



Mount Scopus Memorial College Agreement 2022

Your IEU-negotiated Agreement
covering your pay and conditions



7 REASONS TO JOIN THE IEU

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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mount Scopus Memorial College Limited T/A Mount Scopus Memorial College (AG2022/4810)

MOUNT SCOPUS MEMORIAL COLLEGE AGREEMENT 2022

Educational services

COMMISSIONER LEE

MELBOURNE, 13 DECEMBER 2022

Application for approval of the Mount Scopus Memorial College Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Mount Scopus Memorial College 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 Mount Scopus Memorial College Limited T/A Mount Scopus Memorial College. The Agreement is a single enterprise agreement.

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

[3] The Independent Education Union of Australia (IEU) indicated in the Form F18 provided that they support approval of the Agreement. However, they disagreed with a number of matters in the Form F17 lodged by the Applicant in that there were less beneficial terms that were not listed by the Applicant. The IEU submitted that in the circumstances the Commission cannot be satisfied that each award covered employee was better off overall.

[4] I raised a number of concerns with the Applicant as to whether employees were better off overall in the circumstances. These included concerns raised by the IEU, particularly those relevant to casual employees. The Applicant has provided a number of undertakings in response. Those undertakings satisfy my concerns in respect of the better off overall test.

[5] While not all of the issues raised by the IEU have been addressed, the task of assessing the better off overall test is not a line by line comparison. A global assessment is required. I am satisfied that, taking into account the less beneficial and more beneficial terms, including the considerably higher wage rates for teachers, combined with the various undertakings provided, that employees covered by the Agreement and prospective employees will be better off overall.

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

[7] 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.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 December 2022. The nominal expiry date of the Agreement is 13 December 2025.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/4810

Applicant:
Mount Scopus Memorial College Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Stephen Webb, Director of People and Culture have the authority given to me by Mount Scopus Memorial College Limited to give the following undertakings with respect to the Mount Scopus Memorial College Agreement 2022 ("the Agreement"):

- Notwithstanding Clause 12.5 (Casual Teacher), the College undertakes that it may employ an Employee as a Casual Teacher in accordance with this Agreement for a full day or half day in respect of employment on any one day and not by the hour. Casual Teachers are entitled to minimum payment of a Half Day (for up to and including 3.5 hours) and a maximum payment of a Full Day (for more than 3.5 hours) in respect of employment on any one day.
- The College undertakes that Schedule 3B Clause 5 that relates to Casual Teacher (Emergency Teacher) Rates of Pay will not apply. The following provision will apply:

5. Casual Teacher (Emergency Teacher) Rates of Pay

The rate of pay for a Casual Teacher (Emergency Teacher) will be in accordance with the following table.

First pay period commencing on or after:

Engagement Period	1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
Full Day Rate (Maximum)	397.15	405.09	411.17	417.34	423.60	429.95
Half Day Rate (Minimum)	198.58	202.55	205.59	208.67	211.80	214.98

Casual Teachers are entitled to minimum payment of a Half Day (for up to and including 3.5 hours) and a maximum payment of a Full Day (for more than 3.5 hours) in respect of employment on any one day.


- Notwithstanding Clause 12.4, the College undertakes that Casual Employees will be engaged and paid for a minimum of 2 hours for each engagement.

4. Notwithstanding Schedule 1B Clause 6.1 (a) and Schedule 2B Clause 7.1 (a) the College undertakes that Casual Employees will be paid overtime for all authorised work performed in accordance with the following table.

For overtime worked on	Casual employees
	% of ordinary hourly rate
Monday – Saturday first 3 hours	175%
Monday – Saturday after 3 hours	225%
Sunday	225%
Public Holidays	275%

5. Notwithstanding Clause 21, the College undertakes that an Employee required to work on a Public Holiday will be paid penalty rates in accordance with Schedule 1B Clause 6.1 (a) and Schedule 2B Clause 7.1 (a), unless the College and an Employee agree to the Employee taking another day as the public holiday in lieu of the specified day or as provided in Clause 21.3.

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


Signature _____

7 December 2022

Date



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

Mount Scopus Memorial College

Enterprise Agreement 2022

Mount Scopus Memorial College Agreement 2022

1. Title

This Agreement is to be known as the *Mount Scopus Memorial College 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. Arrangement

This Agreement is arranged as follows.

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3. Commencement date and period of operation

- 3.1 Where the Agreement passes the Better off Overall Test, the Agreement will be operative seven days after being approved by the Fair Work Commission (FWC) in accordance with s.54 of the Act.
- 3.2 The nominal expiry date of the Agreement is for three years from the date the Agreement is approved by the FWC.

4. Parties bound

- 4.1 This Agreement covers:
- (a) the College;
 - (b) Administration and Operations Employees (Refer Schedule 1A);
 - (c) Educational Services Employees (Refer Schedule 2A);
 - (d) Teachers, including Permission to Teach Employees, Psychologists and Counsellors (Refer Schedule 3A);
 - (e) The Independent Education Union Victoria/Tasmania will be covered by the agreement upon notice under s.183 (1) of the Act

4.2 This Agreement does not cover:

- (a) A Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the College;
- (b) College Principal
- (c) Human Resources Manager, however named
- (d) Any employee who earns more than the high income threshold as defined by s. 333 of the Act as amended pursuant to the Fair Work Regulations 2009 (Cth);
- (e) Apprentices;
- (f) Trainees;
- (g) Employees on a supported wage system
- (h) Casual OSHC Employees
- (i) Casual Operations Employees - School operational services stream
- (j) Casual Informal Jewish Studies Educators
- (k) Casual Sports Coach/Assistant Employees

5. Relationship to Awards

This Agreement operates to the complete exclusion of any another industrial instrument, including but not limited to the *Educational Services (Teachers) Award 2020* and the *Educational Services (Schools) General Staff Award 2020* (the Awards), which would otherwise apply to an Employee covered by this Agreement.

6. No extra claims

The Parties agree that the salary increases and other improvements in conditions of employment provided by this Agreement are in settlement of all existing claims made by the College and the Employees, and that no further claims will be made prior to the nominal expiry date set out in clause 3.2 hereof.

7. National Employment Standards

The National Employment Standards (NES) in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled to. This Agreement may provide ancillary or supplementary terms in respect of the NES.

8. Definitions

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Attendance Time	means all days of the School Year less the Non-Attendance Time and the period of annual leave
Awards	means the <i>Educational Services (Schools) General Staff Award 2010</i> and the <i>Educational Services (Teachers) Award 2010</i> or their successors.

Mount Scopus Memorial College Agreement 2022

Calendar Year	means the period commencing on 1 January each year and concluding on 31 December
Casual Employee	means an Employee employed pursuant to clause 12 of this Agreement other than the following Casual classifications of work which are excluded from this definition: <ul style="list-style-type: none"> • Casual OSHC Employee • Casual Operations Employee classified under the School operational services stream • Casual Informal Jewish Studies Educator • Casual Sports Coach/Assistant Employees
Casual Teacher	means a Teacher employed pursuant to subclause 12.5 of this Agreement
Administration Employee	means a person who is employed and classified to undertake wholly or principally work in School administration services such as clerical work and/or administrative work as specified in Schedule 1A, excluding a person not covered by the Agreement pursuant to clause 4.2.
College	means Mount Scopus Memorial College Limited [ACN 007 240 146]
Continuous employment	Continuous employment has the same meaning as that under section 12 and 13 of the LSL Act as varied or amended from time to time. For the avoidance of doubt, when calculating the length of an employee's period of continuous employment for the purposes of long service leave, a period of approved paid or unpaid leave of up to 52 weeks is taken to be a period of employment.
Continuous service	means the period of unbroken service including all periods of paid leave, when accident make up pay is payable and when jury service is applicable. Periods of unpaid leave are not included, except at the discretion of the College.
Employee	means a person covered by this Agreement
Employer	means Mount Scopus Memorial College Limited [ACN 007 240 146]
Fixed Term Employee	means an Employee employed pursuant to clause 12.3 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 12.1 of this Agreement.
FWC	means the Fair Work Commission or its successor(s)
Immediate Family	means a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an Employee, or a child, parent, grandparent, grandchild or sibling of an Employee's spouse or de facto partner. This includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.
NES	means the National Employment Standards as contained in Part 2-2 of the Act

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Non-Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four weeks annual leave)
Non-Teaching Staff	means an Employee employed in classifications set out in Schedule 1A and Schedule 2A.
Operational Employee	means a person who is employed and classified to undertake School operational services activities or Nursing Services work as specified in Schedule 1A.
Part Time Employee	means an Employee employed pursuant to clause 12.2 of this Agreement
Permission to Teach Teacher	means an Employee who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is engaged to undertake the duties of a teacher, which includes the delivery of the College's educational program and the assessment of student participation in the educational program
Principal	means the Principal of the College or authorised nominee
Psychologists and Counsellors	means an Employee employed as a Psychologist or Counsellor as set out in Schedule 3A
Registered Health Practitioner	means a person registered under the Health Practitioners Regulation National Law (Victoria) Act 2009 (Vic.)
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia.
School	Mount Scopus Memorial College Limited [ACN 007 240 146] trading as Mount Scopus Memorial College
Educational Services Employee	means a person who employed and classified to undertake work ancillary to the teaching process as specified in Schedule 2A.
School Holidays	means a period of holidays as determined by the College and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Year	means the twelve months from the day that designated Employees, who are the beneficiaries of School Holidays, are required to attend the School for the new educational year as deemed by the school
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed and classified as specified in Schedule 3A to teach. This definition includes a

	qualified Teacher librarian, an early childhood or kindergarten teacher engaged as part of an early childhood program but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.
Victorian Institute of Teaching (VIT)	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic).
WIRC Act	This means the Workplace Injury Rehabilitation Compensation Act 2013 (Vic) or its successor(s)

9. Agreement flexibility

9.1 The College 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) allowances;
 - (iii) leave loading; and
- (b) the arrangement meets the genuine needs of the College and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the College and Employee.

9.2 The College must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under s.172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (d) The Employee is entitled to a representative of his /her choice for the purposes of negotiating a flexibility agreement under this clause.

9.3 The College must ensure that the individual flexibility arrangement:

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

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

9.5 The College or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the College and Employee agree in writing - at any time.

10. Consultation regarding major workplace change

10.1 This clause applies if the College:

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

Major Change

10.2 For a major change referred to in 10.1 (a)

- (a) The College must notify the relevant employee of the decision to introduce the major change and
- (b) Subclauses 10.3 to 10.9 apply

10.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

10.4 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 College of the identity of the representative, the College must recognise and consult if appropriate with the representative.

10.5 As soon as practicable after making its decision, the College 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 College is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

- 10.6 However, the College is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.7 The College must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 10.8 If a clause in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the College, the requirements set out in subclauses 10.2 (a) and subclauses, 10.3 and 10.5 are taken not to apply.
- 10.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the College's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in clause 10.1 (b)
- (a) The College must notify the relevant employee of the decision to introduce the major change and
 - (b) Subclauses 10.11 to 10.15 apply.
- 10.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 10.12 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 College of the identity of the representative, the College must recognise and consult if appropriate with the representative.
- 10.13 As soon as practicable after making its decision, the College must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion-provide the relevant employees;
 - (i) all relevant information about the change including the nature of the change proposed; and

- (ii) information about what the College reasonably believes will be the effects of the change on the employees; and
- (iii) information about any other matters that the College reasonably believes are likely to affect the employees to have on the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)

10.14 However, the College is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.15 The College must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

10.16 In this clause relevant employees means the employees who may be affected by a change referred to in subclause 10.1.

11. Dispute resolution procedure

11.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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

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

11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

11.5 The FWC may deal with the dispute in two stages:

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

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

- (a) the parties must continue to perform work as they would have performed work prior to the dispute arising unless either party has a reasonable concern about an imminent risk to health or safety;
- (b) an Employee must comply with a direction given by the College to perform other available work at the same workplace, or at another workplace, unless:

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

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

12. Modes of employment

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

12.1 Full Time Employee

- (a) The College may engage an Employee on a full time basis in accordance with this Agreement.

12.2 Part Time Employee

- (a) The College may employ an Employee on a part time basis in accordance with this Agreement.
- (b) The College will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Employee, the College will set out in writing the duties within a Job Description and number of hours required to be undertaken.
- (c) A Part Time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full Time Employee and is entitled to all entitlements on a pro rata basis on the specified hours of work.
- (d) The pro rata hours of a Part Time Teacher is calculated by dividing the hours of face to face teaching of a Part Time Teacher by the hours of face to face teaching of a Full Time Teacher as specified in clause 39.14.

12.3 Fixed Term Employee

- (a) The College may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
 - (i) to replace one or more Employees who are on leave;
 - (ii) to undertake a specified project for which funding has been made available;
 - (iii) to undertake a specified task which has a limited period of operation; or
 - (iv) to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- (b) For the avoidance of doubt, an Employee engaged for a specified period in accordance with Clause 12.3 (a) (ii) and 12.3 (a) (iii) may be engaged for

purposes other than replacing an existing person on leave or to temporarily fill a vacant position due to the termination of an Employee;

- (c) The duration of a period of an engagement for a specified period of time must not be set to avoid payment of entitlements (such as for non-term weeks) which would otherwise be payable to an ongoing Employee;
- (d) 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;
- (e) Before employing a Fixed Term Employee, the College 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.
- (f) Subject to clause 13, 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 clause 48;
- (g) 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);
 - (ii) paid parental leave; and
 - (iii) redundancy.

12.4 Casual Employee

- (a) The College may employ an Employee as a Casual Employee in accordance with this Agreement.
- (b) A Casual Employee is entitled to the rate of pay specified in Schedule 1C and 2D. This rate of pay includes a loading in lieu of paid leave entitlements.
- (c) A Casual Employee is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment
 - (ii) redundancy
 - (iii) remuneration packaging
 - (iv) annual leave
 - (v) leave loading
 - (vi) paid parental leave
 - (vii) paid personal leave
 - (viii) paid compassionate leave
 - (ix) accident make-up pay
 - (x) staff tuition fee discount
 - (xi) paid family domestic violence leave
- (d) A Casual Employee is entitled to unpaid carers leave, unpaid parental leave and long service leave, where eligible.

- (e) The College must not employ a Casual Educational Services Employee, for longer than two consecutive school terms on relieving work or to complete a fixed project.

12.5 Casual Teacher

The College may employ an Employee as a Casual Teacher by the hour. Casual Teachers are entitled to a minimum payment of three hours and a maximum payment of the prescribed maximum daily rate in respect of employment on any one day.

- (a) A Casual Teacher is entitled to the rate of pay specified in Schedule 3B clause 5. This rate of pay includes a loading in lieu of paid leave entitlements.
- (b) 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 parental leave
 - (vii) paid personal leave
 - (viii) paid compassionate leave
 - (ix) accident make-up pay
 - (x) staff tuition fee discount
 - (xi) paid family domestic violence leave
- (c) A Casual Teacher is entitled to unpaid carers leave and unpaid parental leave.
- (d) The College must not employ a Casual Teacher, in such a capacity for more than 20 consecutive school days, unless by mutual agreement, in which case employment may be for up to one school term, where the days are consecutive.

13. Minimum employment period

- 13.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.
- 13.2 If the College is to terminate the employment of an Employee during the first six months of the Employee's employment, the College does not need to provide the relevant notice of termination in clause 47 and does not need to comply with any due process or performance management policies or procedures in place from time to time.
- 13.3 If the College terminates the employment of an Employee classified under Schedule 1A and 2A within the first six months of the commencement of the Employee's employment, the Employee is entitled to two weeks notice or payment in lieu of notice. An Employee classified under Schedule 3A is entitled to four weeks notice or payment in lieu of notice.
- 13.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the College in 13.3 above.

14. Letter of appointment

An Employee, upon engagement shall be issued with a letter of appointment.

15. Remuneration packaging

- 15.1 The College facilitates the packaging of salary and benefits to Employees, which may be provided by an external provider.
- 15.2 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the College, the College 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.
- 15.3 Any arrangement between the College and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

16. Superannuation

The College makes employer superannuation contributions in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the College is required to become a participating employer. If an Employee fails to nominate a complying fund, the College will make the required superannuation contributions in accordance with superannuation legislation, and where required (including if the employee does not have a "stapled" fund), to the College's default fund, the Mount Scopus Memorial College Retirement Plan (Mount Scopus Plan) in the Mercer Super Trust. Where the College changes the employer fund specified above, the College will notify Employees in accordance with the legislation and regulations.

17. Payment arrangements

- 17.1 All monies payable will be paid:
- (a) once each fortnight with the payment no later than the last working day of each fortnight;
 - (b) once every 4 weeks at the end of the first fortnight which includes payment for 2 weeks in arrears and 2 weeks in advance; or
 - (c) once every month with the payment being made as nearly as possible on the middle of each month which includes one half month in arrears and one half month in advance.
- 17.2 All monies payable will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

18. Personal leave

- 18.1 Personal leave is as provided for in the NES except where this Agreement provides for ancillary or supplementary terms.

18.2 An Employee other than a Casual Employee or Casual Teacher is entitled to a paid personal/carers leave entitlement, which includes both sick and carers leave.

18.3 Entitlement

- (a) For a Full Time Employee, the personal/carers leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal/carers leave on a pro rata basis based on specified hours in clause 39.
- (b) Paid personal leave is taken by the Employee because of a personal illness or injury.
- (c) Paid carers leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- (d) Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days unpaid carers leave per permissible occasion. Unpaid carers leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the College and the Employee.
- (e) A Casual Employee or Casual Teacher may take up to two days unpaid carers leave per permissible occasion. Unpaid carers leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the College and the Employee.
- (f) An Employee must notify the College of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (g) An Employee is entitled to personal leave provided that:
 - (i) the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the College for any absence of more than two consecutive days;
 - (ii) the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the College for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
 - (iii) the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the College where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.
- (h) An Employee is entitled to carers leave provided that the Employee produces, if required by the School, a medical certificate from a Registered Health Practitioner or statutory declaration to the College stating the illness of person concerned and that the illness is such as to require care by another.

- (i) An employee is entitled up to 3 days Private Necessity Leave (PNL) each Calendar year to be taken from their personal/carers leave entitlement.
- (j) The College's Policy titled Personal; Compassionate and Other leave provides further details regarding PNL and are to be read in conjunction with this clause. This Policy is not incorporated into and does not form part of this Agreement.

19. Compassionate leave

19.1 Compassionate Leave is as provided for in the NES except where this Agreement provides more ancillary or supplementary terms

19.2 Entitlement

- (a) An Employee may take 3 days paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- (b) In addition to the entitlement in 19.2 (a), an Employee is entitled to use up to two days of the Employee's accrued personal leave entitlement on each occasion when a member of the Employee's immediate family or household dies. The exclusion to this entitlement is in the case of the death of a Grandparent. In this case, the provisions in 19.2 (a) shall apply.
- (c) This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the College and the Employee.
- (d) The Employee is entitled to compassionate leave only if the Employee gives the College any evidence that the College reasonably requires of the illness, injury or death.

20. Infectious diseases leave

20.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the College is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:

- (a) German measles
- (b) Chickenpox/Shingles
- (c) Measles
- (d) Mumps
- (e) Scarlet fever
- (f) Whooping cough
- (g) Rheumatic fever, or
- (h) Hepatitis.

20.2 The Employee must, at the request of the College, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

21. Public holidays

- 21.1 An Employee is entitled to public holidays as specified in the *Public Holidays Act 1993* (Vic) and as gazetted by the Victorian Government from time to time or substituted days in accordance with clause 21.4. These include the following:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - (b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday, Labour Day, Friday before the AFL Grand Final; and
 - (c) Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
- 21.2 For Employees for whom Non-attendance time applies, Public holidays that occur during a period of Non-attendance time do not create an additional entitlement.
- 21.3 If the College schedules Employees to work on Labour Day, Queen's Birthday and or Melbourne Cup Day as normal working days, the College will substitute another day (usually a Jewish holyday) for each of these days. Any of these Public Holidays which are scheduled to be worked will be treated as normal working days. For Employees for whom Non-attendance time does not apply, annual leave may be taken on any of these substituted Public Holidays (considered a normal working day), subject to approval by the College.
- 21.4 The College and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day. An agreement made in accordance with this clause must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the College.

22. Parental leave

- 22.1 Parental leave is in accordance with the NES except where this Agreement provides for ancillary or supplementary terms.
- 22.2 Right to request
- (a) Additional Long Parental Leave
 - (i) Subject to clause 22.2 (a) (ii), an Employee entitled to parental leave pursuant to the provisions of the Act may request the College to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities
 - (ii) An application under clause 22.2 (a) (i) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.
 - (b) Part Time Work

- (i) Subject to clause 22.2 (b) (ii), an Employee entitled to parental leave pursuant to the provisions of the Act may request the College to allow the Employee to return from a period of parental leave on a part-time basis if the Employee is a parent, or has responsibility for the care, of a child who is of school age or younger to assist the Employee in reconciling work and parental responsibilities.
 - (ii) An application pursuant to clause 22.2 (b) must be made as soon as possible but no less than ten weeks prior to the date upon which the Employee is due to return to work from parental leave.
- (c) Request to be considered
- (i) The College shall consider any request made pursuant to clause 22.2 (a) or 22.2 (b) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the College's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (ii) An Employee's request and the College's decision made pursuant to clause 22.2 (a) or 22.2 (b) must be recorded in writing.
- (d) Superannuation
- An Employee will continue to be paid superannuation contributions in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee while on unpaid Parental Leave for the first 12 months of Parental Leave.

23. Paid parental leave

- 23.1 Where an employee is granted unpaid parental leave in accordance with the NES and clause 22 to be the primary caregiver of a child, the employee is entitled to paid parental leave of 16 weeks at the Employee's ordinary rate of pay.
- (a) An employee is entitled to 16 weeks paid parental leave at the employee's ordinary rate of pay, provided that the employee has completed 12 months' continuous service with the College immediately preceding the date on which the employee commences parental leave and takes a minimum of 16 weeks unpaid parental leave commencing at or around the time of the birth of then child.
 - (b) An employee is entitled to 16 weeks paid adoption leave at the employee's ordinary rate of pay, provided that the employee has completed 12 months' continuous service with the College immediately preceding the date on which she commences adoption leave and takes a minimum of 16 weeks unpaid adoption leave commencing at or around the time of the adoption of the child.
- 23.2 During the period of time that the employee is in receipt of the parental leave under clause 23.1, the employee is entitled to accrue long service leave, annual leave, as defined by the NES and personal leave, in accordance with clause 18 of this Agreement.
- 23.3 Where an Employee is granted concurrent leave at the time of the birth of a child or placement of a child for adoption in accordance with the NES, the Employee is entitled to

paid non-primary carer leave at the Employee's ordinary rate of pay for up to a total of 10 days. The Employee may take 7 days of the concurrent paternity or adoption leave in one period and a further three days in one period. These periods of leave may be taken contiguously. All leave taken in accordance with this subclause must be taken within three months of the birth or adoption of the child.

- 23.4 An employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a further period of paid leave pursuant to clause 23.1, 23.1 (a), 23.1 (b) and 23.3. Where an employee has less than 12 months' continuous service with the College following a period of parental leave, the employee may make application for payment of the parental leave, citing reasons in support of the payment. Payment, if any, will be at the discretion of the College.
- 23.5 Where the College employs both parents of the child, only one parent will be entitled to receive payment pursuant to clause 23.1, 23.1 (a), 23.1 (b) and 23.3.
- 23.6 Parental leave is not payable during a period of paid leave.
- 23.7 Where the Federal Government implements a statutory scheme of paid parental leave during the course of this agreement, an employee will be entitled to the quantum of leave provided by the statutory scheme without any effect on paid parental leave entitlements offered by the College.

24. Long service leave

Administration, Operational, Educational Services Employees, Psychologists and Counsellors

- 24.1 An Employee is entitled to long service leave. The NES specifies the entitlement, except where this agreement provides for ancillary terms.
- (a) An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks long service leave for each additional five years of continuous employment with the College.
 - (b) Long service leave may first be taken on a pro rata basis on completion of seven years of continuous employment with the College.
 - (c) Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
 - (d) An Employee, whose service has been all full-time or all at the same part time fraction, is paid during long service leave at the Employee's normal salary.
 - (e) An Employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
 - (f) An Employee who resigns but returns to the College within a period of five years will be entitled to restoration of any unpaid long service leave entitlements or any period of service accrued for long service leave purposes at the time of resignation.

- (g) An Employee should discuss with the College their intention to take long service leave as far in advance of taking the leave as is practicable.
- (h) An Employee can apply to cancel or defer a previously approved request for long service leave. The College will judge each case on its merits, however in the event that the College has engaged a replacement person it may not be possible to grant such requests.

24.2 Illness on Long Service Leave

- (a) Subject to the requirements of clause 24.2 (b), an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carers leave, is entitled to have the period of illness or injury treated as personal leave, with long service leave reaccredited to the Employee.
- (b) The Employee's application under clause 24.2 (a):
 - (i) must be received by the College during the period of illness or injury;
 - (ii) must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
 - (iii) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

24.3 Taking of Long Service Leave

- (a) An Employee may make a request to the College to take long service leave for a period of not less than one day. The College must grant an Employee's request to take long service leave as soon as practicable after receiving the request unless the College has reasonable business grounds for refusing the request;
- (b) An Employee may long service leave for double the time at half pay;
- (c) Employees with less than 10 years of continuous employment with the College as at 1 January 2018 must take long service leave within three years of reaching 10 years of continuous employment unless otherwise agreed with the Principal;
- (d) Upon each subsequent period of 10 years' continuous employment, the Employee must take long service leave within three years of completing each subsequent period of continuous employment unless otherwise agreed with the Principal;
- (e) Where the Employee does not take long service leave in accordance with clause 24.3 (c) or 24.3 (d), the College may direct the Employee to take long service leave;
- (f) Where the Employee requests to take long service leave in accordance with clause 24.3 (c) or 24.3 (d) or where the College directs the Employee to take long service leave in accordance with 24.3 (e) a minimum of six months' notice is required.
- (g) Employees with 10 or more years of continuous employment with the College as at 1 January 2018, with an outstanding accrued long service leave

entitlement of between 13 and 26 weeks, must take not less than one full school term long service leave by 1 October 2020 unless otherwise agreed with the Principal;

- (h) Employees with 10 or more years of continuous employment with the College as at 1 January 2018, with an outstanding accrued long service leave entitlement greater than 26 weeks, must take not less than one school term of long service leave by 1 October 2020 unless otherwise agreed with the Principal;
- (i) Upon each subsequent period of ten years of continuous employment, the Employee must take long service leave within three years of completing each subsequent 10 year period of continuous employment unless otherwise agreed with the Principal;
- (j) Where the Employee does not take long service leave in accordance with clause 24.3 (g), 24.3 (h) or 24.3 (i) the College may direct the Employee to take long service leave;
- (k) Where the Employee requests to take long service leave in accordance with clause 24.3 (g), 24.3 (h) or 24.3 (i) or where the College directs the Employee to take long service leave in accordance with 24.3 (j), a minimum of six months' notice is required.

Teachers, including Permission to Teach Employees

24.4 An Employee is entitled to long service leave. The NES specifies the entitlement including any preservation provisions applicable to Teachers, except where this agreement provides for ancillary terms. The Long Service Leave Act 2018 which commenced operation on 1 November 2018 is not applicable to Teachers.

- (a) An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half (6½) weeks long service leave for each additional five years of continuous employment with the College.
- (b) Long service leave may first be taken on completion of seven years of continuous employment with the College.
- (c) An employee should discuss with the College her/his intention to take long service leave as far in advance of taking leave as is practicable. An employee is required by the College to give a minimum of six months' notice of intention to take long service leave.
- (d) Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- (e) An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- (f) An Employee, whose time fraction has varied during service, is paid at a proportionate rate. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
- (g) An employee who resigns but returns to the College within a period of five years will be entitled to restoration of any unpaid long service leave entitlements or any period of service accrued for long service leave purposes at the time of resignation.

- (h) An employee should discuss with the College their intention to take long service leave as far in advance of taking the leave as is practicable.
- (i) An employee can apply to cancel or defer a previously approved request for long service leave. The College will judge each case on its merits, however in the event that the College has engaged a replacement person it may not be possible to grant such requests.

24.5 Illness on Long Service Leave

- (a) Subject to the requirements of clause 24.5 (b) an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carers leave, is entitled to have the period of illness or injury treated as personal/carers, with long service leave reaccredited to the Employee.
- (b) The Employee's application under clause 24.5 (a):
 - (i) must be received by the College during the period of illness or injury;
 - (ii) must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
 - (iii) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

24.6 Taking of Long Service Leave

- (a) An Employee may make a request to the College to take long service leave for a period of not less than one week. Any request to vary this provision will only be granted at the discretion of the Principal or Principal's delegate, taking into account the differing requirements and arrangements of divisions, faculties and departments within the College;
- (b) An employee may apply for leave without pay in conjunction with long service leave. The College will assess such application on its merits but only to the extent that an employee does not have sufficient accrued long service leave to make up the minimum period required to take long service leave (i.e. a school term);
- (c) An Employee may take long service leave for double the time at half pay;
- (d) Employees with less than 10 years of continuous employment with the College as at 1 January 2018 must take long service leave within three years of reaching 10 years of continuous employment unless otherwise agreed with the Principal;
- (e) Upon each subsequent period of 10 years' continuous employment, the employee must take long service leave within three years of completing each subsequent period of continuous employment unless otherwise agreed with the Principal;
- (f) Where the employee does not take long service leave in accordance with clause 24.6 (d) or 24.6 (e), the College may direct the employee to take long service leave;

- (g) Where the employee requests to take long service leave in accordance with clause 24.6 (d) or 24.6 (e) or where the College directs the employee to take long service leave in accordance with clause 24.6 (f) a minimum of six months' notice is required;
- (h) Employees with 10 or more years of continuous employment with the College as at 1 January 2018, with an outstanding accrued long service leave entitlement of between 13 and 26 weeks, must take not less than one full school term long service leave by 1 October 2020 unless otherwise agreed with the Principal;
- (i) Employees with 10 or more years of continuous employment with the College as at 1 January 2018, with an outstanding accrued long service leave entitlement greater than 26 weeks, must take not less than one school term of long service leave by 1 October 2020 unless otherwise agreed with the Principal;
- (j) Upon each subsequent period of ten years of continuous employment, an employee must take long service leave within three years of completing each subsequent 10 year period of continuous employment unless otherwise agreed with the Principal;
- (k) Where the employee does not take long service leave in accordance with clause 24.6 (h), 24.6 (g) or 24.6 (i) the College may direct the employee to take long service leave;
- (l) Where the employee requests to take long service leave in accordance with clause 24.6 (h), 24.6 (g) or 24.6 (i) or where the College directs the employee to take long service leave in accordance with clause 24.6 (k), a minimum of six months' notice is required.

25. Leave without pay

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. Leave Entitlements, in accordance with this Agreement, other than accruals for Long Service Leave, do not accrue during any period of leave without pay granted under this clause.

26. Accident compensation and accident make-up pay

- 26.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), the College must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the College.
- 26.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), then:
 - (a) the Employee does not accrue paid personal leave in accordance with this Agreement or under the Act (where relevant) for the duration of any such absence; and

- (b) the Employee is not entitled to any payment or benefit in respect of any Non-attendance time which falls during the period that the Employee is in receipt of weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

27. Redundancy

27.1 Definition

Redundancy occurs where the College has made a definite decision that the College 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.

27.2 Redundancy Disputes

- (a) Where a redundancy dispute arises, and if it has not already done so, the College must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:
- (i) the reasons for any proposed redundancy;
 - (ii) the number and categories of Employees likely to be affected; and
 - (iii) the period over which any proposed redundancies are intended to undertaken.
- (b) Where a redundancy dispute arises and discussions occur in accordance with this clause, the College will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

27.3 Transfer to lower paid duties

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

27.4 Severance Pay

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

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay*
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years or greater	2 weeks pay per year of service pro rata to a <u>maximum total</u> of 28 weeks pay

*weeks pay means the base salary ordinary time rate of pay for the Employee concerned.

For the purposes of this clause **continuous service** has the same meaning as applies in the Act with regard to the NES entitlement to redundancy pay and 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 College.

27.5 Leaving during notice

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

27.6 Time off during notice period

- (a) During the period of notice of termination an Employee will be allowed up to one day as time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

28. Annual leave loading

28.1 An Employee, other than a Casual Employee, who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks annual leave.

28.2 An Employee, other than a Casual Employee, who is employed for part only of a School Year is entitled to be paid leave loading as follows:

17.5% of working weeks (excluding paid non term time)		x	4	x	Annual Rate of Pay		÷
÷							
Number of School term weeks							52.18

28.3 An Employee, other than a Casual Employee, who ceases employment prior to the first salary payment in December shall be entitled to receive pro-rata annual leave loading of 17.5% in their final pay according to the formula in 28.2.

28.4 An Employee, other than a Casual Employee, who has given service for which salary has been received throughout the School Year shall be entitled to receive together with their first salary payment in December an annual leave loading of 17.5% (to be known as the December payment).

29. Meal allowance

The College will supply an Employee with a meal should the College require an Employee to remain at school continuously until after 7 PM on any day.

30. Breakage and loss

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

31. Protective clothing

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

32. Jury service leave

32.1 An Employee if 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.

32.2 An Employee must notify the College as soon as possible of the date upon which the Employee is required to attend for jury service.

32.3 An Employee must provide the College with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

32.4 The Employee must inform the College immediately of any change to the known period of absence and provide the College with written proof of the payments made by the Court Authorities with respect to jury service.

32.5 Subject to clauses 32.2 to 32.4 of this clause, the College will reimburse an Employee granted leave pursuant to clause 32.1 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.

33. Examination leave

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

34. Qualification conferral leave

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

35. Miscellaneous benefits and entitlements

35.1 An Employee who undertakes a course of study with prior approval by the College is entitled to a grant of up to \$500 in any one year to cover tuition and/or other costs. A similar grant is also available to Employees who wish to participate in any other approved personal or professional development program. Reimbursement for up to \$500 in any one year to cover tuition and/or other costs will be paid on the successful

completion of the course of study by providing a transcript of results and appropriate receipts.

- 35.2 An Employee who joined the College after 1987 and has children enrolled at the College are entitled to a 25% deduction on school fees. A Part Time Employee employed by the College are entitled to the 25% discount on school fees on a pro-rata basis equal to their employment fraction. An Employee who joined the College prior to 1987 will be entitled to such deduction as was applicable at the time of their commencing employment with the College.
- 35.3 Where an Employee who joined the College prior to 1987 has had their full time employment reduced to part-time employment after that date, they will be entitled to such deduction as was applicable at the time of their commencing employment with the College on a pro-rata basis equal to their employment fraction.
- 35.4 An Employee wishing to take advantage of the discount, is required to authorise the College in writing to deduct school fees from their fortnightly net remuneration.
- 35.5 This provision is subject to any policy of the College in relation to the payment of Fringe Benefit Tax. In the event that Fringe Benefit Tax legislation or rulings by the Australian Taxation Office change, the College may alter its policy in respect of school fee concessions by written advice to an Employee.
- 35.6 Teachers who take on responsibility for the supervision of a student Teacher are eligible to receive any Teacher supervision fee that may be applicable at the time. The fee is firstly paid to the College by a Tertiary Institution. The College after having received the fee will pay it to the Teacher, subject to appropriate taxation. Teachers can retain the full amount, subject to appropriate taxation or may choose to donate all or some part of that fee for a particular educational or other use within the College.

36. Advertising of positions

All vacancies will be advertised in all campuses and divisions of the College except those vacancies that are less than six term weeks for positions relating to work only undertaken during school terms, and six calendar weeks for other positions.

37. Termination of employment

37.1 Termination by the School

The School may terminate employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

(a) Redundancy

Where termination takes place for reasons of redundancy, clause 27 will apply.

(b) Unsatisfactory Performance

Where termination of employment may take place for reasons related to performance, the School will undertake the process outlined in 37.1 (c) and 37.1 (d) (Due Process) below.

(c) Commencement of Due Process

Due process will commence with the School advising the employee in writing of:

- (i) the School's concerns with the Employee's performance;
- (ii) the time, date and place of the first due process meeting;
- (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at all due process meetings;
- (iv) the School's right to terminate employment should due process not resolve the School's concerns.

(d) Due Process Meetings

Due process meetings will:

- (i) include discussion of the School's concerns with the Employee's performance;
- (ii) give the Employee an opportunity to respond to the School's concerns;
- (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (iv) include documentation, where appropriate;
- (v) set periods of review, as appropriate.

37.2 Unsatisfactory Conduct

Where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the Employee with an opportunity to respond to the allegations and may take disciplinary action deemed appropriate by the School. Disciplinary action may take the form of a verbal warning, a written warning or a final written warning. Where an issue of misconduct is to be investigated, the Employee is entitled to be accompanied by a representative of the Employee's choice. Disciplinary action may include termination of the Employee's employment with notice.

37.3 Serious Misconduct

- (a) Where termination of employment may take place for reasons related to serious misconduct, the following shall apply. Summary dismissal relates to circumstances where an Employee's behaviour is such that termination without notice is warranted.
- (b) The services of an Employee may be terminated without notice when that Employee is guilty of serious neglect of duty, wilful misconduct, serious misrepresentation or behaviour which is detrimental to the welfare of students and/or staff or which is prejudicial to the continued operation of the College.
- (c) Procedure for instituting summary dismissal. In cases where it is deemed necessary by the Principal to institute summary dismissal of an Employee where allegations of serious misconduct have arisen, the Employee may be suspended on full pay pending completion of the following steps:
 - (i) The Employee may be suspended following consultation with the Employee to determine whether there are any other appropriate alternatives to suspension.
 - (ii) The allegations are investigated.
 - (iii) Following investigation, the Employee and his or her representative meets with the College and its representatives, if appropriate, to discuss the details of the allegation, the investigation results and the Employee's explanation.

- (iv) The College will review the matter, determine an outcome and will then communicate the outcome.

38. Classifications, Salaries and Responsibility Allowances

- 38.1 Schedule 1A sets out the classification structure for Administration and Operations Employees.
- 38.2 Schedules 1B, 1C and 1D sets out the salaries of Administration and Operations Employees.
- 38.3 Schedule 2A sets out the classifications of Educational Services Employees.
- 38.4 Schedules 2B, 2C and 2D sets out the salaries for Educational Services Employees.
- 38.5 Schedule 3A sets out the classification structure for Teachers, including Permission to Teach Employees, Psychologists and Counsellors
- 38.6 Schedule 3B sets out the salaries for Teachers, including Permission to Teach Employees, Psychologists and Counsellors.
- 38.7 Schedule 4 sets out Additional Responsibilities Allowances.

39. Hours of work

Administration and Operational Employees classified in Schedule 1A

- 39.1 The ordinary hours of work for a Full Time Employee will be 35 hours per week to be worked from Monday to Friday between 7.00 AM and 6.00 PM.
- 39.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 39.3 The College may require an Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 1B.5.
- 39.4 The College and an Employee may agree upon the arrangement for the Employee's ordinary hours of work, including but not limited to:
- (a) daily starting and finishing times;
 - (b) the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
 - (c) the time and duration of paid rest breaks, provided the rest break is not less than 10 minutes;
 - (d) attendance at School meetings; and
 - (e) flexible work arrangements.
- 39.5 The College and an Employee may agree to vary the hours of work arrangements at any time.

Educational Services Employees classified in Schedule 2A

Mount Scopus Memorial College Agreement 2022

- 39.6 The ordinary hours of work for a Full Time Employee will be 35 hours per week to be worked from Monday to Friday between 7.00 AM and 6.00 PM.
- 39.7 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 39.8 The College may require an Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2B.6.
- 39.9 The College and an Employee may agree upon the arrangement for the Employee's ordinary hours of work, including but not limited to:
- (a) daily starting and finishing times;
 - (b) the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
 - (c) the time and duration of paid rest breaks, provided the rest break is not less than 10 minutes;
 - (d) attendance at School meetings; and
 - (e) flexible work arrangements.
- 39.10 The College and an Employee may agree to vary the hours of work arrangements at any time.

Teachers, including Permission to Teach Employees, Psychologists and Counsellors classified in Schedule 3A

- 39.11 The ordinary hours of work for a Full Time Teacher, Psychologist or Counsellor are 35 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 39.12 In addition, Teachers, Psychologists and Counsellors are required to work such reasonable additional hours as are necessary to perform their duties.
- 39.13 Teachers, Psychologists and Counsellors shall be afforded cumulative breaks of not less than 40 minutes from work each day including a meal break taken no later than 5 hours after the employee commenced work on that day. These breaks shall be free of assigned duties and meetings unless by mutual agreement.
- 39.14 The maximum face to face teaching time per week will be as follows:
- | | |
|--------------|--|
| Kindergarten | 24 hours 30 minutes |
| Primary | 20 hours |
| Secondary | 18 hours |
| | 17.5 hours (commencing 2024 School Year) |

By agreement, a Teacher may work additional face to face teaching hours.

The College Teacher Workload policy provides further details on teacher workload and should be read in conjunction with this clause. This policy is not incorporated into, and does not form part of the agreement.

40. Non-attendance Time for Employees in receipt of paid school holidays

- 40.1 An Employee is not required or requested to attend at the School during Non-attendance Time. An employee is entitled to Non-attendance Time without deduction of pay.
- 40.2 Non-attendance Time is not a period of authorised leave for the purpose of the Act. This clause is to be read in conjunction with clauses 42, 43 and 45 that relate to Annual leave for Employees in receipt of paid school holidays
- 40.3 During Non-attendance Time Teachers are 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 College.
- 40.4 Where an Employee takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non-attendance Time during the School Year will be calculated pursuant to the formula in 40.5.
- 40.5 If an Employee's employment is terminated or an Employee resigns prior to the end of term 4 in any School Year or an employee is employed for part only of a School Year, the employee is entitled to a payment for Non-attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\begin{array}{l} \text{Number of working weeks} \\ \text{(excluding paid School Holiday} \\ \text{periods)} \end{array} - \begin{array}{l} \text{School Holidays} \\ \text{already paid} \end{array}}{3}$$

41. Annual leave for Administration and Operations Employees in receipt of four weeks annual leave

- 41.1 Annual leave is in accordance with the NES except where more favourable terms are provided in this Agreement.
- 41.2 An Employee is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 41.3 An Employee must generally take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the College shuts down the business, or any part of the business, in which the Employee works.
- 41.4 Where an Employee has not accrued sufficient annual leave to be taken during the shutdown period, they will be entitled to leave which will be unpaid.

41.5 Cashing out of Annual Leave

An Employee may make an application in writing to cash out accrued annual leave not more than once in any 12 month period.

Each cashing out of a particular amount of paid annual leave must be by a separate agreement between the College and the employee.

The granting of the application is at the College's discretion, and is subject to:

- the Employee's remaining accrued entitlement to paid annual leave must not be less than four weeks; and
- the Employee being paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
- the College's financial capacity to grant the application.

42. Annual leave for Administration and Operations Employees in receipt of paid school holidays

42.1 Annual Leave is in accordance with the National Employment Standards (NES) except where ancillary or supplementary terms are provided in this Agreement.

42.2 An Employee is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

42.3 An Employee is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

42.4 An Employee must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The shutdown is defined as a period where the College shuts down the College, or any part of the College, in which the Employee works.

42.5 An Employee and the College may agree in writing that the Employee performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.

42.6 An Employee will take all accrued annual leave during the shutdown period.

42.7 An Employee engaged under this clause will be paid pursuant to the salary scale in Schedule 1D.

42.8 An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

43. Annual leave for Educational Services Employees in receipt of paid school holidays

43.1 Annual Leave is in accordance with the National Employment Standards (NES) except where ancillary or supplementary terms are provided in this Agreement.

43.2 An Employee is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

- 43.3 An Employee is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 43.4 An Employee must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The shutdown is defined as a period where the College shuts down the College, or any part of the College, in which the Employee works.
- 43.5 An Employee and the College may agree in writing that the Employee performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.
- 43.6 An Employee will take all accrued annual leave during the shutdown period.
- 43.7 An Employee engaged under this clause will be paid pursuant to the salary scale in Schedule 2C.
- 43.8 An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 44. Annual leave for Educational Services Employees in receipt of four weeks annual leave**
- 44.1 Annual Leave is in accordance with the National Employment Standards (NES) except where ancillary or supplementary terms are provided in this Agreement.
- 44.2 An Employee is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 44.3 The College may engage an Employee with an entitlement to four weeks annual leave, and not pursuant to clause 43.
- 44.4 An Employee engaged under this clause will be paid pursuant to the salary scale in Schedule 2D.
- 44.5 If the College is engaging an Employee under this clause, the Employee's contract will specify the arrangement.
- 44.6 The College may require an Employee to take their annual leave during non-term weeks.
- 45. Annual leave for Teachers, including Permission to Teach Employees, Psychologists and Counsellors**
- 45.1 Annual Leave is in accordance with the National Employment Standards (NES) except where ancillary or supplementary terms are provided in this Agreement.
- 45.2 An employee is entitled to four weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 45.3 An employee must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The shutdown is defined as a period where the College shuts down the College, or any part of the College, in which the Employee works.

- 45.4 An Employee and the College may agree in writing that the employee performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.
- 45.5 An employee will take all accrued annual leave during the shutdown period.
- 45.6 An Employee engaged under this clause will be paid pursuant to the salary scale in Schedule 3B.
- 45.7 An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

46. Additional leave for Administration and Operations Employees or Educational Services Employees in receipt of four weeks annual leave

- 46.1 The College may engage and require an Employee to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).
- 46.2 Where an Employee is engaged to work the maximum 48 weeks or School term weeks only then this clause does not apply.
- 46.3 This clause applies where an Employee is engaged to work more than School term weeks and less than 48 weeks in a School Year.
- 46.4 For the purpose of this clause, additional leave is defined as the number of weeks of a School Year (excluding annual leave) that the College does not require an Employee covered by this agreement to work.
- 46.5 An Employee is entitled to public holidays falling during additional leave.
- 46.6 As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.
- 46.7 The annual salary of an Employee in receipt of additional leave in accordance with this clause, is calculated using the following formula:

Annual Salary = $(52.18 - A + B) \times C \times D$ where:

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

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

C = full-time weekly salary

D = the proportion of full-time hours the Employee will be working, if employed on a part time basis

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

Note 2: The College and an Employee covered by this agreement may change the additional leave arrangements by mutual agreement.

- 46.8 As additional leave is not paid leave, the remuneration of an Employee covered by this agreement entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 17.

47. Early learning centre roster

- 47.1 The College can engage new part time Kindergarten Assistants under a flexible start and finish time arrangement between 9.00 AM and 3.00 PM. This clause applies to both current and new part time Employees engaged as an Educational Services Employee in the Early Learning Centre.
- (a) For current employees, the College in consultation with an Employee may engage an Employee to work to a roster whilst not reducing the weekly hours of work of the employee.
- (b) For new employees, this clause applies when employment commences after this Agreement has been approved.
- 47.2 A roster showing the starting and finishing times and the name of each employee will be prepared by the College and displayed in a place conveniently accessible to the employees at least fourteen days before the commencement of the roster period.
- 47.3 An employee's rostered hours will be worked between 9 AM and 3 PM on Monday to Friday.
- 47.4 If the College is engaging a new employee under this clause, the employee's contract will specify the arrangement.

48. Notice of termination

Administration, Operational and Educational Services Employees

- 48.1 Subject to clause 13, in order to terminate the employment of an Employee covered by this agreement, the College must give notice to the Employee in accordance with the NES.
- 48.2 In addition to the notice prescribed in clause 47.1, an Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.
- 48.3 The College may elect to provide payment in lieu of the prescribed notice in clauses 47.1 and 47.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Employee would have been entitled to, had employment continued until the end of the required period of notice.
- 48.4 The notice of termination required to be given by an Employee is the same as that required of the College, save and except that there is no requirement upon the Employee to give additional notice based upon the age of the Employee concerned.
- 48.5 The College and an Employee may agree in writing to vary the period of notice required under clauses 47.1 and 47.2.

- 48.6 The notice period in this clause and in clause 13 do not apply where the Employee is guilty of serious misconduct.

Teachers, including Permission to Teach Employees, Psychologists and Counsellors

- 48.7 Where the College wishes to terminate the employment of an Employee serving a minimum employment period pursuant to clause 13 or an Employee wishes to resign during a qualifying period, the period of notice is specified by clause 13.
- 48.8 Subject to clause 13 where the College wishes to terminate the employment of an Employee, where the Employee has had more than six months' continuous service, the College will give seven weeks notice in writing, wholly within the one school term or full payment in lieu.
- 48.9 Where the College wishes to terminate the employment of a Fixed Term Employee, who is replacing another Employee on parental leave, the College will give the Fixed Term Employee as much notice as possible but at least four weeks notice if the Employee being replaced provides notice to the College that the Employee being replaced wishes to return from parental leave.
- 48.10 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 3B that an Employee would have received by working during the notice period if the Employee's employment had not been terminated.
- 48.11 Subject to clause 13 an Employee must provide the College with a minimum of seven weeks notice in writing with such notice to be given wholly within the one school term.
- 48.12 The notice period in this clause and in clause 13 do not apply where the Employee is guilty of serious misconduct.

49. Vehicle allowance

An Employee required by the College to use the Employee's motor vehicle in the performance of duties shall be paid a motor vehicle allowance on a cents per kilometre travelled basis with a maximum payment as for 400 kilometres per week. The cents per kilometre rate payable is in accordance with ATO rates for motor vehicle business travel.

50. Family domestic violence leave

50.1 Definition

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

50.2 Leave entitlement

- (a) An employee subject to family violence is entitled to twenty 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.
- (b) Family violence leave may be taken as consecutive or single days, including half days.
- (c) Family violence leave is not cumulative from year to year.

50.3 Notice and Evidentiary Requirements

- (a) The employee shall give notice to the Principal as soon as reasonably practicable of the employee's request to take family violence leave.
- (b) The employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 49.3. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.
- (c) The College will not place the documentary evidence provided under clause 49.3 (b) on the employee's file, unless expressly permitted by the employee. Instead, the College may place a note on the employee's file confirming:
 - (i) the dates that family violence leave was taken; and
 - (ii) that documentary evidence was sighted by the College.
- (d) Personal information provided by the employee to the College concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons, and in consultation with the employee, where possible, following legal consultation.

51. Class sizes

The College will endeavour to keep class sizes to:

Class Year(s)	Class size (Number of Students)
Prep to Year 2	25
Year 3 to Year 10	28
Years 11 and 12	25

In the event that new enrolments may necessitate a particular class(es) to exceed the maximum limit, this will be done only after consultation with the teacher concerned.

52. Outside employment

Employees who take on any employment outside the College are expected to ensure that such employment does not conflict with their obligations to the College and that it does not interfere with the proper exercise of their responsibilities. Employees are to advise the Principal of any outside employment in which they may engage. Teachers are not permitted to provide paid private tutoring for any students they teach. This may be varied, in exceptional circumstances, with the Principal's permission.

53. Consultative committee

The parties to this agreement are committed to establishing an effective means of communication within the College. To advance this objective, a Consultative Committee (the Committee) will be established. The purpose of the Committee is to serve as a communication forum to enable the views of staff on a range of issues to be considered by the Principal. The Committee holds no decision making authority.

53.1 The Committee will consist of:

- The College Principal,
- The HR Manager, or another delegate of the College Principal,
- One additional nominee of the College Principal.

An elected person from the following:

- Five teaching staff representatives as follows: ELC, Prep-3, Years 4-6: one representative per section, and Years 7-12: two representatives.
- Two employees categorised as General Staff representing each of the following areas: School Support and Administration as required.

53.2 Elected representatives to the Committee are not entitled to an additional monetary allowance or further time release.

53.3 The Committee shall meet as follows:

- As required, however a minimum of once each term.
- At times outside school hours.

53.4 The Committee will consult over any matters of significance referred to it (either by Employees or the College Principal) including but not limited to

- Matters arising regarding the implementation of this Agreement,
- Interpretation of this Agreement,
- School policies and procedures impacting on staff,
- Health and Safety,
- Other staff concerns.

54. Staff Association President

If the President of the Staff Association is a Secondary School teacher, the Employee shall be entitled to a time allotment of 3 teaching periods per week. This time allotment is to be used to attend to Staff Association duties and responsibilities. Any variation to increase this time allotment will be at the discretion of the College Principal. In exceptional circumstances, the Principal may grant some time allowance to the Vice President(s). If the President of the Staff Association is not a Secondary School teacher, the Employee shall be entitled to receive a Specific Responsibility Allowance set at Level 5 in recognition of the additional commitment of time required to attend to Staff Association duties and responsibilities.

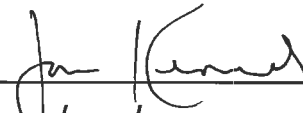
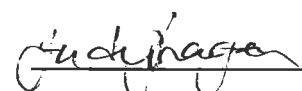
55. Work Location

Subject to the operational requirements of the College Employees may be required to perform part or all of their work at any of the College campuses or other locations determined by the College. The College will consult with employees in accordance with clause 10.


Mount Scopus Memorial College Agreement 2022


EXECUTED as an Agreement this _____ day of _____ 2022.

EMPLOYER REPRESENTATIVE

Signed: 
Date: 17/11/2022
Name in full (printed): RABBI JAMES KENNARD
Position title: PRINCIPAL
Authority to sign explained: PRINCIPAL
Address: Gandel Campus
245 Burwood Hwy, Burwood 3125
Witnessed by: 
Witness name in full: JUDY PRAGER
Witness address: Gandel Campus
245 Burwood Hwy, Burwood 3125

EMPLOYEE REPRESENTATIVE

Signed: 
Date: 17/11/2022
Name in full (printed): Adam McCann
Position Title: Teacher
Authority to sign explained: Union Bargaining Representative
Address: 245 Burwood Hwy, Burwood 3125

Witnessed by: 
Witness name in full: Stuart McKenzie
Witness address: 245 Burwood Hwy, Burwood
3125

Schedule 1A - Classification Structure (Administration and Operations Employees)

1A.1 DEFINITIONS

1A.1.1 Definition 1: Supervision

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

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

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

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

1A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) Trade certificate

Completion of an apprenticeship, normally of 4 years' duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a 2 year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to 2 years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to 3 years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in 3 or 4 years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

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

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

1A.1.3 Definition 3: Classification dimensions

(a) Competency

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

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these 3 qualities applies at each classification level.

(c) Level of supervision

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

(d) Training level or qualifications

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

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions

are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

1A.2 CLASSIFICATIONS

1A.2.1 Level 1

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

(e) Typical activities

(i) School administration services grade 1

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering

(ii) School operational services grade 1

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting trades personnel with manual duties
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's cafeteria

1A.2.2 Level 2

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

Level 2 duties typically require:

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

(e) Typical activities

(i) School administration services grade 2

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval

(ii) School operational services grade 2

- Undertaking general gardening tasks including the preparation and planting procedures
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision

1A.2.3 Level 3

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where

supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

(d) Training level or qualifications

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

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.
- (iv) Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(e) Typical activities

(i) School administration services grade 3

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation

(ii) School operational services grade 3

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds, swimming pool, gymnasium, classrooms and other buildings and structures
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate

- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases, this will involve familiarity with the work of other trades or require further training.
- Responsibility for the basic maintenance of school property
- Assists with the coordination of traffic management including access/egress of people, buses and private vehicles in set down/pick up areas
- Assists with emergency management activities including the safe evacuation of personnel during emergency situations and drills.

1A.2.4 Level 4

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

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

(e) Typical activities

(i) School administration services grade 4

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required

(ii) School operational services grade 4

- Responsibility for planning, scheduling and supervising of all aspects of maintenance and operational services staff
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- Coordinates traffic management including access/egress of people, buses and private vehicles in set down/pick up areas

- Undertakes emergency management activities including the safe evacuation of personnel during emergency situations and drills.

1A.2.5 Level 5

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

(a) Competency

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

(b) Judgment, independence and problem solving

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

(c) Level of supervision

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

(d) Training level or qualifications

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

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least 2 years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than 2 years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) School administration services grade 5

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management

- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Has operational and/or capital budget responsibilities and manages a discrete operational area including the management of employees
- Performing tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods

(ii) School operational services grade 5

- Managing a range of operational services functions

(iii) Nursing services grade 1

- Providing primary nursing care with its associated administrative responsibilities and providing health counselling, health education and acting in a resource capacity to the school community.

1A.2.6 Level 6

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

(a) Competency

- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource

allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

(c) Level of supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.

(d) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) School administration services grade 6

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the employee's area of expertise
- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility

(ii) School operational services grade 6

- Managing a range of operational services functions

(iii) Nursing services grade 2

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service.

1A.2.7 Level 7

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

(a) Competency

- (i) Within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at

this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.

- (ii) An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

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

(c) Level of supervision

Broad direction. May manage other employees including general employees.

(d) Training level or qualifications

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

- (i) a degree with at least 4 years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) School administration services grade 7

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

(ii) School operational services grade 7

- Managing a range of operational services functions

1A.2.8 Level 8

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

(a) Competency

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) School administration services grade 8

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

1A.3 Classification descriptors

Classification and Salary Level	Stream	Typical roles, examples only (not all roles listed)
Administration services		
Level 1	School administration services grade 1	Clerical assistant, Data entry operator, Front desk/reception Assistant
Level 2	School administration services grade 2	Clerical Assistant, Records Officer
Level 3	School administration services grade 3	Administration Assistant, Office Supervisor, Accounts Clerk/Officer, Credit Officer, School Archivist, Print Room Administrator, Enrollment Officer

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Classification and Salary Level	Stream	Typical roles, examples only (not all roles listed)
Level 4	School administration services grade 4	Senior Administration Assistant, Office Manager/Campus Administrator, Finance Officer, Personal Assistant (Section of College), Payroll Officer
Level 5	School administration services grade 5	People and Culture Administrator, Daily Organiser
Level 6	School administration services grade 6	OSHC Co-ordinator, Communications Manager, Project Officer, Data/Business Analyst, Accountant, Credit Manager, People and Culture Business Partner
Level 7	School administration services grade 7	Risk and Compliance Manager, Bursary Manager, Senior Accountant, Principal's Executive Assistant
Level 8	School administration services grade 8	Finance Manager
Operational services		
Level 1	School operational services grade 1	Labourer, Handyperson, Trades Assistant, Grounds/Maintenance Assistant
Level 2	School operational services grade 2	Gardener
Level 3	School operational services grade 3	Tradesperson
Level 4	School operational services grade 4	Supervisor, Head Groundsperson
Level 5	School operational services grade 5	Maintenance Manager
Level 6	School operational services grade 6	Assistant Facilities/Property Manager, Assistant Security Manager
Level 7	School operational services grade 7	Facilities/Property Manager, Security Manager
Nursing services		
Level 5	Nursing Services grade 1	School nurse (Registered Nurse Division 1)
Level 6	Nursing Services grade 2	Nurse in charge (Whole College)

Schedule 1B - Salaries (Administration and Operations)

1. Weekly Salary

Weekly salaries are calculated by dividing the annual salary rate by 52.18.

2. Part Time Salary

A Part Time Administration and Operations Employee is paid per hour worked an amount not less than 1/35th of the weekly rate of appropriate to the Administration and Operations Employee Employee’s classification.

3. Casual Rate of Pay

A Casual Employee classified in the School administration services stream or Nursing Services stream in Schedule 1A is paid per hour worked an amount not less than 1/35th of the weekly rate of pay in Schedule 1C appropriate to the class of work performed plus 25 per cent.

4. Junior Salary

A Full Time junior Administration and Operations Employee classified at Level 1 pursuant to Schedule 1A, is entitled to be paid not less than the following percentage of the full time salary relevant to the Administration and Operations Employee’s classification.

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

5. Additional Hours

Where the College requires a part time **Employee covered by this agreement** to work reasonable additional hours in excess of the Employee’s ordinary hours, the employee will be entitled to the following;

- (a) Where the Employee’s hours are averaged:
 - (i) The College and employee may agree in writing that the employee take time off in lieu at the rate of an hour off for each hour worked or the Employee will be paid for all such additional hours at the normal hourly rate of pay, provided that;
 - the additional hours fall within the applicable daily spread of hours in clause 39,
 - do not result in the Employee working more than seven hours on that day, and

- do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b) Where the Employee's hours are not averaged:
- (i) the Employee will be paid for all such additional hours at the normal hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 39 and do not result in the Employee working more than seven hours on that day; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Additional hours other than overtime hours worked by a part-time Employee covered by this agreement in accordance with this clause, accrue applicable entitlements under this Agreement.
- (d) An agreement under this clause can be made by an exchange of emails between the Employee and College, or by other electronic means.

6. Overtime

6.1 Overtime rate

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

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

- (b) Overtime will be calculated daily

6.2 Time off instead of overtime payment

- (a) An employee and the College may agree in writing that an employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an employee and the College have agreed to time off instead of overtime payment under clause 1B.6.2 (a) and such time has not been taken;
- (i) within four weeks of accrual; or

- (ii) during the non-term weeks agreed in writing between an employee and the College;

the College must if requested by an employee provide payment at the rate provided for the payment of overtime in the award, for any overtime worked

- (d) An agreement under this clause can be made by an exchange of emails between the Employee and the College, or by other electronic means.
- (e) Where employment ends and the Employee has any time off in lieu accrued in accordance with this clause, the Employee shall be paid overtime at the rates prescribed by Schedule 1B Clause 6.1.

6.3 Make up time

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

Schedule 1C - Salaries (Administration and Operations with Four Weeks Annual Leave)

Administration and Operations Employees have skills, competencies, qualifications and work experience that are applied in diverse workplace settings. Significantly, the sourcing, recruiting and retaining of suitable Administration and Operations Employees requires flexibility in the approach to setting salary rates that are more aligned to the employment market for each classification stream.

Consequently, the actual salaries for individual Employees within a designated Classification and Salary level and Stream may vary and be higher than the minimum salary for the relevant Classification and Salary Level in Schedule 1C. Actual salaries are determined based on prevailing market salaries subject to the minimum salary for the applicable Classification and Salary Level.

The actual salaries for Employees will be increased by the following percentages the first pay period commencing on or after:

Date	Percentage
1 February 2022	2.0%
1 August 2022	2.0%
1 February 2023	1.5%
1 August 2023	1.5%
1 February 2024	1.5%
1 August 2024	1.5%

1. Annual Salary Table - Employees with Four Weeks Annual Leave

Full Time Administration and Operations Employees with four weeks Annual Leave are entitled to be paid not less than the following annual salary relevant to the Administration or Operations Employee’s classification.

First pay period commencing on or after:

Classification and Salary Level	1 Feb 2022	1 Aug 2022	1 Feb 2023	1 Aug 2023	1 Feb 2024	1 Aug 2024
	\$	\$	\$	\$	\$	\$
Level 1	47,940	48,899	49,632	50,376	51,132	51,899
Level 2	55,080	56,182	57,025	57,880	58,748	59,629
Level 3	66,300	67,626	68,640	69,670	70,715	71,776
Level 4	77,520	79,070	80,256	81,460	82,682	83,922
Level 5	89,760	91,555	92,928	94,322	95,737	97,173
Level 6	104,040	106,121	107,713	109,329	110,969	112,634
Level 7	122,400	124,848	126,721	128,622	130,551	132,509
Level 8	142,800	145,656	147,841	150,059	152,310	154,595

2. Lump Sum Payment

Employees, other than Casuals, will be paid a lump sum payment, that does not increase Annual Salary rates, an amount equivalent to the following percentage of the Employees actual Annual Salary rate the first pay period commencing on or after:

Date	Percentage
1 February 2022	1.0%

Schedule 1D - Salaries (Administration and Operations Paid School Holidays without Deduction of Pay)

Administration and Operations Employees have skills, competencies, qualifications and work experience that are applied in diverse workplace settings. Significantly, the sourcing, recruiting and retaining of suitable Administration and Operations Employees requires flexibility in the approach to setting salary rates that are more aligned to the employment market for each classification stream.

Consequently, the actual salaries for individual Employees within a designated Classification and Salary level and Stream may vary and be higher than the minimum salary for the relevant Classification and Salary Level in Schedule 1D. Actual salaries are determined based on prevailing market salaries subject to the minimum salary for the applicable Classification and Salary Level.

The actual salaries for Employees will be increased by the following percentages the first pay period commencing on or after:

Date	Percentage
1 February 2022	2.0%
1 August 2022	2.0%
1 February 2023	1.5%
1 August 2023	1.5%
1 February 2024	1.5%
1 August 2024	1.5%

1. Annual Salary Table - Employees with Paid School Holidays without Deduction of Pay

Full Time Administration and Operations Employees with Paid School Holidays without Deduction of Pay are entitled to be paid not less than the following annual salary relevant to the Administration or Operations Employee’s classification.

First pay period commencing on or after:

Classification and Salary Level	1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
Level 1	41,700	42,534	43,172	43,820	44,477	45,144
Level 2	47,900	48,858	49,591	50,335	51,090	51,856
Level 3	57,700	58,854	59,737	60,633	61,542	62,465
Level 4	67,400	68,748	69,779	70,826	71,888	72,966
Level 5	78,100	79,662	80,857	82,070	83,301	84,551
Level 6	90,400	92,208	93,591	94,995	96,420	97,866
Level 7	106,400	108,528	110,156	111,808	113,485	115,187
Level 8	124,200	126,684	128,584	130,513	132,471	134,458

2. Lump Sum Payment

Employees, other than Casuals, will be paid a lump sum payment, that does not increase Annual Salary rates, an amount equivalent to the following percentage of the Employees actual Annual Salary rate the first pay period commencing on or after:

Date	Percentage
1 February 2022	1.0%

Schedule 2A – Classification Structure (Educational Services Employees)

2A.1 Classifying Educational Services Employees

- (a) Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.
- (b) With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.
- (c) Upon engagement, the College will inform an Educational Services Employee of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1

Positions

Positions for which qualifications are not required:

- classroom assistant
- library assistant
- laboratory assistant
- audio visual assistant
- Early Learning Centre (ELC)/Outside School Hours Care (OSHC) Assistant (unqualified)

Characteristics

It is characteristic of this classification that the Educational Services Employee may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may after gaining experience, exercise some degree of autonomy and exercise discretion.

Typical duties

The duties of positions at this level may include some or all of the following:

- (a) Library assistant:

Provision of general assistance of a supportive nature for professional and paraprofessional library staff including:

- processing books (marking, covering, repairing and shelving)
- basic data entry and updating of library records
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

- (b) Audio-visual assistant:

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

(c) Laboratory assistant

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

(d) Classroom Assistant

Provision of general assistance of a supportive nature for teaching staff as directed including:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and material distributed
- assist with clerical duties associated with normal classroom activities e.g. pupil records, collections etc.
- collect and distribute stock and equipment
- liaise between the student, the parent, the teacher and reports to the Head of Students Services (if an Integration Aide)
- assist teachers with care of children on school excursions, sports days and other out of classroom activities
- may attend student support group meetings (if an Integration Aide)

(e) Early Learning Centre (ELC)/Outside School Hours Care (OSHC) Assistant (Unqualified)

- assist in the implementation of daily routines
- have a good understanding of and participate when required in emergency procedures
- assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities
- attend to the physical, social and emotional needs of children on an individual and groups basis
- achieve a warm and friendly relationship with children that is supportive and responsive to their needs
- assist in developing good relations with families attending the centre/program
- work positively and appropriately with all staff and parents and the College in the provision of services

2A.3 Grade 1A

Characteristics

The College may require occupants of positions classified in this Grade to have completed a relevant post-secondary course of study. In the case of an Early Learning Centre (ELC) Assistant or Outside School Hours Care (OSHC) Assistant occupants are required to have qualifications as specified by the relevant authority/body that regulate this type of work.

Positions

- (a) library technician-in-training
- (b) laboratory technician-in-training

- (c) audio-visual technician-in-training
- (d) Early Learning Centre (ELC)/Outside School Hours Care (OSHC) Assistant (qualified)

Typical duties

The duties of an Early Learning Centre (ELC)/Outside School Hours Care (OSHC) Assistant (qualified) in addition to those in Grade 1 may include some or all of the following:

- complete routine tasks and activities without constant direction
- have an understanding of and contribute to the development and implementation of the program planned for the children
- undertake general observation of children, and report findings to the ELC teacher, room leader, facilitator or Co-ordinator, as appropriate
- enhance the environment – displays and documentation
- assist in working with individuals and small groups of children, both spontaneous and organised
- encourage parents to participate in the program and the Centre's/Program's activities, as appropriate

2A.4 Grade 2

The College may require occupants of positions classified in this Grade to have completed a relevant post-secondary course of study. Occupants must possess knowledge and skills which would normally be gained by completion of a relevant post-secondary qualification or gained from on the job relevant experience considered equivalent by the College.

Positions

- (a) library technician
- (b) laboratory technician
- (c) audio-visual technician
- (d) Mechanic
- (e) art assistant

Characteristics

It is characteristic of this classification that the Educational Services Employee may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

Typical duties

In addition to some or all Grade 1 or Grade 1A duties, the duties of positions at this level may include some or all of the following:

- (a) Library technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- simple copy cataloguing

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- data entry, creating and updating library records
- answering ready-reference enquiries
- locating, ordering and invoicing resources and library materials
- organising delivery, circulation and return of on-approval resources

(b) Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audiovisual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc.
- evaluating and making recommendations for purchase

(c) Laboratory technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

(d) Mechanechet

Performing responsible tasks associated with the efficient operation of the Mechanechet role including such tasks as:

- fostering and developing children with a love for and an awareness of the Jewish Heritage and Hebrew language
- to support children's interests, build their self-esteem and confidence and support their development of skills and knowledge of their Jewish Heritage and the Hebrew language.
- to plan, lead and have responsibility for providing a Jewish Studies and Hebrew curriculum that allows for development of children and supports children to be active enquirers and learners of the Hebrew Language and Chagim.
- to speak Hebrew and immerse the Children in Hebrew throughout the day.

(e) Art Assistant

- record material by means of sound and photographic equipment, etc.
- implement measures for proper storage control and handling or disposal of dangerous or toxic substances
- order supplies and materials
- provide technical support to teachers
- prepare art supplies for classroom use

2A.5 Grade 3

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained

from the completion of further post-secondary qualifications but could also be gained from on the job relevant experience considered equivalent by the College.

Positions

- (a) senior library technician
- (b) librarian
- (c) senior laboratory technician
- (d) laboratory manager
- (e) senior audio-visual technician
- (f) audio-visual co-ordinator
- (g) Early Learning Centre (ELC) Room Leader/Outside School Hours Care (OSHC) Facilitator
- (h) Kitchen garden specialist/Kitchen Facilitator
- (i) Informal Jewish Studies Educator

Characteristics

It is an essential characteristic of an Educational Services Employee at this classification level that such Educational Services Employee is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of an Educational Services Employee classified as an Educational Services Employee Grade 1 or 2.

Typical duties

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

- (a) Senior library technician/librarian

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting resources, equipment and supplies
- providing guidance in the use of information systems
- developing and promoting digital resources
- arranging or providing in-service training of library staff and teachers
- in-charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

- (b) Senior AV technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, e.g., multi-media kits, video and film clips
- teaching skills to teachers and individual students

- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

(c) Senior laboratory technician/laboratory manager

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

(d) Early Learning Centre (ELC) Room Leader/Outside School Hours Care (OSHC) Facilitator

- supervise staff
- arranging or providing in-service training of ELC staff
- maintain student and staff records as appropriate
- assist in the planning and implementation of developmentally appropriate programs
- foster play and cognitive development in children
- work with individual children and with both small and large groups of children
- undertake written observations of children as required
- liaise, under direction with parents around issues concerning their individual children and general centre/program matters as required
- attend and actively participate in planning, audit and review meetings

2A.5 Grade 3A

An employee at this level is required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility.

(a) Competency

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

(b) Judgment, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience.

(d) Training level or qualifications

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

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least 2 years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than 2 years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program

2A.6 Grade 3B

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

(a) Competency

- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii) Employees may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation;

exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

(c) Level of supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.

(d) Training level or qualifications

Grade 3B duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program; and
- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these

2A.7 Grade 4

The duties of which require responsibility for the overall management and coordination of major resource areas within the College, particularly science laboratories. Occupants of this position will generally have responsibility for supervision of staff.

Schedule 2B – Salaries (Educational Services Employees)

1. Weekly Salary

Weekly salaries are calculated by dividing the annual salary rate by 52.18.

2. Part Time Salary

A Part Time Educational Services Employee will be paid pro rata of the salary that the Educational Services Employee would be entitled to receive if employed as a Full Time Educational Services Employee. The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{35} \times \text{appropriate full time weekly salary}$$

3. Incremental advancement

- 3.1 Advancement to the next increment within grades shall take place on the anniversary of an Educational Services Employee first appointment or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 3.2 An employee employed for 50 per cent or less of full-time working hours will be required to complete 2 years' service before advancement. Service for the purposes of this clause shall include all service in any other school at the grade to which staff are appointed;
- 3.3 Advancement between Grades will be in accordance with the following conditions:
- (a) An employee will be eligible to advance from Grade 1 to Grade 1A upon undertaking a relevant and approved course of study. Kindergarten assistants who have received some form of child care training approved by the College will receive a wage equivalent to that of a third year Grade 1 Educational Services Employee and will be able to advance to a cap of Grade 1A conditional on completing an approved course;
 - (b) Upon completion of a relevant course of study, an Employee (other than a kindergarten assistant) will be eligible to advance subject to Schedule 2B 3.1 from Grade 1A-Year 1 to Grade 2-Year 1 or from Grade 1A-Year 2 to Grade 2-Year 2.
 - (c) An Employee may apply to the Principal for promotion to Grade 3 during year 6 of grade 2. Subject to the Principal's approval, the Employee will advance subject to Schedule 2B 3.1 to Grade 3-Year 2 upon completion of Grade 2-Year 6;
- 3.4 The College may direct that an Educational Services Employee perform temporarily, duties applicable to a classification higher than that of the Educational Services Employee. Where an Educational Services Employee does so for more than one week, and those duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification, the Educational Services Employee shall be

paid a salary at the rate applicable to the higher classification for the whole period during which the duties are performed;

- 3.5 Early Learning Mechanech/et who teach Jewish Studies in addition to their general responsibilities and Primary School Hebrew Learning Assistants will be entitled to receive an additional allowance. Part Time Employees receive this allowance on a pro-rata basis.

First pay period commencing on or after:

	1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
Annual Allowance	11,386	11,614	11,788	11,965	12,144	12,326

4. Casual Rate of Pay

A Casual Educational Services Employee will be paid an hourly rate of pay calculated as follows:

$$\begin{array}{r}
 \text{Weekly Salary in **Schedule 2D**} \\
 \text{for 1st year of adult experience} \\
 \text{for the appropriate grade} \\
 \qquad \qquad \qquad \qquad \qquad \qquad \times \qquad \qquad 1.25 \\
 \qquad \qquad \qquad \qquad \qquad \qquad \div \\
 \qquad \qquad \qquad \qquad \qquad \qquad 35
 \end{array}$$

The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave and paid compassionate leave.

For avoidance of doubt, Casual OSHC Employees and Casual Informal Jewish Studies Educators are excluded from this Agreement.

5. Junior Salary

A junior Educational Services Employee is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 2A of this Agreement.

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

6. Additional Hours

Where the College requires a part time Employee to work reasonable additional hours in excess of the Employees ordinary hours, the employee will be entitled to the following;

- (a) Where the Employee's hours are averaged;
- (i) the College and employee may agree in writing that the employee take time off in lieu at the rate of an hour off for each hour worked or the Employee will be paid for all such additional hours at the normal hourly rate of pay, provided that;
- the additional hours fall within the applicable daily spread of hours in clause 39
 - do not result in the Employee working more than seven hours on that day, and
 - do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b) Where the Employee's hours are not averaged;
- (i) the Employee will be paid for all such additional hours at the normal hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 39 and do not result in the Employee working more than seven hours on that day; and
- (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Additional hours other than overtime hours worked by a part-time Employee in accordance with this clause accrue applicable entitlements under this Agreement.
- (d) An agreement under this clause can be made by an exchange of emails between the Employee and the College, or by other electronic means.

7. Overtime

7.1 Overtime rates

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

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

- (b) Overtime will be calculated daily

7.2 Time off instead of overtime payment

- (a) An employee and the College may agree in writing that an employee will be provided with time off instead of being paid an overtime payment for all

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

- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where an employee and the College have agreed to time off instead of overtime payment under clause 2B 7.2 (a) and such time has not been taken;
 - (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between an employee and the College;

the College must if requested by an employee provide payment at the rate provided for the payment of overtime in the award, for any overtime worked.

- (d) An agreement under this clause can be made by an exchange of emails between the Employee and the College, or by other electronic means.
- (e) Where employment ends and the Employee has any time off in lieu accrued in accordance with this clause, the Employee shall be paid overtime at the rates prescribed by Schedule 2B Clause 7.1.

7.3 Make up time

An employee may elect with the consent of the College to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award.

Schedule 2C – Salaries (Educational Services Employees with Paid School Holidays without Deduction of Pay)

Salaries for Employees will be increased by the following percentages the first pay period commencing on or after:

Date	Percentage
1 February 2022	2.0%
1 August 2022	2.0%
1 February 2023	1.5%
1 August 2023	1.5%
1 February 2024	1.5%
1 August 2024	1.5%

1. Annual Salary - Educational Services Employees with Paid School Holidays without Deduction of Pay

A full time Educational Services Employee in receipt of paid School Holidays will be paid not less than the relevant salary specified for the Educational Services Employee’s classification and experience level.

First pay period commencing on or after:

Classification/Experience		1 Feb 2022	1 Aug 2022	1 Feb 2023	1 Aug 2023	1 Feb 2024	1 Aug 2024
		\$	\$	\$	\$	\$	\$
Grade 1	1st Year	45,665	46,578	47,277	47,986	48,706	49,437
	2nd Year	47,067	48,008	48,728	49,459	50,201	50,954
	3rd Year	49,490	50,480	51,237	52,006	52,786	53,578
	4th Year	50,863	51,880	52,658	53,448	54,250	55,064
	5th Year	52,857	53,914	54,723	55,544	56,377	57,223
Grade 1A	1st Year	52,858	53,915	54,724	55,545	56,378	57,224
	2nd Year	54,131	55,214	56,042	56,883	57,736	58,602
Grade 2	1st Year	54,131	55,214	56,042	56,883	57,736	58,602
	2nd Year	56,100	57,222	58,080	58,951	59,835	60,733
	3rd Year	58,098	59,260	60,149	61,051	61,967	62,897
	4th Year	60,293	61,499	62,421	63,357	64,307	65,272
	5th Year	62,375	63,623	64,577	65,546	66,529	67,527
	6th Year	63,018	64,278	65,242	66,221	67,214	68,222
Grade 3	1st Year	63,495	64,765	65,736	66,722	67,723	68,739
	2nd Year	66,450	67,779	68,796	69,828	70,875	71,938
	3rd Year	68,980	70,360	71,415	72,486	73,573	74,677

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Classification/Experience		1 Feb 2022	1 Aug 2022	1 Feb 2023	1 Aug 2023	1 Feb 2024	1 Aug 2024
		\$	\$	\$	\$	\$	\$
	4th Year	71,289	72,715	73,806	74,913	76,037	77,178
	5th Year	74,779	76,275	77,419	78,580	79,759	80,955
	6th Year	75,462	76,971	78,126	79,298	80,487	81,694
Grade 3A*	All Years	71,900	73,338	74,438	75,555	76,688	77,838
Grade 3B*	All Years	78,300	79,866	81,064	82,280	83,514	84,767
Managerial Grade	1st Year	83,637	85,310	86,590	87,889	89,207	90,545
	2nd Year	86,201	87,925	89,244	90,583	91,942	93,321
	3rd Year	88,798	90,574	91,933	93,312	94,712	96,133
	4th Year	91,398	93,226	94,624	96,043	97,484	98,946

*Grade 3A and Grade 3B are calculated based on working 39 terms weeks per year plus 4 weeks of annual leave taken during school holiday periods.

An Educational Services Employee employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

2. Lump Sum Payment

Employees, other than Casuals, will be paid a lump sum payment, that does not increase Annual Salary rates, an amount equivalent to the following percentage of Annual Salary rates the first pay period commencing on or after:

Date	Percentage
1 February 2022	1.0%

First pay period commencing on or after:

Classification/Experience		1 Feb 2022
		\$
Grade 1	1st Year	457
	2nd Year	471
	3rd Year	495
	4th Year	509
	5th Year	529
Grade 1A	1st Year	529
	2nd Year	541
Grade 2	1st Year	541
	2nd Year	561
	3rd Year	581
	4th Year	603

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Classification/Experience		1 Feb 2022 \$
	5th Year	624
	6th Year	630
Grade 3	1st Year	635
	2nd Year	665
	3rd Year	690
	4th Year	713
	5th Year	748
	6th Year	755
Grade 3A	All Years	719
Grade 3B	All Years	783
Managerial Grade	1st Year	836
	2nd Year	862
	3rd Year	888
	4th Year	914

Schedule 2D – Salaries (Educational Services Employees with Four Weeks Annual Leave)

Salaries for Employees will be increased by the following percentages the first pay period commencing on or after:

Date	Percentage
1 February 2022	2.0%
1 August 2022	2.0%
1 February 2023	1.5%
1 August 2023	1.5%
1 February 2024	1.5%
1 August 2024	1.5%

1. Annual Salary - Educational Services Employees with Four Weeks Annual Leave

A full time Educational Services Employee in receipt of four weeks annual leave will be paid not less than the relevant salary specified for the Educational Services Employee’s classification and experience level.

First pay period commencing on or after:

Classification/Experience		1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
Grade 1	1st Year	52,515	53,565	54,368	55,184	56,012	56,852
	2nd Year	54,128	55,211	56,039	56,880	57,733	58,599
	3rd Year	56,915	58,053	58,924	59,808	60,705	61,616
	4th Year	58,493	59,663	60,558	61,466	62,388	63,324
	5th Year	60,783	61,999	62,929	63,873	64,831	65,803
Grade 1A	1st Year	60,787	62,003	62,933	63,877	64,835	65,808
	2nd Year	62,249	63,494	64,446	65,413	66,394	67,390
Grade 2	1st Year	62,249	63,494	64,446	65,413	66,394	67,390
	2nd Year	64,515	65,805	66,792	67,794	68,811	69,843
	3rd Year	66,559	67,890	68,908	69,942	70,991	72,056
	4th Year	69,338	70,725	71,786	72,863	73,956	75,065
	5th Year	71,734	73,169	74,267	75,381	76,512	77,660
	6th Year	72,468	73,917	75,026	76,151	77,293	78,452
Grade 3	1st Year	73,017	74,477	75,594	76,728	77,879	79,047
	2nd Year	76,415	77,943	79,112	80,299	81,503	82,726
	3rd Year	79,128	80,711	81,922	83,151	84,398	85,664
	4th Year	81,979	83,619	84,873	86,146	87,438	88,750
	5th Year	85,994	87,714	89,030	90,365	91,720	93,096

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Classification/Experience		1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
	6th Year	86,781	88,517	89,845	91,193	92,561	93,949
Grade 3A	All Years	87,000	88,740	90,071	91,422	92,793	94,185
Grade 3B	All Years	94,700	96,594	98,043	99,514	101,007	102,522
Managerial Grade	1st Year	96,157	98,080	99,551	101,044	102,560	104,098
	2nd Year	99,131	101,114	102,631	104,170	105,733	107,319
	3rd Year	102,116	104,158	105,720	107,306	108,916	110,550
	4th Year	105,108	107,210	108,818	110,450	112,107	113,789

2. Lump Sum Payment

Employees, other than Casuals, will be paid a lump sum payment, that does not increase Annual Salary rates, an amount equivalent to the following percentage of Annual Salary rates the first pay period commencing on or after:

Date	Percentage
1 February 2022	1.0%

First pay period commencing on or after:

Classification/Experience		1 Feb 2022 \$
Grade 1	1st Year	525
	2nd Year	541
	3rd Year	569
	4th Year	585
	5th Year	608
Grade 1A	1st Year	608
	2nd Year	622
Grade 2	1st Year	622
	2nd Year	645
	3rd Year	666
	4th Year	693
	5th Year	717
	6th Year	725
Grade 3	1st Year	730
	2nd Year	764
	3rd Year	791
	4th Year	820
	5th Year	860
	6th Year	868

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Classification/Experience		1 Feb 2022 \$
Grade 3A	All Years	870
Grade 3B	All Years	947
Managerial Grade	1st Year	962
	2nd Year	991
	3rd Year	1,021
	4th Year	1,051

Schedule 3A - Classification Structure (Teachers, including Permission to Teach Employees, Psychologists and Counsellors)

1. Positioning on the rates of pay scale

- (a) A teacher who has either full or provisional registration with the Victorian Institute of Teaching and who has completed a 4-year approved training course beyond secondary school including teacher training shall commence at Graduate Teacher Level 1 and progress in annual increments to Expert Teacher Level 4, on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- (b) A teacher who has provisional registration with the Victorian Institute of Teaching and who has completed a 3-year approved training course beyond secondary school including teacher training shall remain on Graduate Teacher Level 1 for a fixed period of two years followed by a period on Graduate Teacher Level 2 for a fixed period of two years and progress in annual increments to Expert Teacher Level 4 on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- (c) A teacher employed for 40 per cent, or less of a full teaching load will be required to complete 24 months' service before advancement to the next salary level;
- (d) Teachers who complete a relevant post-graduate qualification approved by the College will be eligible to advance, once only, one step on the scale beyond that which would normally apply. This adjustment will be made on completion of the qualification.
- (e) A Kindergarten teacher who teaches Hebrew in addition to general responsibilities, will be eligible to receive a salary equivalent to the rate of one step on the scale beyond that which would normally apply to them. Upon reaching the highest salary level being Expert Teacher level 4 the teacher will receive an allowance equivalent to 3% of Expert Teacher Level 4.
- (f) Psychologists or Counsellors shall commence at Graduate Teacher Level 1 and progress in annual increments to Expert Teacher Level 4, on the anniversary of the employees' appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

Schedule 3B – Rates of Pay (Teachers, including Permission to Teach Employees, Psychologists and Counsellors)

Salaries for Employees will be increased by the following percentages the first pay period commencing on or after:

Date	Percentage
1 February 2022	2.0%
1 August 2022	2.0%
1 February 2023	1.5%
1 August 2023	1.5%
1 February 2024	1.5%
1 August 2024	1.5%

1. Annual Salary - Teachers, including Permission to Teach Employees, Psychologists and Counsellors

A full time Employees in receipt of paid School Holidays will be paid not less than the relevant salary specified for the Employee's classification and experience level.

First pay period commencing on or after;

Classification/Experience		1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
Graduate Teacher	G-1	77,135	78,678	79,858	81,056	82,272	83,506
	G-2	79,335	80,922	82,136	83,368	84,619	85,888
Accomplished Teacher	A-1	83,872	85,549	86,832	88,134	89,456	90,798
	A-2	86,312	88,038	89,359	90,699	92,059	93,440
	A-3	88,775	90,551	91,909	93,288	94,687	96,107
	A-4	91,305	93,131	94,528	95,946	97,385	98,846
	A-5	94,844	96,741	98,192	99,665	101,160	102,677
Expert Teacher	E-1	98,259	100,224	101,727	103,253	104,802	106,374
	E-2	101,306	103,332	104,882	106,455	108,052	109,673
	E-3	105,491	107,601	109,215	110,853	112,516	114,204
	E-4	114,350	116,637	118,387	120,163	121,965	123,794

2. Lump Sum Payment

Employees, other than Casuals, will be paid a lump sum payment, that does not increase Annual Salary rates, an amount equivalent to the following percentage of Annual Salary rates the first pay period commencing on or after:

Date	Percentage
1 February 2022	1.0%

First pay period commencing on or after:

Classification/Experience		1 Feb 2022 \$
Graduate Teacher	G-1	771
	G-2	793
Accomplished Teacher	A-1	839
	A-2	863
	A-3	888
	A-4	913
	A-5	948
Expert Teacher	E-1	983
	E-2	1,013
	E-3	1,055
	E-4	1,144

3. Weekly Rate of Pay

The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

4. Annual Leave Loading

The annual rate of pay in Schedule 3B clause 1 does not include annual leave loading.

5. Casual Teacher (Emergency Teacher) Rates of Pay

The rate of pay for a Casual Teacher (Emergency Teacher) will not be less than that prescribed in the following table.

First pay period commencing on or after:

Engagement Period	1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
Hourly rate	66.19	67.52	68.53	69.56	70.60	71.66
Maximum daily rate	397.15	405.09	411.17	417.34	423.60	429.95

Casual Teachers are entitled to a minimum payment of three hours and a maximum payment of the prescribed maximum daily rate in respect of employment on any one day.

Schedule 4 – Additional Responsibilities

1. Employees holding Positions of Responsibility

The following shall apply in conjunction with the College Policy Additional Responsibilities. This policy is not incorporated into, and does not form part of the agreement.

- (a) A position of responsibility monetary allowance may be paid to an Employee where the College requires the performance of administrative, pastoral care and/or leadership duties additional to those usually required of an Employee by the College.
- (b) A position of responsibility monetary allowance is linked to a position of responsibility rather than tied to an individual Employee.
- (c) The Principal or Principal's delegate determines who is eligible for a position of responsibility monetary allowance.
- (d) The College will provide written advice to an Employee in receipt of a position of responsibility allowance, including the position, its tenure, the duties required and the amount to be paid.
- (e) In principle, an Employee shall not occupy multiple positions of responsibility. However, where extraordinary circumstances exist, the Principal may request and approve an Employee do so. In the event of this, the Employee shall receive the appropriate allowance payment for multiple positions of responsibility. Where a position of responsibility is shared, the allowance payment may also be shared.

2. Employees assuming Specific Responsibilities

The following shall apply in conjunction with the College Policy Additional Responsibilities. This policy is not incorporated into, and does not form part of the agreement.

- (a) A responsibility monetary allowance may be paid to an Employee for undertaking a task that is additional to the responsibilities that are required of an Employee at their respective classification level.
- (b) The Principal or Principal's delegate determines who is eligible for a responsibility allowance.
- (c) The College will provide written advice to an Employee in receipt of a responsibility allowance including the responsibility title, its tenure, the duties required and the amount to be paid.

3. Monetary Allowances for Positions of Responsibility

The following annual monetary allowances apply to an Employee who is allocated an additional responsibility in accordance with Schedule 4 Position of Responsibility.

First pay period commencing on or after:

Level	1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
POR - Level 1	2,275.66	2,321.17	2,355.99	2,391.33	2,427.20	2,463.61
POR - Level 2	3,982.42	4,062.07	4,123.00	4,184.85	4,247.62	4,311.33
POR - Level 3	5,688.72	5,802.49	5,889.53	5,977.87	6,067.54	6,158.55
POR - Level 4	7,395.92	7,543.84	7,657.00	7,771.86	7,888.44	8,006.77

4. Monetary Allowances for Specific Responsibilities

The following annual monetary allowances apply to an Employee who is allocated an additional responsibility in accordance with Schedule 4 Specific Responsibilities.

First pay period commencing on or after:

Level	1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
Level 1	709.54	723.73	734.59	745.61	756.79	768.14
Level 2	1,417.87	1,446.23	1,467.92	1,489.94	1,512.29	1,534.97
Level 3	2,272.29	2,317.74	2,352.51	2,387.80	2,423.62	2,459.97
Level 4	3,969.05	4,048.43	4,109.16	4,170.80	4,233.36	4,296.86
Level 5	4,961.83	5,061.07	5,136.99	5,214.04	5,292.25	5,371.63

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/4810

Applicant:
Mount Scopus Memorial College Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Stephen Webb, Director of People and Culture have the authority given to me by Mount Scopus Memorial College Limited to give the following undertakings with respect to the Mount Scopus Memorial College Agreement 2022 ("the Agreement"):

1. Notwithstanding Clause 12.5 (Casual Teacher), the College undertakes that it may employ an Employee as a Casual Teacher in accordance with this Agreement for a full day or half day in respect of employment on any one day and not by the hour. Casual Teachers are entitled to minimum payment of a Half Day (for up to and including 3.5 hours) and a maximum payment of a Full Day (for more than 3.5 hours) in respect of employment on any one day.
2. The College undertakes that Schedule 3B Clause 5 that relates to Casual Teacher (Emergency Teacher) Rates of Pay will not apply. The following provision will apply:

5. Casual Teacher (Emergency Teacher) Rates of Pay

The rate of pay for a Casual Teacher (Emergency Teacher) will be in accordance with the following table.

First pay period commencing on or after:

Engagement Period	1 Feb 2022 \$	1 Aug 2022 \$	1 Feb 2023 \$	1 Aug 2023 \$	1 Feb 2024 \$	1 Aug 2024 \$
Full Day Rate (Maximum)	397.15	405.09	411.17	417.34	423.60	429.95
Half Day Rate (Minimum)	198.58	202.55	205.59	208.67	211.80	214.98

Casual Teachers are entitled to minimum payment of a Half Day (for up to and including 3.5 hours) and a maximum payment of a Full Day (for more than 3.5 hours) in respect of employment on any one day.

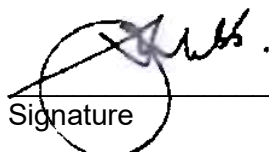
3. Notwithstanding Clause 12.4, the College undertakes that Casual Employees will be engaged and paid for a minimum of 2 hours for each engagement.

4. Notwithstanding Schedule 1B Clause 6.1 (a) and Schedule 2B Clause 7.1 (a) the College undertakes that Casual Employees will be paid overtime for all authorised work performed in accordance with the following table.

For overtime worked on	Casual employees
	% of ordinary hourly rate
Monday – Saturday first 3 hours	175%
Monday – Saturday after 3 hours	225%
Sunday	225%
Public Holidays	275%

5. Notwithstanding Clause 21, the College undertakes that an Employee required to work on a Public Holiday will be paid penalty rates in accordance with Schedule 1B Clause 6.1 (a) and Schedule 2B Clause 7.1 (a), unless the College and an Employee agree to the Employee taking another day as the public holiday in lieu of the specified day or as provided in Clause 21.3.

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


Signature

7 December 2022

Date

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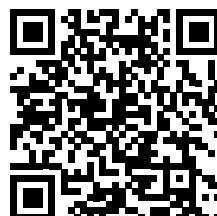
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**Join the IEU
online today**

ieuvictas.org.au/join

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

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

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

