leave.
- 40.5. Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 40.6. Subject to cl. 12, a Teacher must provide the Employer with a minimum of seven term weeks' notice in writing.
- 40.7. The notice periods in this clause and in cl. 12 do not apply where the Teacher is guilty of serious misconduct.

#### **41. Job Search Entitlement**

- 41.1. Where the Employer has given notice of termination to a Teacher, a Teacher 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 Teacher after consultation with the Employer.

#### **42. Statement of Service**

- 42.1. Upon the termination of employment of a Teacher (other than a casual Teacher) the Employer will provide upon the request of the Teacher, a statement of service setting out:
- a) the commencement and cessation dates of employment; and,
  - b) for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

#### **43. Professional Learning**

- 43.1. A teacher may attend a minimum of one day of staff learning per annum for staff to attend approved relevant professional development.

#### **44. Victorian Institute of Teaching (VIT) registration or permission to teach**

- 44.1. Teachers who fail to maintain their VIT registration or permission to teach, may be subjected to disciplinary action as outlined in Conduct Procedure in cl. 26.2.
- 44.2. Cl. 44.1 will not apply if the lapse of VIT registration or permission to teach was beyond the Teacher's control, as determined by the College.

## **45. Relationship to Other Documents**

- 45.1. Although the document titled "Teaching Requirements at MLC Policy", which is located on the College intranet, does not form part of and is not incorporated into this agreement, Teachers are expected to be familiar with this document, as varied from time to time.

## Part 5 – Conditions for Technicians

The Employer is committed to utilising ongoing Employees in preference to Casual staff. Additionally, Employees employed in a part-time capacity will have the opportunity to apply for additional hours prior to the employment of additional Employees, provided that this meets business needs.

There will be circumstances which necessitate that the Employer continues to engage Casual Employees subject to the Employer's needs.

### 46. Types of Employment

46.1. Technicians will be employed in one of the following categories:

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

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

46.3. Full-time employment

A full-time Technician is a Technician engaged to work 38 hours per week or an average of 38 hours per week pursuant to cl. 47 (Ordinary Hours of Work).

46.4. Part-time employment

- a) A part-time Technician is a Technician 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 Technician will be paid an hourly rate of 1/38th of the weekly rate for the Technician's classification.
- c) A part-time Technician's entitlements will be calculated on a pro rata basis.
- d) At the time of engagement, the Employer and the part-time Technician will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Technician will work.
- e) The terms of the agreement in cl. 47.1d) may be varied by agreement between the Employer and a Technician. Any such variation will be recorded in writing.

46.5. Casual employment

- a) A person is a casual employee (Technician) if an offer of employment made by the College to the person is made on the basis that the College makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person and the person accepts the offer on that basis and is an employee as a result of that acceptance.
- b) A casual Technician will be paid as per Schedule G, which includes the casual loading.

- c) A casual Technician will be engaged and paid for a minimum of two hours for each engagement.
- d) A casual Technician must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Technicians.
- e) A casual Technician 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) paid personal/carer's leave;
  - vii) paid compassionate leave;
  - viii) paid parental leave;
  - ix) infectious diseases leave;
  - x) examination leave; and,
  - xi) qualification conferral leave
  - xii) Paid family and domestic violence leave.

## **47. Ordinary Hours of Work**

47.1. Subject to this clause, a full-time Technician's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Technician will be in accordance with cl. 47.2.

47.2. The ordinary hours of work may be averaged over a period of up to 12 months.

- a) The ordinary hours of work will be worked on no more than five days in any seven days and may be worked on any day from Monday to Friday between 7:00 am and 6:00 pm.
- b) Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Technicians 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.

47.3. Reasonable additional hours

- a) An Employer may require a part-time Technician to work reasonable additional hours in accordance with the provisions of this clause.
- b) Where the Technician's hours are averaged the Technician will be paid for all such additional hours at 125% of the ordinary hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl. 47.2( a), do not result in the Technician working more than eight hours on that day, and do not result in the Technician working more than the allowed maximum weekly ordinary hours during the averaging period; and,
- c) in all other cases the Technician will be entitled to payment at the appropriate overtime rate of pay (see cl 55.1) for any additional hours worked.
- d) Where the Technician's hours are not averaged the Technician will be paid for all such additional hours at 125% of the ordinary hourly rate of pay, provided that the additional

hours worked fall within the applicable daily spread of hours in cl. 47.2(a), and do not result in the Technician working more than eight hours on that day; and,

- e) in all other cases the Technician will be entitled to payment at the appropriate overtime rate of pay (see cl. 55.1) for any additional hours worked.
- f) Additional hours worked by a part-time Technician in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

#### 47.4. Breaks between periods of duty

- a) A Technician will be entitled to a minimum break of ten (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 a Technician to continue or resume work without having a 10-hour break off duty, the Technician 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 cl. 47.1a) and (a) do not apply to:
  - i) a Technician who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - ii) a Technician who is attending a school camp or excursion; or,
  - iii) a Technician working a broken shift.

#### 48. Annual Leave Loading

- a) During a period of annual leave, a Technician will receive a loading calculated on the rate of wage prescribed in Schedule E or Schedule F of this Agreement. Annual leave loading is payable on leave accrued on the following bases:
  - i) Technicians who would have worked on day work only had they not been on leave; 17.5% of their ordinary rate of pay.
  - ii) Technicians who would have worked on shift work had they not been on leave - 17.5% of their ordinary rate of pay or the applicable shift loading (see cl 54.1, whichever is the greater.
- b) Except that the Employer may, at its election, pay:
  - i) annual leave loading to the Technician with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.3426%. Where an Employer elects to pay annual leave loading with each salary payment throughout the school year, the Employer must advise the Technician in writing; or,
  - ii) annual leave loading in respect of the school year to the Technician with the first salary payment in December of that school year, at the rate of pay applicable on 1 December of that school year.
- c) The salaries in Schedules E and F include leave loading.

## 49. Leave without pay during non-Term weeks

### 49.1. Arrangements

A Technician may be required to take leave without pay during non-Term weeks, provided that:

- a) the Technician'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 a Technician during any such period, the existing Technician may be offered such work. The Technician who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and,
- d) appropriate work will mean such work as is available that is capable of being performed by the Technician. Remuneration for such work will be at the rate of pay applicable to the work being performed.

### 49.2. Calculating annual salary for a Technician on leave without pay during non-Term weeks.

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

$$A = \frac{C \times \text{working weeks} + 4 \text{ weeks annual leave} + P}{52.18}$$

Where:

<b>A</b>	means the Technician's adjusted annual salary
<b>C</b>	means the annual salary (as contained in clause Schedule E) for the Technician's classification
<b>Working weeks</b>	means the number of weeks that the Technician is required to work
<b>P</b>	means the number of public holiday days that the Technician would be entitled to during the period of annual leave as a fraction of a week.

- c) For the purpose of calculating any allowance or penalty for a Technician, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- d) A Technician 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.

## 50. Long Service Leave – Entitlement

An Employee is entitled to long service leave.

The *Long Service Leave Act 2018* which commenced operation on 1 November 2018 specifies this entitlement for Technicians.

### 50.1. A Technician is entitled to long service leave:

- a) Of thirteen weeks upon the completion of fifteen years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 31 October 2000; and,
- b) Of thirteen weeks upon the completion of ten years of continuous employment for any period of employment commencing after 1 November 2000. A Technician is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

50.1.1. Accrued long service leave will be paid in lieu where a Technician's employment is terminated after seven years of continuous employment.

50.1.2. A Technician, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Technician's normal salary.

50.1.3. A Technician, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Technician's time fractions over the period of eligible service. However, where the *Long Service Leave Act 2018* provides a Technician with a higher payment for long service leave, the *Long Service Leave Act 2018* entitlement will apply.

## 50.2. Illness on Long Service Leave

50.2.1. Subject to the requirements of cl. 50.2.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

50.2.2. The Employee's application under cl. 50.2.1:

- a) must be received by the Employer during the period of illness or injury;
  - i) must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and,
  - ii) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

50.3. A Technician who has completed seven years' continuous employment may apply for pro rata long service leave.

50.4. A Technician must take long service leave within three (3) years of accruing their entitlement to long service leave.

50.5. Where the Technician does not take long service leave in accordance with cl. 50.4, the College may direct the Technician to take long service leave.

50.6. Where the Technician requests to take long service leave in accordance with cl. 50.4 or where the College directs the Technician to take long service leave in accordance with cl. 50.5, a minimum of six months' notice must be given.

- 50.7. Notwithstanding the notice periods in this clause, the College acknowledges instances may arise where a Technician may need to provide a lesser notice period to request access to long service leave. In those instances, the College will consider the operating requirements of the College and the reasons for the Technician's request in its decision.

## **51. Termination of Employment**

- 51.1. Notice of termination is provided for in the NES subject to this clause. This clause provides enterprise specific detail and supplements the NES.
- 51.2. Where the Employer wishes to terminate the employment of a Technician serving a minimum employment period pursuant to cl. 12, or a Technician wishes to resign during the minimum employment period, the period of notice is specified by cl. 12.
- 51.3. Where the Employer wishes to terminate the employment of a Technician, where the Technician has had more than six months' continuous service with the Employer, the Employer will give four term weeks' notice in writing or full payment in lieu.
- 51.4. Payment in lieu is based on the salary and rates of pay in Schedule E or Schedule F that a Technician would have received by working during the notice period if the Technician's employment had not been terminated.
- 51.5. Subject to cl. 12, a Technician must provide the Employer with four term weeks' notice in writing.
- 51.6. The notice period in this clause and in cl. 12 do not apply where the Technician is guilty of serious misconduct.
- 51.7. Job search entitlement
- Where an Employer has given notice of termination to a Technician, a Technician 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 Technician after consultation with the Employer.

## **52. Breaks**

### **52.1. Meal break**

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

### **52.2. Rest break**

At a time suitable to the Employer, a Technician 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 a Technician may agree to one rest break of 20 minutes in place of the two x 10-minute rest breaks.



## 53. Shift Work

### 53.1. Ordinary hours for shift work

The ordinary hours for shift work 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 cl. 47.1.

### 53.2. 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. 47.1;
- b) afternoon shift is a shift which is not a day shift, and which finishes after the ordinary hours identified in cl. 47.1; 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.

### 53.3. Broken shifts

- a) A Technician 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) A Technician, 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 (see cl 55.1).

### 53.4. Rostering

- a) For Technicians working to a roster, a roster showing normal starting and finishing times and the name of each Technician will be prepared by the Employer and will be displayed in a place conveniently accessible to the Technicians at least seven days before the commencement of the roster period.
- b) A Technician may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl. 54 - Penalty .
- 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 cl. 53.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Technician is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Technician, a Technician must be given 48 hours' notice of a change to a rostered shift. If

48 hours' notice is not provided, the Technician 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 a Technician to work on a day which would otherwise have been the Technician's day off, the day off instead will be arranged by mutual consent.

## 54. Penalty Rates

### 54.1. Shift work

- 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.

### 54.2. Saturday and Sunday work

- a) A Technician 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.

54.3. The penalty rates within this clause and in cl. 55 (Overtime) are not cumulative. Where a Technician is entitled to more than one penalty or overtime rate, the Technician will be entitled to the highest single penalty rate.

## 55. Overtime and Other Matters

### 55.1. Overtime rates

- a) A Technician will be paid overtime for all authorised work performed outside of or in excess of the ordinary (see cl 47.2(a) 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

Overtime will be calculated daily.

### 55.2. Time off instead of overtime payment

- a) The Employer and a Technician may agree that a Technician 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, within the current school year.

55.3. Make-up time

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

55.4. Tax will be deducted from remuneration under this Agreement as required by law.

Notwithstanding anything contained elsewhere in this Agreement the specific entitlements in this Agreement are stand alone and discrete and are not cumulative in nature. In particular, if two or more of the monetary entitlements contained in clauses 18.2, 47.3 (b), 53.4 (b), 53.4(d), 54.1, 54.2 and 55.1 could be interpreted to apply to an employee at the same time the employee will be paid the greater entitlement only.

## Signatories Page

### Employer Representative

**Signed:**



**Date:** 20 December 2021

**Name in full (printed):** Diana Vernon

**Authority to sign explained:** Principal

**Address:** Methodist Ladies' College Ltd  
Barkers Road  
Kew, VIC 3101

**Witnessed by:**



**Witness Name in full:** James Berry

**Witness address:** Methodist Ladies' College Ltd  
Barkers Road  
Kew, VIC 3101

### Employee Representative

**Signed:**



**Date:** 20 December 2021

**Name in full (printed):** Chris Heath Science Teacher

**Authority to sign explained:** Bargaining Representative

**Address:** Methodist Ladies' College Ltd  
Barkers Road  
Kew, VIC 3101

**Witnessed by:**



**Witness name in full:** Meg McMahon

**Witness address:** Methodist Ladies' College Ltd  
Barkers Road  
Kew, VIC 3101

## 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.

### 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 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.2.3 In the case of an early childhood/preschool Teacher, the following will count as service:

- a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
- b) teaching experience of children from four to eight years (or in the infants' department) of a school registered and/or accredited under the relevant authority in each state or territory;
- c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent; and,
- d) service as a diploma qualified childcare worker, at the rate of one year for every three years' service up to a maximum of four years.

### A.3 Evidence of Qualifications

A3.1 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 will commence at Level 1 and subject to A.4.2, A4.3, A4.4, A4.5, A4.6, A4.7, A.4.8, A.4.9 progress to the top of the scale in annual increments after the completion of the equivalent of a School Year.

A.4.2 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.

A4.3 At the College's discretion, it may consider other relevant experience to be the equivalent of teaching experience.

A.4.4 Advancement from level 4 to level 5 shall be subject to the Teacher satisfying the requirements of an Accomplished Teacher. The College's decision to advance a Teacher from level 4 to level 5 will

be subject to the Teacher demonstrating that the requirements have been met, as determined by the College.

- A.4.5 A Teacher classified as level 2 or level 3 can apply once for early assessment against the requirements of an Accomplished Teacher. If they demonstrate that the requirements for an accomplished Teacher have been met, as determined by the College, then they will increase to level 5 at their next increment date. If they do not demonstrate the requirements have been met, they will be eligible to re-apply once they have attained level 4.
- A.4.6 Advancement from level 9 to level 10 shall be subject to the Teacher satisfying the requirements of an Expert Teacher. The College's decision to advance a Teacher from level 9 to level 10 will be subject to the Teacher demonstrating that the requirements have been met, as determined by the College.
- A.4.7 A Teacher classified as level 7 or level 8 can apply once for early assessment against the requirements of an Expert Teacher. If they demonstrate that the requirements for an Expert Teacher have been met, as determined by the College, then they will increase to level 10 at their next increment date. If they do not demonstrate the requirements have been met, they will be eligible to re-apply once they have attained level 9.
- A.4.8 Advancement from level 11 to level 12 shall be subject to the Teacher satisfying the requirements of an Exemplary Teacher. The College's decision to advance a Teacher from level 11 to level 12 will be subject to the Teacher demonstrating that the requirements have been met, as determined by the College.
- A.4.9 A Teacher retains the classification of level 12 (Exemplary Teacher) for four years and will need to demonstrate they have maintained exemplary teaching standards, as determined by the College, by meeting the criteria of the "re-assessment process" every fourth year. If a Teacher does not meet the criteria or chooses not to participate in the "re-assessment process" the Teacher will revert to a level 11 Teacher and be paid a level 11 Teacher's salary, effective the following 1st of February.
- A.4.10 The College may determine the salary of any Teacher for whose circumstances no provision is made.
- A.4.11 Details of the Teacher Classification Process are provided for in the 'New Teacher Evaluation and Salary Band Classification Process'. This does not form part of this Agreement.

## Schedule B – Teacher Salaries

### B.1 Teacher Salaries

The salary for a full-time Teacher will be determined in accordance with the provisions outlined in Schedule A, and will be not less than prescribed in the following table:

Classification	01 Feb 2022	01 Feb 2023	01 Feb 2024
	2.25%	2.5%	2.7%
12	\$132,900	\$136,200	\$139,900
11	\$125,400	\$128,500	\$132,000
10	\$113,950	\$116,800	\$119,950
9	\$110,500	\$113,250	\$116,350
8	\$107,200	\$109,850	\$112,850
7	\$103,500	\$106,100	\$108,950
6	\$100,650	\$103,150	\$105,950
5	\$97,850	\$100,250	\$103,000
4	\$95,100	\$97,500	\$100,150
3	\$92,450	\$94,750	\$97,350
2	\$87,450	\$89,650	\$92,050
1	\$85,000	\$87,100	\$89,450

B.2.1 The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

### B.3 Annual Leave Loading

The annual salary in B.1 includes annual leave loading.

### B.4 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 cl. 32.4

### B.5 Casual Teacher

The salary payable to a casual Teacher will be no less than the rates listed below or the applicable rate pursuant to the Educational Services (Teachers) Award 2020, whichever the greater:

- a) \$387.67 per day
- b) \$193.46 per half day

## Schedule C – Teacher Allowances

### C.1 Positions of Responsibility Allowance

The Employer operates an Allowance Structure. Teacher Allowances reflect the strategic directions and priorities of the Employer. The details of the Allowance Structure and review process sit within the 'Teacher Allowance Review Procedure' as amended from time to time. This document is not incorporated into and does not form part of this Agreement.

Allowances will be published on a shared site for all Teachers to access.

Financial component of Allowances will increase annually at a rate to be set by the Employer.

### 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**

\$0.80 per kilometre with a maximum payment up to 400 kilometres per week.

**b) Motorcycle**

\$0.27 per kilometre with a maximum payment up to 400 kilometres per week.

C.2.12 The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle or motorcycle which is used by a Teacher in the performance of the Teacher's duties.

### C.5 Adjustment of Expense Related Allowances

At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

- a) Allowance (Applicable Consumer Price Index figure)
- b) Vehicle allowance (Private motoring sub-group)

### C6. Camp Allowance

An Allowance of \$90 per night is payable for all camps that are an inherent part of a teacher's role.



## Schedule D – Technician Classification Structure

### D.1 Category 1 — Assistant

Assistants are required to perform a combination of a wide range of routine tasks under reasonably direct supervision but after gaining some experience may exercise some discretion and autonomy. Staff in these positions are familiar with basic OH&S practices for a safe workplace. They work within policies, procedures and established practices and update documentation as required pertaining to tasks undertaken.

#### D.1.1 Qualifications

No formal qualifications are required. Certification requirements may be required to perform specific tasks e.g., First Aid, safe food handling, Driver Licence.

#### D.1.2 Typical Duties:

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##### Art and Design

- Prepare art materials for use in art projects
- Maintain a clean and safe work environment
- Within the classroom, assist students with direction from the class Teacher.

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##### Audio-Visual

- Assist Technicians with set ups and pack ups of equipment
- Assist with Information Desk duties including loans and all forms of enquiries and refer to appropriate personnel where necessary
- Prepare standard documentation and data entry
- Operate and instruct staff and students in the basic use of audio-visual equipment.

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##### Home Economics and Hospitality

- Prepare for all practical and demonstration classes, including preparation of ingredients and food items and provide equipment
- Maintain all equipment in both practical and demonstration classrooms
- Maintain the cleanliness of classrooms daily as well as the cleanliness of preparation kitchen and equipment at all times
- Thorough cleaning of both practical and demonstration classrooms at the end of each term
- Assist Teachers in the classroom and with accessing resources, download photos and maintain the photo gallery
- Attend to student requests, in consultation with other staff when needed and complete preparation for practical sessions when required.

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##### Library

- Attend to shelf reading, checking and shelving duties and monitor the physical conditions of library materials
- Attend to accessioning and processing items
- Participate in the stocktake
- Record library statistics
- Utilise a basic knowledge of the library circulations module to assist with Information Desk duties as required
- Undertake basic administration duties, including assisting with library displays and preparation of library events
- Use and demonstrate the operation of library equipment.

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##### Science

- Assist all Technicians in maintaining a clean and safe environment and adhering to safety measures
  - Under direction prepare solutions, stains and media for general use
  - Assist with the care of flora/fauna
  - Assist with care of equipment and materials by reporting the damage, assisting with simple maintenance or arranging repairs
  - Assist with the stocktake of equipment and materials
  - Basic administrative duties
  - Set out equipment and materials for classroom/departmental use and then clear after use.
-

## D.2 Category 2 — Technician

Technicians will provide ongoing technical support and may be attached to a particular department or function if required. They will have a sound knowledge of their field of expertise and specialist technical skills. They are required to provide assistance to staff and/or students and respond to queries. Roles in this category could also be expected to advise/demonstrate to Teachers and/or students the use of equipment, systems or processes.

Whilst initially working under direction, with experience, the Technician works with greater autonomy and responsibility, utilising problem-solving skills and some degree of initiative and discretion with tasks. They need to have a sound understanding of OH&S requirements and comply with policies.

### D.2.1 Qualifications

Positions require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or gained from appropriate on the job relevant experience.

### D.2.2 Typical Duties

In addition to some/all of Category 1 duties, the duties of Category 2 positions may include some or all of the following:

---

#### Art and Design

- Utilise their knowledge of an area or areas of art practice to routinely maintain plant and materials to ensure the smooth running of curriculum programs
- Use knowledge of materials and techniques to assist with student projects
- Understand and apply OH&S principles to art practice
- Provide ongoing routine studio support
- Routine firing of kilns and maintenance of Kiln furniture
- Mixing photo-chemicals and darkroom setup and pack up
- Assist with printmaking processes including press use
- Preparation of artwork for exhibitions and exhibition hanging
- Assist with sales, stock handling and stock take in the Art Store
- Photograph and record student work for the online gallery.

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#### Audio-Visual

- By utilising their knowledge of an area or areas of audio-visual practice, provide ongoing routine audio-visual support through:
  - o Set ups and pack ups of audio-visual technology for College events
  - o Operating audio-visual equipment for College events
  - o Assisting Senior Technicians in the operation of audio-visual technology and stagecraft of College events
  - o Asset management and cataloguing of equipment
- Assisting Senior Technicians with the digital delivery system and equipment repairs
- Undertake Information Desk duties
- Make recommendations for recurrent purchases
- Prepare documents and reports as required
- Maintain the security of audio-visual equipment and related materials in venues, storerooms and audio-visual offices
- Provide general audio-visual support to students and Teachers
- Demonstrate and explain the operation of consumer equipment to students and staff
- As required provide general technical training in the use of audio-visual technology under supervision of a Senior Technician
- Produce resource materials as required (e.g., multi-media kits, manuals, video and film clips).

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#### Home Economics and Hospitality

- Place food orders, collect and collate recipes/food orders from teaching staff and check if appropriate stock is in stores
  - Rotate stock accordingly, return damaged stock upon delivery to supplier
  - Communicate with food suppliers regarding orders, receiving stock, queries, discrepancies and invoices
-

- Receive, record temperature, check and coordinate goods passing into and out of storage areas including cool/refrigerators/freezers and dry storage room
- Maintain all safety procedures and records on inward and outgoing stock
- Maintenance and cleaning of storage areas
- Maintain department laundry requirements.

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#### Library

- Undertake information desk duties including on-line bookings, respond to queries and assist Teachers in supervising students
- Use reference, bibliographic and citation skills as well as Library NetOPAC searching and knowledge of web search tools, databases and the Library website to respond to queries
- Be familiar with emerging technologies and utilise Web 2.0 tools daily to improve information access for students and staff
- Undertake simple cataloguing including copy cataloguing
- Place orders and process invoices through the library system
- Maintain magazine subscription and circulation, including provision of newspaper supply, in consultation with manager
- Attend to administrative duties such as preparing agenda, taking minutes, collating statistics and preparing reports as required
- Respond to and resolve basic copyright issues/queries
- Maintain library equipment and oversee library materials stock
- Contribute to budget submissions
- Process inter-library loans.

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#### Science

- Use, calibrate and maintain basic equipment and materials required in experiments
- Prepare simple chemical solutions with appropriate labelling
- Using biological hazard control procedures, prepare, use and dispose of basic culture media using aseptic technique
- Use and prepare equipment and samples for microscopic examination and dissection
- Know and utilise the procedures for ethical use and care of fauna and flora in the school laboratory
- Operate basic data logging and audio-visual equipment in the laboratory/classroom
- Understand and use hazard identification, risk assessment procedures, SDS and chemical labelling legislation
- Assist in the ordering, storage, record keeping, maintenance and security of chemicals, equipment and resources
- Have a fundamental understanding of the concepts and practical requirements of the curriculum to advise Teachers and students as required
- Liaise with Teachers regarding their requirements for practical work and maintain an efficient system for the use and allocation of materials and equipment
- Demonstrate laboratory techniques, practical activities and skills to students and Teachers, including the care of equipment.

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### D.3 Category 3 — Senior Technician

Senior Technicians in roles defined by this category work autonomously, display initiative and regularly solve problems that arise in their daily work. They are usually responsible for specialised areas of their workplace, including the management and communication of any OH&S requirements. They work in conjunction with other areas of the College and liaise with external providers as required.

Senior Technicians have highly specialist knowledge and technical skills. They provide assistance to staff and advise/demonstrate to staff and/or students specific skills. Senior Technicians may be required to train other staff in Categories 1-3 on specific skills. They may also assist in supervising the work of staff in Categories 1 or 2. They may work with students over extended periods of time on tasks, providing more specific information on processes or tasks.

### D.3.1 Qualifications

Positions require knowledge and skills which would normally be gained by the completion of a relevant Diploma/Certificate IV and appropriate work-related experience.

### D.3.2 Typical Duties

In addition to some/all of Categories 1 and 2 duties, the duties of Category 3 positions may include some or all of the following:

---

#### Art and Design

- Utilise their thorough knowledge of an art practice and a general knowledge of art making methods to assist:
- Teachers manage processes and specialist techniques in classrooms
- students with the completion of their work
- Provide support across a wide range of disciplines outside their own specialisations
- Provide a depth of knowledge and skill with regard to art presentation and curatorial practice
- Take responsibility for a specialist area within the department ensuring equipment and plant is functioning, materials and tools are supplied and maintained
- Responsibility for a specialist role such as creating content and managing Intranet online galleries
- Regularly interact with a range of external or internal clients to provide advice or specialist information
- Understand the OH&S context of art practice and provide practical support, identifying hazards and developing risk minimisation strategies for students and staff
- Provide advice including instruction in specialised art processes to students and staff.

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#### Audio-Visual

- Utilise their thorough knowledge of a specialist skill and general audio-visual knowledge to assist Teachers manage events, assist students with the completion of their work and provide specialist information or advice to external clients
- Conduct training and instruction to staff and students as required
- Design and produce resource materials for a range of audio-visual functions
- Operate complex audio-visual technology and stagecraft in College events
- Management of the digital resources delivery system
- Coordinate repairs of College audio-visual equipment
- Regularly liaise with external providers
- Liaise with staff across departments in pre-production meetings for major College events and other curricular and co-curricular activities
- Evaluate and improve where required existing practises across a range of audio-visual functions
- Evaluate, research and make recommendations for purchases including capital works
- Assist the manager with development and implementation of operational, OH&S and budgetary policy within the department.

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#### Home Economics and Hospitality

- Implement the food safety program as required by MLC including updating records and recording temperatures
  - Perform calibration checks for food safety equipment
  - Promptly and accurately keep records in line with the Food Safety Program
  - Develop and implement food safety documents to be used within the department
  - Compile cyclical planners and liaise with teaching staff to negotiate changes
  - Liaise with teaching staff to collate student dietary requirements, determine suitable options and where appropriate prepare the food for the Terrace Restaurant
  - Liaise with maintenance to ensure equipment and facilities are in good working order
  - Oversee the maintenance and security of equipment and practical areas
  - Liaise with Teachers and key external personnel
  - Coordinate student and staff requests for food and equipment outside the department in consultation with the Head of Department
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- Utilising an understanding of the practical requirements of the curriculum, organise the requirements for practical classes
- Assist the Head of Department with development and implementation of operational, OH&S and budgetary policy within the department.
- Liaise with teaching staff on their needs for practical work and maintain an efficient system, setting priorities where necessary.

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#### Library

- Respond to complex reference and information enquiries
- Assist Teacher librarians in supporting IB extended essay research needs
- Utilise an extensive knowledge of the library information management system to undertake inter-related ordering, cataloguing and periodical tasks
- Undertake original cataloguing
- Maintain collection classification, incorporating new technologies and trends using DDC, AACR2/RDA, SCIS, LCSH
- Utilising problem-solving skills, place complex orders by consulting selection tools
- Propose or initiate specific collection management and development projects and manage them under the guidance of the Curriculum Resources Coordinator
- Evaluate and improve where required existing practises across a range of library functions
- Evaluate, research and make recommendations for purchases including capital works
- Resolve complex copyright issues
- Prepare annual library budget submissions and monitor expenditure in specified area
- Organise library events as required, including coordinating parent volunteers
- Chair Technical Services meetings.

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#### Science

- Utilise their thorough knowledge of OH&S legislation, regulations and codes of practice to:
  - identify hazardous substances as well as maintain a hazardous substances register and be able to recommend alternative chemicals for use in investigations where necessary
- Prepare risk assessments for activities in the preparation area and, in conjunction with Teachers, in the laboratory. Develop appropriate risk control methods
- Develop and implement measures for safe handling/storage/disposal of hazardous substances
- For their area, coordinate ordering, labelling, storage and stocktaking of science equipment, chemicals and other resources; create and maintain databases to manage this information
- Evaluate/select equipment and make recommendations for purchase
- Perform calibration checks and operate specialist laboratory equipment and instruments
- Prepare standard solutions, stains and media
- Coordinate the care of flora and fauna in their area in accordance with current regulations and with appropriate licences or permits
- Coordinate practical classes, excursions, incursions and competitions for their area
- Assist in developing budgetary proposals and administer Science budgets for their area
- Have a good understanding of the requirements of the curriculum to assist in curriculum planning, development and production of resource materials
- Advise Teachers on the technical components of the curriculum, including safety considerations
- Review, evaluate and modify laboratory practice if required and suggest alternative experiments
- Oversee the cleanliness, maintenance and security of equipment and laboratories.

## D.4 Category 4 – Coordinator

Coordinators in Category 4 roles have highly specialist knowledge, are highly skilled and will have coordination responsibilities for a department. They also supervise the work of staff in Categories 1-3. Coordinators are often required to exercise significant initiative and discretion and deal with complex tasks. They frequently initiate ideas and projects that support the strategic directions of

the department /function and coordinate their implementation as well as coordinate daily departmental requirements. Their work often involves gaining cooperation from other members of the MLC community as well as external providers. Coordinators may take responsibility for compliance requirements of contractors and work under supervision of Teachers, training students on specialist techniques over an extended period of time. They may be required to train other staff on specific skills and participate in the recruitment of staff in Categories 1-3.

The work of Coordinators often involves evaluating processes for improvement and planning for future needs of the College. They provide advice to Senior Management on complex issues.

#### D.4.1 Qualifications

Positions require knowledge and skills which would normally be gained by the completion of a relevant Diploma and appropriate work-related experience.

#### D.4.2 Typical Duties

In addition to some/all of Categories 1, 2 and 3 duties, the duties of Category 4 positions may include some or all of the following:

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##### Art and Design

- Oversee/coordinate the functioning of multiple studios
- Responsible for maintaining the safety and serviceability of the studio's infrastructure and equipment, keeping associated records and liaising with external suppliers/service providers and internal relevant authorities in carrying out these duties
- Provide administrative support and coordination of all studios OH&S including maintaining records, evaluating new processes and complying with the OH&S regulatory framework and College procedures, facilitating the flow of information to staff and students to ensure awareness of technical operations and safety
- In consultation with the Head of Department, coordinate the work of all Art Technicians to ensure departmental goals are achieved.

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##### Audio-Visual

- Assist with the overall planning and management of Audio-Visual Services, particularly with the day-to-day operation (including rosters) and resolving any complex issues
- Allocate and direct Technicians in the technical support requirements for College events
- Guide the technical team in the selection and use of audio-visual equipment for College events
- Present training to technical staff, and arrange training where appropriate to ensure all staff have the necessary skills
- Arrange for Technician replacements and coordinate all levels of staffing in the audio-visual department
- Within the Audio-visual Services strategic framework:
  - o Design and supervise experimental and professional learning programs for staff
  - o Evaluate venues, technology and equipment requirements for inclusions in budget submissions
  - o Regularly liaise with internal and external bodies for acquisition of relevant equipment
    - Coordinate Technicians to evaluate and improve where required existing practises and across a range of audio-visual functions
- Liaise with relevant staff regarding requirements for technology and venue upgrades.

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##### Home Economics and Hospitality

- Work in conjunction with the Head of Department to facilitate food auditing procedures
  - Undertake the role of food safety supervisor in the Terrace Restaurant/Café service
  - Provide advice including instruction in specialised processes through a regular timetable to students
  - Manage and oversee the preparation of food for practical and demonstration classes
  - As a result of internal food audits, third party audits and council inspections, coordinate the implementation of any recommendations
  - Liaise with cleaners to ensure that the department is cleaned according to the Food Safety Plan and that the equipment register in practical kitchens is completed
-

- Liaise with suppliers to ensure HACCP certificates are current, ensure delivery drivers' vehicles comply with food safety standards
- Liaise with maintenance and contractors to ensure equipment and facilities are in good working order
- Oversee the maintenance and security of equipment and practical areas
- Coordinate venue bookings for Level 2 Centenary Building taking into account the needs of College requirements for venues
- Develop the chemical register, coordinate equipment, food, chemicals and other resources; create and maintain the database
- Evaluate and select equipment and make recommendations for purchases
- Assist Teachers with the coordination of a support function
- Assist Teachers with curriculum planning and produce resource materials where appropriate
- Coordinate Technicians to research, review, evaluate and modify recipes and methods of practise prior to student practical classes
- In consultation with the Head of Department, coordinate the work of all Home Economics and Hospitality Technicians to ensure departmental goals are achieved.

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### Library

- Assist Director and Librarian with the overall planning and management of the Walton Library
- Assist the Curriculum Resources Coordinator with collection management of the Walton Library
- Coordinate Technician and Teacher Librarian replacements and manage all levels of staffing in the library (including Junior School) by liaising with the Replacement Teacher Organiser and rearranging rosters as required
- Manage the day-to-day operation of the Technical Services team, including casual and student assistants
- Supervise the operation of the circulations system (materials borrowed, returned, re-shelved)
- Coordinate Technicians to undertake detailed research tasks of an independent nature
- Present training to technical staff, and arrange training where appropriate to ensure all staff have the necessary skills
- Manage the overdue /resource return / billing process for MLC Libraries and respond to parent queries
- Coordinate the Technical Services team to undertake the annual stock-take
- Liaise with internal and external bodies for the acquisition of relevant technology
- Supervise Industry Placement students
- Assist Teacher Librarians in preparing library work-based programs for students with special needs and/or work experience.

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### Science

- Coordinate the management of the various Science areas within the College, including laboratories, preparation rooms, storage areas, Science gardens and the Greenhouse
  - Assist the Head of Department with the development and implementation of operational, OH&S and budgetary policy within the department
  - Provide administrative support and coordination of all laboratory OH&S requirements, including maintaining records, evaluating new processes and complying with the OH&S regulatory framework and College procedures, facilitating the flow of information to staff and students to ensure awareness of technical operations and safety
  - Coordinate departmental activities and projects as required
  - In consultation with the Head of Department, coordinate the work, training and staff learning of all Science Technicians to ensure departmental goals are achieved.
-

## Schedule E – Salaries for Technicians with Annual Leave

### E.1 Annual Rates of Pay

The Employer will pay an adult full-time Technician with four weeks annual leave, not less than the annual rate of pay specified for the Technician's classification prescribed by the following table, from the first full pay period commencing after the operative date of the Agreement.

	01 Feb-2022	01 Feb 2023	01 Feb-2024
<b>Category 1</b>	<b>2.25%</b>	<b>2.5%</b>	<b>2.7%</b>
Level 1	\$58,350	\$59,800	\$61,450
Level 2	\$61,000	\$62,550	\$64,250
Level 3	\$63,700	\$65,250	\$67,050
Level 4	\$66,400	\$68,050	\$69,900
Level 5	\$69,050	\$70,750	\$71,700
<b>Category 2</b>			
Level 1	\$69,400	\$71,150	\$73,050
Level 2	\$71,350	\$73,150	\$75,100
Level 3	\$73,650	\$75,500	\$77,500
Level 4	\$75,900	\$77,800	\$79,900
Level 5	\$78,200	\$80,150	\$82,300
<b>Category 3</b>			
Level 1	\$79,100	\$81,100	\$83,300
Level 2	\$81,000	\$83,050	\$85,250
Level 3	\$83,800	\$85,900	\$88,250
Level 4	\$86,650	\$88,800	\$91,200
Level 5	\$89,450	\$91,700	\$94,150
<b>Category 4</b>			
Level 1	\$90,100	\$92,350	\$94,850
Level 2	\$91,950	\$94,250	\$96,800
Level 3	\$94,400	\$96,750	\$99,350
Level 4	\$96,850	\$99,300	\$101,950
Level 5	\$99,300	\$101,800	\$104,550

### E.2 Annual Leave Loading

The annual salary in E.1 includes annual leave loading.

### E.3 Incremental Progression

- A Technician will commence at Level 1 within the relevant Category and progress to Level 5 in annual increments after the completion of working the equivalent of a School year.
- A part-time Technician employed for 40 per cent or less of a full-time load will be required to complete 24 months' service before progressing to the next level.
- Prior experience of a Technician at an equivalent category in another School will be taken into consideration when appointing a Technician to a Level within a Category, upon their appointment at MLC. At the College's discretion, it may consider other directly comparable experience.



## E.4 Junior Employees

A junior Employee is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of Adult Rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

## Schedule F – Salaries for Technicians Working Only During Term Weeks

### F.1 Annual Rates of Pay

The Employer will pay an adult full-time Technician working only during term weeks, not less than the annual rate of pay specified for the Technician's classification prescribed by the following table, from the first full pay period commencing after the operative date of the Agreement.

	01 Feb-2022	01 Feb-2023	01 Feb-2024
<b>Category 1</b>	<b>2.25%</b>	<b>2.5%</b>	<b>2.7%</b>
Level 1	\$49,450	\$50,700	\$52,050
Level 2	\$51,700	\$53,000	\$54,450
Level 3	\$53,950	\$55,300	\$56,800
Level 4	\$56,200	\$57,600	\$59,150
Level 5	\$58,450	\$59,900	\$61,550
<b>Category 2</b>			
Level 1	\$59,050	\$60,550	\$62,200
Level 2	\$60,400	\$61,900	\$63,600
Level 3	\$62,350	\$63,900	\$65,650
Level 4	\$64,300	\$65,900	\$67,700
Level 5	\$66,250	\$67,900	\$69,700
<b>Category 3</b>			
Level 1	\$66,950	\$68,600	\$70,450
Level 2	\$68,700	\$70,400	\$72,300
Level 3	\$71,150	\$72,900	\$74,900
Level 4	\$73,650	\$75,500	\$77,500
Level 5	\$76,100	\$78,000	\$80,100
<b>Category 4</b>			
Level 1	\$76,700	\$78,650	\$80,750
Level 2	\$78,200	\$80,150	\$82,300
Level 3	\$80,300	\$82,300	\$84,500
Level 4	\$82,450	\$84,500	\$86,800
Level 5	\$84,550	\$86,650	\$89,000

### F.2 Annual Leave Loading

The annual salary provisions in F.1. include annual leave loading.

### F.3 Incremental Progression

- A Technician will commence at Level 1 within the relevant Category and progress to Level 5 in annual increments after the completion of working the equivalent of a School year.
- A part-time Technician employed for 40 per cent or less of a full-time load will be required to complete 24 months' service before progressing to the next level.
- Prior experience of a Technician at an equivalent category in another School will be taken into consideration when appointing a staff member to a Level within a Category, upon their appointment at MLC. At the College's discretion, it may consider other directly comparable experience.

## F.4 Junior Employees

A junior Employee is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of Adult Rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

## Schedule G – Salaries for Casual Technicians

### G.1 Rates of pay

Casual employee will be paid an hourly rate calculated in accordance with the rates in **Schedule E** plus a casual loading of 25%. These pay rates will be varied from time to time and will be not less than the applicable minimum pay rates specified in the Educational Services (Schools) General Staff Award 2020.

### G.2 Junior Employees

A junior Employee is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of Adult Rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

## Schedule H – Technician Allowances

### H.1 First Aid Allowance

#### H.1.1 Application

A Technician who is designated by the Employer to perform First Aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised First Aid qualification, will be paid an allowance of:

- a) 1.65% of the standard rate per annum; or,
- b) 1/240th of the allowance in cl. 47.1a), if designated on a per day basis.

#### H.1.2 Excluded Employees

This allowance does not apply to:

- a) a Technician employed exclusively as a First Aid officer; or,
- b) a Technician whose appointment to the position of First Aid officer has been taken into account in classifying their position.

### H.2 Meal Allowance

H.2.1 Where an Employer requires a Technician 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 Technician. The exceptions to this are:

- a) if a Technician 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 \$16.53 to the Technician.

### H.3 Uniform/Protective Clothing Allowance

H.3.1 Where an Employer requires a Technician to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Technician's duties, the Employer will:

- a) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or,
- b) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or,
- c) reimburse the Technician for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the Employer does not launder the items.

H.3.2 Where a Technician is required to work in the rain they will be supplied with adequate rainproof clothing.

## H.4 Vehicle Allowance

H.4.1 A Technician required by the Employer to use the Technician's motor vehicle in the performance of duties must be paid the following allowances:

a) **Motor car**

\$0.80 per kilometre with a maximum payment as for 400 kilometres per week.

b) **Motorcycle**

\$0.27 per kilometre with a maximum payment as for 400 kilometres per week.

H.4.2 Where an Employer provides a motor vehicle (or motorcycle) which is used by a Technician in the performance of the Technician's duties the Employer must pay all expenses including registration, running and maintenance.

H.4.3 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index Figure
Meal allowance	Take away and fast foods sub-group
Uniform/protective clothing allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group