



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Geelong College**  
(AG2021/9010)

## **THE GEELONG COLLEGE AGREEMENT - 2020 - 2024**

Educational services

COMMISSIONER LEE

MELBOURNE, 2 FEBRUARY 2022

*Application for approval of The Geelong College Agreement - 2020 - 2024*

[1] An application has been made for approval of an enterprise agreement known as *The Geelong College Agreement - 2020 - 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Geelong 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] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The 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.

[5] I observe that the following provision is likely to be inconsistent with the National Employment Standards (NES):

- Clause 49.5(c) – Cashing out annual leave.

However, noting the undertakings provided, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

**[6]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 February 2022. The nominal expiry date of the Agreement is 2 February 2026.



COMMISSIONER

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/9010 - Application for approval of The Geelong College Agreement -2020 – 2024

Applicant: The Geelong College

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Peter Miller, Principal, have the authority given to me by The Geelong College to give the following undertakings with respect to the Geelong College Agreement -2020 – 2024 ("the Agreement"):

1. In accordance with Section 186(6) of the *Fair Work Act* all employees covered by the Agreement may be represented at any stage, for the purposes of the Dispute Resolution process in Clause 12 of the Agreement.
2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. Further to Clause 47 of the Agreement, the ordinary hours of work for a casual employee will be a maximum of 38 hours per week.
4. With respect to Higher Duties, a school operational services employee who performs higher duties for one day or more will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
5. The ordinary daily span of hours for School Operational Services employees (day workers) engaged from Levels 4 to 8 and referred to in Clause 48.3(b) (security/caretaking, cooking/catering) and 48.3(f) (gardening, turf maintenance) will be 6.00am – 6.00pm, Monday to Friday.
6. The ordinary daily span of hours for Recreational Centre Services employees engaged from Levels 4 to 8 and referred to in Clause 48.3(d) will be 6.00am – 6.00pm, Monday to Saturday.
7. In relation to School Activities under Clause 48.5 of the Agreement, employees who work outside the ordinary span of hours will be paid a 25% loading for those additional hours.

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



\_\_\_\_\_  
Signature

27 January 2022

\_\_\_\_\_  
Date

# The Geelong College Agreement 2021 – 2024

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**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.**

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## Part 1 – Application and Operation

### 1. Title

This Agreement is to be known as The Geelong College Agreement –2020 - 2024 (the Agreement) and is a Single Enterprise Agreement made pursuant to s.172(2) of the *Fair Work Act 2009* (Cth.) (the Act).

### 2. Commencement and period of operation

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

2.2 The nominal expiry date of the Agreement is 4 years from approval by the Fair Work Commission.

### 3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Attendance Time	means all days of the School Year less the Non-Attendance Time and the period of annual leave
Award	means the <i>Educational Services (Schools) General Staff Award 2020</i> or the <i>Educational Services (Teachers) Award 2020</i>
Boarding Supervision Services Employee	means an Employee whose principal duties are to support the operation of the boarding house in relation to the supervision of students
BOPS	means a Business Operations Employee covered by this agreement
Casual Teacher	means a Teacher employed pursuant to clause 36.8 of this Agreement
Classroom Support Services Employee	means an Employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students
College	means The Geelong College
College Executive Team	Means the Principal, Deputy Principal, Director of Business Operations, Heads of Schools, Director of Wellbeing Programs, Director of Teaching and Learning, Director of Community Relations and Advancement, Director of Human Resources
Council	means The Geelong College Council
Curriculum/Resources Services Employee	means an Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre.
Dependent Child	means a natural child, stepchild or adopted child who resides with the Employee or is financially supported by the Employee.
EL	means Early Learning
EL Teacher	means an employee engaged to teach in Early Learning
Employee	means a person engaged as a Teacher or BOPS Employee under this Agreement

Employer	means The Geelong College [ABN 22005988205]
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Teacher	means a Teacher employed pursuant to sub clause 36.7 of this Agreement
Full Time Teacher	means a Teacher employed pursuant to sub clause 36.5 of this Agreement.
FWC	means the Fair Work Commission
Head of School	means a person designated by the Employer with responsibility for the day-to-day management of the Senior School, Middle School or Junior School.
Immediate family	<p>Means</p> <ul style="list-style-type: none"> <li>• a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee, or</li> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.</li> </ul> <p>A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) and includes a former de facto partner of the Employee</p>
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> .
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i>
Non-Attendance Time	means a period of time that will be announced six months 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 4 weeks' annual leave)
Non-term week	means weeks in the school year other than term weeks and include periods designated as school holidays for students
Nursing Services Employee	means an Employee who is a registered nurse in the State of Victoria and is employed as such
Part Time Teacher	means a Teacher employed pursuant to sub clause 36.6 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is engaged to undertake the duties of a Teacher, which includes the delivery of the School's educational program and the assessment of student participation in the educational program
Preschool Services Employee	means an Employee whose principal duties are to work with children in the Early Learning Centre operated by the Employer for pre-primary aged children or an outside school hours care program (other than a qualified early learning teacher)
Principal	means the Principal of The Geelong College or the Principal's nominee



Recreation Centre Services Employee	means an Employee whose principal duties are in the Recreation Centre
Registered Medical Practitioner	means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
School Operational Services	means an Employee whose principal duties are in the functional areas of the Employer's business operations, including construction, plumbing, carpentry, painting and other trades, cleaning, maintenance, school facility management, security, caretaking, gardening, turf management, retailing—canteens, uniform shops, cooking/catering and bus driving.
School Administration Services	means an Employee whose principal duties are in the functional areas of the Employer's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources and information management.
School year	means the period of 12 months commencing from the day the employees are required to attend the school for the new educational year or the calendar year, as determined by the Employer, and includes term weeks and non-term weeks.
Teacher	means a person covered by this Agreement 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 Education and Training Reform Act 2006 (Vic.) and is employed to teach. This definition includes a qualified teacher librarian and an EL Teacher, unless otherwise specified, but does not include a person employed as a Principal or a Deputy Principal, Heads of School, Director of Teaching and Learning and Director of Student Wellbeing.
Term weeks	means the weeks in the school year that students are required to attend school as set out in the school calendar and days of the school year prior to each term beginning and at the end of each term, to be notified in advance by the Principal each year
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the Education and Training Reform Act 2006 (Vic.)
Wellbeing Services Employee	means an Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include counsellors, therapists and personal trainers.
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor/s

## **4. Coverage**

4.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers, including Permission to Teach Teachers.
- (c) Business Operations Employees, engaged in:
  - (i) Boarding Supervision Services
  - (ii) Classroom Support Services
  - (iii) Curriculum/Resources Services
  - (iv) Nursing Services
  - (v) Preschool Services
  - (vi) Recreation Centre Services
  - (vii) School Administration Services
  - (viii) School Operational Services
  - (ix) Wellbeing Services

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Director of Business Operations;
- (d) a Director of Community Relations and Advancement;
- (e) Heads of School;
- (f) Director of Teaching and Learning;
- (g) Director of Wellbeing Programs;
- (h) Apprentices;
- (i) Trainees; and
- (j) Employees on a supported wage system.

## **5. Relationship to Awards**

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

## **6. No extra claims**

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

## **7. The National Employment Standards**

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

## **8. Minimum Employment Period**

- 8.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 8.2 If the Employer is to terminate the employment of an Employee during the six month minimum employment period, then the Employer does not need to comply with the Performance and Conduct Management provisions at clauses 45 and 57, for Teachers and BOPS employees, respectively and any due process, performance or conduct management policies or procedures in place from time to time.
- 8.3 If the Employer is to terminate the employment of an Employee within the six-month minimum employment period, then the Employee is entitled to one week's notice or payment in lieu of notice.
- 8.4 If the Employee is to resign within the six-month minimum employment period, then the Employee is required to give the same notice required of the Employer in clauses 46 and 58, for Teachers and BOPS employees, respectively.

## **9. Agreement flexibility**

- 9.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 9.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the Act; and
  - (b) are not unlawful terms under s.194 of the Act; and

- (c) result in the Employee being better off overall than the employee would be if no arrangement was made.
- 9.3** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 9.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5** The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing — at any time.

## **Part 2 - Consultation and Dispute Resolution**

### **10. Consultation regarding workplace change**

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

#### **10.2 Major Change**

For a major change referred to in cl. 10.1 (a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) cl.10.3 to 10.8 apply.

- 10.3** The relevant Employees may appoint a representative for the purposes of the procedures in this term, if;

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

- (b) the Employee or Employees advise the employer of the identity of the representative;
- (c) the Employer must recognise the representative.

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

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) the measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and any other matters likely to affect the Employees.

**10.5** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

**10.6** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

**10.7** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl. 10.1 (a), 10.3 and 10.5 are taken not to apply.

**10.8** In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the needs to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

**10.9** **Change to regular roster or ordinary hours of work**

For a change referred to in cl.10.1) (b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) subclauses (10.10) to (10.14) apply.

- 10.10** The relevant Employees may appoint a representative for the purposes of the procedures in this term, if;
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;
  - (c) the Employer must recognise the representative.
- 10.11** As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion – provide to the relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.12** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.13** The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 10.14** In this term:  
**relevant Employees** means the Employees who may be affected by a change referred to in cl. 10.1

## **11. Staff Forum Committee and Communication**

- 11.1** The employer and the employees recognise the benefit of communication and consultation in relation to decisions that impact employees.
- 11.2** The details of the Staff Forum Committee sit in a separate Guideline “Staff Forum Committee” and provide for the representation, operational aspects and communication methods of the Committee.

## **12. Dispute resolution**

- 12.1** In relation to any matter arising out of this Agreement or the NES that may be in dispute (‘the matter’) between the Employer and the Employee (‘the parties’) as parties to this Agreement, the parties will undertake the following steps:
- 12.2 Step 1**

Every attempt will be made to resolve the matter by discussions between the Employer and the Employee(s) directly involved at the College. This does not preclude the right of either party to seek advice from outside the College, nor does it necessitate such an approach where this is impracticable.

**12.3 Step 2**

Where the matter is not resolved by Step 1, the Employer or the Employee(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter.

**12.4 Step 3**

Where the Employer and the Employee(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative. Under this approach, the Employer will pay the full cost of the mediation.

**12.5 Step 4**

In the event that Steps 1, 2 and 3 fail to resolve the matter it may be referred by either party to the FWC. The FWC may resolve the matter by any means it considers appropriate including conciliation, mediation, expressing an opinion, making a recommendation and where necessary, arbitration. In normal circumstances, the matter should not be referred by either party to the FWC prior to the completion of Steps 1 and 2, and where agreed, Step 3.

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

## **Part 3 – Leave and Holidays**

### **13. Personal/carer's leave**

**13.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms. This clause does not reproduce Division 7 of Part 2-2 of the Act in full.

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

**13.3** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

**13.4** Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:

(a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or

(b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,

provided that the notice and evidentiary requirements are met. Where the Employee's employment terminates prior to the accrual of paid personal leave taken in advance of entitlement, the days of

paid personal leave taken in advance of entitlement will be offset against the Employee's final payment.

- 13.5** Paid personal leave is taken due to a personal illness or injury.
- 13.6** Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 13.7** Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 13.8** A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

**13.9 Notice and evidentiary requirements**

- (a) An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b) An Employee is entitled to personal/carer's leave provided that:
- (i) the Employee produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
  - (ii) the Employee provides a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term (where the Employee works term weeks only) which would not otherwise require the provision of evidence;
  - (iii) the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

**14. Compassionate leave**

- 14.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms. This clause does not reproduce Division 7 of Part 2-2 of the Act in full.
- 14.2** An Employee may take:
- (a) up to three (3) days' paid leave per occasion when a member of the Employee's Immediate family or household dies; or
  - (b) up to two (2) days' paid leave per occasion when a member of the Employee's Immediate family or household member contracts or develops a personal injury or



illness that poses a serious threat to life.

**14.3** Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.

**14.4** The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

## **15. Infectious diseases leave**

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

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.
- Infections classified as pandemic.

**15.2** The Employee must, at the request of the Employer, provide a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

## **16. Community service leave**

Community service leave is provided for in the NES.

### **16.1 Paid voluntary emergency management activity leave**

The Employer will provide an Employee with up to five (5) days of paid leave per annum (non-cumulative) where the Employee is engaging in a voluntary emergency management activity, as defined by the NES, provided:

- (a) the activity is undertaken on a day on which the Employee would otherwise be at work; and
- (b) the Employee satisfies the notice and evidence requirements specified by the NES; and
- (c) the Employee is not in receipt of payment of any kind from the recognised emergency management body.

### **16.2 Jury Service**

- (a) An employee required to serve as a juror is entitled to leave at their ordinary rate of pay for the duration of the period of their required attendance for jury service.

- (b) Before jury service leave is granted, the employee is required to provide proof of the requirement to attend for jury service and any estimates of the duration of the absence from duty.
- (c) An employee must pay to the College the full amount received from the court for jury service. The employee must pay the College this money as soon as practicable and must if requested by the Principal, provide evidence to the school as to the amount of any payments made to them by the court.
- (d) In this clause ordinary rate of pay means the amount the employee would reasonably expect to have received from the employer as earnings for that period had he or she not been performing jury service.

## **17. Public holidays**

17.1 Public holidays are provided for in the NES.

### **17.2 Payment for work on a public holiday**

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

17.3 Clause 17.2 applies only to BOPS employees and does not apply to Teachers.

### **17.4 Substitution of public holidays**

The Employer may agree with an employee, on an individual basis, to substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the school year.

## **18. Long service leave**

### **BOPS Employees**

18.1 Long service leave is provided for in the NES, or the *The Long Service Leave Act 2018 (Vic)* (LSL Act)), as appropriate. This clause supplements the NES provisions.

18.2 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after 7 years of continuous employment.

18.3 Pursuant to the NES, an Employee whose employment would have been covered by the *Victorian Independent Schools - Clerical and Administrative Employees – Award 2004* and the *Victorian Independent Schools – Nurses - Award 2003* :

- (a) 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;
- (b) 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.

18.4 For an Employee, other than an Employee to whom clause 18.3 applies, the rate of long service leave is to be calculated in accordance with the LSL Act.

### **18.5 Taking long service leave**

- (a) An Employee is entitled to apply to take the full long service leave entitlement upon the completion of 10 years of continuous employment.
- (b) An Employee, who has completed seven (7) years of continuous employment, is entitled to apply to take their accrued long service leave entitlement, pro rata.
- (c) The entitlement under clause 18.5(a) or 18.5(b) will be taken at a time mutually acceptable to the Employee and the Employer. Should agreement not be reached, the Employer, at the Employer's discretion, may fix the time when leave is to be taken, provided that the Employer provides the Employee with not less than 12 months' notice in writing, following completion of 10 years of continuous employment.
- (d) An Employee may apply to take a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.
- (e) Long service leave does not include public holidays or annual leave but does include other days of leave determined by the College.
- (f) A BOPS Employee can request to take long service leave for a period of not less than 1 day. The Employer must grant the request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

### **18.6 Illness on long service leave**

An Employee, who becomes ill or suffers an injury and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave re-credited to the Employee. The Employer may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the Registered Medical Practitioner is reasonably accessible to the Employee.

### **18.7 The employee's application under 18.6:**

- (i) must be received by the Employer during the period of illness or injury unless there are exceptional circumstances;
- (ii) must be accompanied by a medical certificate from a Registered Medical 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

### **18.8 Half pay option**

The Employer may grant a period of long service leave of twice the BOPS Employee's entitlement on the basis that the Employee is paid at half the rate of pay otherwise applicable to the taking of long service leave at the relevant time for the duration of such leave.

### **Teachers**

### **18.9 Long Service Leave for teachers operates in accordance with the NES and the relevant Pre-**

Reform Award, namely the *Victorian Independent Schools – Teachers Award 1998*. Any provisions of this clause either meet or supplement the pre-reform Award entitlement.

- 18.10** A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.
- 18.11** Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) years of continuous employment.
- 18.12** A Teacher, whose service has been all full-time or all at the same part-time fraction, is paid the Teachers ordinary rate of pay during leave, including any allowances the Teacher is entitled to at the time of taking the leave.
- 18.13** A Teacher, whose time fraction has varied during service, is paid salary at the proportionate rate. which is calculated by averaging the time fractions over the period of service.
- 18.14 Taking Long Service Leave**
- (a) Upon the completion of seven years' continuous employment, a Teacher is entitled to take 9.1 weeks' long service leave.
  - (b) The entitlement under 18.14(a) shall be taken at a time mutually acceptable to the Teacher and the Principal. Should agreement not be reached, the Principal at his/her discretion may fix time when the leave is to be taken, provided the Principal provides the Teacher with not less than 12 months' notice in writing, following the completion of 10 years of continuous employment.
  - (c) Leave shall normally be taken in periods of complete school terms. A Teacher can request to take long services leave for a period of not less than 1 day. The Employer must grant the request to take long service leave as soon as **practicable after** receiving the request unless the Employer has reasonable business grounds for refusing the request.
  - (d) Long service leave does not include public holidays or annual leave but does include other days of leave determined by the College.
- 18.15 Illness on Long Service Leave**
- 18.16** Subject to the requirements of this provision, a Teacher, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer 's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave recredited to the Teacher. The Principal may require the Teacher to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.
- 18.17** The Teacher's application under 18.16:
- (i) must be received by the Employer during the period of illness or injury unless there are exceptional circumstances;
  - (ii) must be accompanied by a medical certificate from a Registered Medical 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 Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement

#### **18.18 Half pay option**

The Employer may grant a period of long service leave of twice the Teacher's entitlement on the basis that the Teacher is paid at half the rate of pay otherwise applicable to the taking of long service leave at the relevant time for the duration of such leave.

### **19. Parental leave**

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

#### **19.2 Definition**

For the purpose of this clause:

**Continuous service** means service with the Employer during the whole of the period including any period of authorised leave. For a casual Employee, continuous service means a period during which the Employee was engaged on a regular and systematic basis by the Employer during the 12-month period immediately preceding the date or expected date of birth of the child or the day of placement or expected day of placement of the child, and the Employee would have had a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

#### **19.3 Increase in entitlements**

- (a) An Employee is entitled to up to 104 weeks unpaid parental leave, where the Employee has or will have responsibility for the care of a child. The 104 week period of leave is an automatic entitlement and to avoid any doubt, 104 weeks is the total amount of unpaid parental leave which can be taken.

#### **19.4 Variation of period of parental leave**

- (a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employee and the Employer.
- (b) Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave of up to 52 weeks, the Employee:
  - (i) may extend the period of parental leave once by giving the Employer 4 weeks written notice before the end of the period stating the period by which the leave is extended; and
  - (ii) may further extend the period of parental leave by agreement with the Employer.

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

**19.6** A period of unpaid parental leave does not break the Employee's continuity of employment but will count as service for the purpose of Long Service Leave only.

## **20. Paid parental leave**

### **20.1 Application**

- (a) This clause does not apply to a casual Employee regardless of employment duration or to an Employee employed for a fixed term of less than three years at the time of commencing parental leave.
- (b) This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and clause 19 - Parental Leave. Further this clause applies to a fixed-term employee who has completed not less than three years of continuous service with the Employer
- (c) The payments in clauses 20.4, 20.5 and 20.6:
  - (i) are not payable during a period of paid leave; and
  - (ii) are payable at the Employee's ordinary rate of pay.

**20.2** Paid parental leave will count as service for the purposes of Long Service Leave, Annual Leave and Personal/Carer's Leave.

**20.3** Non-term time will not accrue while on paid parental leave.

### **20.4 Birth-related leave**

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date or the expected date of birth of the Employee's child, is entitled to a continuous period of 14 weeks of leave with pay to be responsible for the care of the child to be taken immediately after the birth of the child
- (b) If the Employee takes less than a continuous period of 14 weeks of leave with pay to be responsible for the care of a child, then the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay accrues annual leave, personal/carer's leave and Long Service Leave.
- (d) An Employee may, in conjunction with unpaid parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 104 weeks.
- (e) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth of a second or subsequent child.

### **20.5 Adoption-related leave**

- (a) An Employee, who has completed at least 12 months' continuous service with the Employer as at the date or the expected date of placement of a child with the Employee, is entitled to a continuous period of 14 weeks of leave with pay to be responsible for the care of the child to be taken immediately after the birth of the child.

- (b) If the Employee takes less than a continuous period of 14 weeks of leave with pay to be responsible for the care of the child, then the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay accrues annual leave, personal/carer's leave and Long Service Leave.
- (d) An Employee may, in conjunction with unpaid parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 104 weeks.
- (e) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the adoption or birth of a second or subsequent child.

#### **20.6 Paid partner leave**

An Employee who has completed at least 12 months' continuous service with the Employer as at the date of birth or placement of the child and takes concurrent leave of at least ten (10) days, will be paid at the Employee's ordinary rate of pay for those ten (10) days.

#### **21. Union representative training leave**

Leave with pay for one day per school year will be available to the Employee appointed as the representative of the Independent Education Union Victoria and Tasmania Branch to attend a training day with the Independent Education Union Victoria and Tasmania Branch. Leave with pay will be available to only one Employee each year and will not be available to a casual Employee or to an Employee appointed for a fixed term.

#### **22. Leave without pay**

An Employee may apply for leave without pay which may be granted at the discretion of the Employer.

#### **23. Examination leave**

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

#### **24. Qualification conferral leave**

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

#### **25. Family violence leave**

##### **25.1 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.

## **25.2 Leave entitlement**

- (a) An Employee subject to family violence is entitled to ten (10) days per year of paid family violence leave for the purpose of:
  - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner.
  - (ii) relocation or making other safety arrangements; or
  - (iii) other activities reasonably associated with the experience of family violence.
- (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.

## **25.3 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 25.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.
- (c) The Employer will not place the documentary evidence provided under clause 25.3 on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:
  - (i) the dates that family violence leave was taken; and
  - (ii) that documentary evidence was sighted by the Employer.
- (d) Personal information provided by the Employee to the Employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary, such as for operational or safety reasons.

## **Part 4 - Wages and Related Matters**

### **26. Classifications**

- 26.1** A BOPS Employee must be classified according to the structure set out in Schedule A – Classifications – BOPS Employees and paid not less than the minimum salary in Schedule B – Minimum Salaries – BOPS Employees.
- 26.2** A Teaching Employee must be classified according to the structure set out in Schedule D – Classifications – Teachers and paid not less than the minimum salary in Schedule E – Minimum



Salaries – Teachers.

**26.3** The Employer must advise an Employee in writing of their classification and of any changes to their classification.

**26.4** On an annual basis, the Employer will review and discuss with the relevant line manager all current positions to determine if there has been a substantial change to the role.

## **27. Minimum Salaries**

The Employer will pay salaries in accordance with:

**27.1** Schedule B – Minimum Salaries – BOPS Employees and;

**27.2** Schedule E – Minimum Salaries – Teachers.

## **28. Allowances**

The Employer will pay allowances in accordance with:

**28.1** Schedule C – Allowances – BOPS Employees and;

**28.2** Schedule F – Allowances – Teachers.

## **29. Remuneration packaging**

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

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

## **30. Payment of wages**

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

## **31. Superannuation**

### **31.1 Superannuation legislation**

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, the default superannuation will be Prime Super or its successor.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **31.2 Employer contributions**

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

### **31.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 31.1.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 31.3(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 31.3(a) or (b) was made.

## **32. Redundancy**

**32.1** The following redundancy pay scale will apply instead of the provisions provided for by the NES:

Period of Continuous Service	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and over	3 weeks per year of service, capped at 30 weeks

### **32.2 Transfer to lower paid duties**

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to under clause 46 – Termination of Employment (Teachers) or clause 58 – Termination of Employment (BOPS) if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **32.3 Employee leaving during notice period**

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

### **32.4 Job search entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the period of notice for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or the Employee will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 58.3

### **32.5 Available Support Services to all employees**

- (a) Upon an employee being declared redundant; the Employer shall provide to the employee:
  - (i) a course of outplacement counselling with a reputable outplacement consultant;
  - (ii) personal counselling to a maximum of three visits; and/or
  - (iii) financial advice from a professional and independent financial adviser to a maximum of three visits.
- (b) The employee may nominate the counsellor, outplacement consultant or financial adviser.
- (c) The maximum amount payable by the College in respect of 32.5 is \$1,500 (indexed to CPI).

## **33. Tuition fees**

**33.1** The tuition fee payable by the Employee for a dependent child enrolled at the College will be determined by the Council from time to time but will not, without the agreement of the full time Employee, be more than 50 per cent of the published schedule of fees (or 40 per cent if the Employee was employed prior to 1998). A part-time Employee will be entitled to a pro rata remission of tuition fees.

**33.2** The tuition fee remission is conditional upon the Employee authorising the payment of all fees, and associated expenses, including the reduced tuition fee by regular deduction from the Employee's salary. In the event that an Employee does not authorise the payment of all fees from their salary, the Employee will not be entitled to the discount.

**33.3** Tuition fee discounts do not apply to casual or fixed-term Employees.

## **34. Accident pay**

**34.1** 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)* (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

- 34.2** If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then:
- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
    - (i) annual leave; or
    - (ii) paid personal/carer's leave.
- 34.3** In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the WIRC Act, has an entitlement to annual leave during a shutdown period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 34.4** For the purposes of clause 34.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident pay, if applicable.
- 34.5** Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the WIRC Act, and where the Employee is entitled to annual leave at the part-time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the WIRC Act.

## **35. 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 Employees' duties.

## **Part 5 – Teachers**

### **36. Types of employment**

- 36.1** A Teaching employee will be employed in one of the following categories:
- a) full-time employment;
  - b) part-time employment;
  - c) fixed term employment, or;
  - d) casual employment.
- 36.2** The Employer may direct a Teacher to perform such duties as are within the limits of the Teacher's skill, competence and training.
- 36.3** On appointment, the Employer will provide the Employee (other than a casual Employee) with a letter of appointment stating the classification level and rate of pay applicable on commencement, the mode of employment, the face-to-face teaching load and details of any extra curricula activities.
- 36.4** In the case of a part-time employee, the letter of appointment will include the Employee's teaching load expressed as a percentage of a full-time load in the College and the proportionate number of other duties normally expected of a Full Time Teacher.

### **36.5 Full Time Teachers**

- (a) The Employer may engage a Teacher on a full-time basis in accordance with this Agreement.

**36.6 Part Time Teacher**

- (a) The Employer may employ a Teacher on a part time basis in accordance with this Agreement.
- (b) Upon engagement and at any other time where a permanent variation occurs, the Employer will set out in writing the duties and number of hours required (including face-to-face hours) to be undertaken by the part-time Teacher.
- (c) A part-time Teacher shall be expected to undertake a proportional number of duties normally expected of a full-time Teacher, as far as reasonably practicable.
- (d) The Employer will use its best endeavours when assigning a part-time Teacher co-curricular activities so that the attendance required reflects the part-time teacher's fraction, as far as reasonably practicable.
- (e) A part-time Teacher will be paid pro rata, to two decimal places, of the rate that the Teacher would be entitled to receive as a full-time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in 36.6(b). The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a full-time Teacher's face-to-face teaching hours are deemed to be 37 hours per 10-day cycle:

$$\frac{\text{hours of face-to-face teaching}}{\text{hours of Full Time Teacher's face-to-face teaching}} \times \text{annual salary}$$

- (f) For a Teacher employed prior to 1 January 2014, any changes to a Teacher's load will require consent and notice by the Employer and the Teacher.
- (g) For a part-time Teacher employed on or after 1 January 2014, any change to the teaching load or days of attendance will require;
  - (i) a Teacher's agreement; or
  - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer will provide one term's notice in writing, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of one term.

### 36.7 Fixed Term Teacher

- (a) An Employee may be employed for a fixed period of time for a period of at least four weeks but no more than 24 months on either a full-time or part-time basis to:
- (i) undertake a specified project for which funding has been made available; or
  - (ii) undertake a specified task which has a limited period of operation; or
  - (iii) replace an Employee who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School Year.
- Provided that where the replacement arrangement extends beyond 24 months, the fixed term employment may be extended for up to a further 12 months.
  - *Note: For the avoidance of doubt, an employee can be engaged on a subsequent fixed term contract should another genuine fixed term contract exist.*
- (b) Subject to clause 8, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 46.
- (c) A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment);
  - paid parental leave;
  - redundancy; and
  - fee remission

### 36.8 Casual Teacher

- (a) The Employer may employ a Teacher as a Casual Teacher in accordance with this Agreement.
- (b) A Casual Teacher is entitled to the rate of pay specified in Schedule E. This rate of pay includes a loading in lieu of paid leave entitlements.
- (c) The Employer will engage a Casual Teacher for a minimum of half a day, where a day is the usual required attendance time for an employee and a half day is half the usual required attendance time.

- (d) A Casual Teacher is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment;
  - redundancy;
  - remuneration packaging;
  - annual leave;
  - jury service leave;
  - non attendance time;
  - leave loading;
  - paid personal/carer's leave;
  - paid compassionate leave;
  - accident make-up pay;
  - paid parental leave; and
  - fee remission
- (e) A Casual Teacher is entitled to unpaid carer's leave and unpaid parental leave, should the Casual Teacher be an Eligible Casual Employee.
- (f) An Employer may generally not employ a Casual Teacher in such a capacity for more than four consecutive weeks. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

## **37. Ordinary hours of work**

- 37.1** The ordinary hours of work for a Full Time Teacher are 38 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.
- 37.2** Where a Teacher is employed for part only of a School year, averaging will be over the period of employment in that school year.
- 37.3** In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 37.4** Subject to this clause, a Full Time Teacher will not be required to teach for more than 37 hours of face-to-face teaching per fortnight, which will be averaged over the School Year.
- 37.5** An EL Teacher will be provided with 12 hours release per fortnight, resulting in a face-to-face teaching load of 43 hours per fortnight.
- 37.6** Where a Teacher is required, for a time, to teach face to face lessons for more than 37 hours per fortnight, the Employer will seek to compensate by way of reducing other duties for that time.
- 37.7** Within the resources available to the school, the hours of a face-to-face classroom teacher, in

their first 12 months, should be reduced by at least 5% over the school week, averaged across the ten-day timetable.

### **38. Annual Leave**

- 38.1** Annual Leave is in accordance with the NES (Ch 2, Pt 2-21 Div 6), except where ancillary terms are provided in this Agreement.
- 38.2** This clause does not reproduce Division 6 of Part 2-2 of the Act in full.
- 38.3** Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 38.4** A Teacher must take annual leave during the shut-down period following the end of Term 4. The shut-down period may differ for individual Teachers, depending on work commitments and activities. The shut-down period is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.
- 38.5** Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut-down period and defer taking the equivalent period of annual leave to another time.
- 38.6** A Teacher will take all accrued annual leave during the shut-down period.

### **39. Teachers' Duties and Professional Expectations**

- 39.1** The duties assigned by the Principal to the Teacher will relate to the education, recreation, discipline and welfare of the students of the College and to the life and administration of the College.
- 39.2** Teachers' work includes the work undertaken to meet their professional responsibilities. Taking into account the Teacher's skills, qualifications, knowledge and training. The Teacher shall carry out the following duties, which are assigned by the Principal:
- (a) classroom teaching and assessment which includes planning, preparation, feedback and collaboration;
  - (b) participation in the co-curricular program of the College, including sports coaching and assistance on weekdays and Saturdays, in accordance with College policy;
  - (c) participation in parent/teacher programs;
  - (d) participation in the pastoral care program;
  - (e) supervision of students on excursions and camps;
  - (f) supervision of classes in the absence of other Teachers;
  - (g) participation in professional learning; and
  - (h) any other duties reasonably requested of the Teacher and incidental to the duties described in
    - (a) to (g) such as yard or bus duty, meetings, and organisational duties.



- 39.3** In recognition of the different workload of an EL Teacher, it is expected that an EL teacher may provide a Saturday commitment equivalent to a season's sport, but with no training sessions required.
- 39.4** The Teacher shall carry out diligently and competently the duties assigned to the Teacher by the Principal from time to time and shall be guided by the College procedures and policies. These procedures and policies are not incorporated into and do not form part of the Agreement.
- 39.5** The Teacher shall not engage in any employment outside the College which conflicts with the Teacher's employment at the College. Potential conflicts of interest must be discussed with the Principal before engaging in other employment.
- 39.6** A Teacher at the College is expected to:
- (a) abide by and support the College's published policies (albeit that these policies are not incorporated into and do not form part of the Agreement);
  - (b) engage in appropriate professional development to enhance subject knowledge and pedagogical practice and advance personal, departmental and College priorities
  - (c) engage in relevant professional learning; and
  - (d) participate in a staff appraisal process, as required, and strive to meet the agreed professional goals.

#### **40. Non Attendance Time**

- 40.1** Subject to clause 40.2, a Teacher is not normally required or requested to attend at the College during Non-Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 40.2** From time to time, a Teacher may volunteer to attend school camps, excursions and other school events during Non-Attendance Time, and may volunteer for other school trips and excursions that occur during Non-Attendance Time.
- 40.3** Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 40.4** The provisions of this clause will apply:
- (a) in the calculation of payment in regard to pro rata salary where an employee's employment ceases; or
  - (b) in the calculation of payment in regard to pro rata salary if:
    - (i) an employee commenced employment after the school service date;
    - (ii) an employee has taken leave without pay of more than two term weeks since the school service date; or
    - (iii) the hours which an employee has worked at school or preschool have varied since the school service date.

#### **40.5 Calculation of payments**

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

p is the payment due

s is the total salary paid in respect of term weeks, or part thereof, since the school or preschool service date or the date of employment in circumstances where the employee has been employed by the employer since the school service date.

b is the number of term weeks, or part thereof in the school or preschool year

c is the number of non-term weeks, or part thereof, in the school or preschool year

d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date

**40.6** For the purpose of this clause:

(a) **school service date** means the date from which employees are paid at the commencement of the school/preschool year in their first year of service with the employer; and

(b) **Employee** means an employee other than a casual employee.

**40.7** The formula in clause 40.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an employee in respect of the school year in which the formula is applied.

#### **40.8 Termination of employment**

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

#### **40.9 Employees who commence employment after the commencement of the school or preschool year**

An employee who commences employment after the usual date of commencement at a school in any school year, will be paid from the date the employee commences, provided that at the end of the last school term or final semester in that year, the employee must be paid an amount calculated pursuant to clause 40.5 and will receive no salary or other payment other than payment under this clause until the school or preschool service date or the resumption of Term 1 or first semester in the following school year.

#### **40.10 Employees who take approved leave without pay**

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

(a) if the leave without pay commences and concludes in the same school year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and

(b) if the leave without pay is to conclude in a school/preschool year following the school year in which the leave commenced

(i) at the commencement of the leave, a payment will be calculated and made in respect of the school year in which the leave commences;

(ii) at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school year.

**40.11** If the employee returns early from leave any payment under clause 40.10(b)(i) will be taken into account in calculating the amount owed to the employee at the end of the last school term or

final semester in that year.

## **41. Breaks**

**41.1** Wherever possible, an Employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

### **41.2 Recess break**

An EL Teacher will be provided with a 15-minute recess break between 10am and midday at a time of the Employer's choosing.

## **42. Meal Allowance**

The Employer will supply a Teacher with a meal should the Employer require a Teacher to remain at school continuously until after 7 p.m. on any day.

## **43. Year 8 Camp Allowance**

Where a Teaching employee attends the Year 8 Camp, an allowance of \$50.00 per night will be paid.

## **44. Vehicle Allowance**

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

- (a) Motor car \$0.80 per kilometre with a maximum payment as for 400 kilometres per week.
- (b) Motorcycle \$0.27 per kilometre with a maximum payment as for 400 kilometres per week.

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

## **45. Performance and Conduct Management**

**45.1** If the Principal is dissatisfied with the performance of the Teacher in carrying out the Teacher's duties, the Principal will appraise the Teacher's performance.

**45.2** The Principal will advise the Teacher by notice in writing of:

- (a) the reasons for the dissatisfaction;
- (b) the standard of performance required;
- (c) the means by which the appraisal will be conducted;
- (d) the assistance available from the College to assist the Teacher in achieving the required performance; and
- (e) the date on which the appraisal will be completed.

- 45.3 After the notice in 45.2 is given, the Principal and the Head of School will meet with the Teacher for the purpose of considering the matters referred to in the notice at which meeting the Teacher may have a support person present.
- 45.4 **Performance Evaluation**
- 45.5 After the date on which the appraisal of the Teacher is completed pursuant to clause 45 if the Principal is still dissatisfied with the manner in which the Teacher has carried out or is carrying out his or her duties or with his or her capacity to carry out those duties, the Principal may in his or her discretion determine that the performance of the Teacher must undergo a full evaluation.
- 45.6 Before commencing this evaluation, the Principal must advise the Teacher by notice in writing of:
- (a) the reasons why the evaluation is considered necessary;
  - (b) the method by which the evaluation will be conducted;
  - (c) the objectives of the evaluation;
  - (d) the date on which the evaluation will be completed; and
  - (e) the consequences of an unsatisfactory outcome for the Teacher from the evaluation.
- 45.7 After the notice in 45.6 is given but before the evaluation is commenced, the Principal and the Head of School will meet with the Teacher for the purpose of considering the matters referred to in the notice at which meeting the Teacher may have a support person present.
- 45.8 The Teacher or a support person on his or her behalf may make written or oral submissions at any time during the period of the evaluation.
- 45.9 During the period of this evaluation, assistance from the College will continue to be made available to the Teacher to assist him or her in achieving the required performance.
- 45.10 Subject to clause 45, the Employer may terminate the employment of the Teacher if the Principal continues to be dissatisfied with the manner in which the Teacher is carrying out his or her duties or the capacity of the Teacher to carry out his or her duties.
- 45.11 If the Principal's concerns about the Teacher's performance are allayed during the process outlined in this clause, no further action will be taken.
- 45.12 **Conduct Management**
- 45.13 Subject to clause 8, where the Employer is considering termination of employment for reasons related to a Teacher's conduct, the Employer will implement the procedure in 45.14 and 45.15.
- 45.14 The Employer will advise the Teacher of:
- the Employer's concern with the Teacher's conduct;
  - the time, date and place of the meeting to discuss the Teacher's conduct;
  - the Teacher's right to be accompanied by a nominee of the Teacher's choice at any meeting scheduled to discuss the Teacher's conduct;
  - the Employer's right to terminate the Teacher's employment should the Employer's concerns are not resolved.

- 45.15** The formal conduct management meeting(s) will:
- include discussion of the Employer's concern with the Teacher's conduct;
  - give the Teacher an opportunity to respond to the Employer's concerns.
- 45.16** The Employer reserves the right to vary the procedure in 45.14 and 45.15 where it is possible that the Teacher is guilty of serious misconduct.
- 45.17** Concerns with a Teacher's conduct may be resolved by:
- summary dismissal, where the Teacher is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - issuing the Teacher with a warning or a final warning in writing;
  - terminating the employment of the Teacher with the provision of notice in accordance with clause 46; or
  - other action, appropriate to the situation.

## **46. Termination of Employment**

- 46.1** Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to clause 8, or a Teacher wishes to resign during a minimum employment period, the period of notice is specified by clause 8.
- 46.2** Subject to clause 46.3, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service with the Employer, the Employer will give seven weeks' notice in writing , wholly within the one school term or full payment in lieu.
- 46.3** Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return early from parental leave, and the Employer has agreed.
- 46.4** Payment in lieu is calculated by taking the amount of salary in Schedule E that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 46.5** Subject to clause 8, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 46.6** The notice period in this clause and in clause 8 do not apply where the Teacher is found guilty of serious misconduct.

## **Part 6 – Business Operations Employees (BOPS)**

### **47. Types of employment**

#### **47.1 Business Operations Employees (BOPS)**

**47.2** A BOPS Employee will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment

**47.3** At the time of engagement, the Employer will provide the Employee with a letter of appointment stating:

- (a) the classification of the position,
- (b) the commencement date of employment,
- (c) the salary or hourly rate applicable upon commencement,
- (d) whether the position is full-time, part-time or casual and
- (e) for a part-time position, the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the school year the Employee will work and the starting and finishing times each day.

#### **47.4 Full-time employment**

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 48 – Ordinary hours of work.

#### **47.5 Part-time employment**

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the School year the Employee will work and starting and finishing times each day.
- (e) The terms of the agreement in clause 47.5(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.
- (f) Where there is no agreement to vary the terms of agreement in clause 47.5(d), and variation is required as a result of a change in funding, enrolment, curriculum or operations, clause 10 and a process of consultation will be followed. Further, should

the variation result in the termination of employment, the Employer will provide notice of the variation in writing in accordance with clause 58 – Termination of Employment. Where the change will result in a reduction in salary, the salary of the Employee will be maintained for the period of notice.

#### **47.6 Casual employment**

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 33%.
- (c) A casual Employee will be engaged and paid for a minimum of two hours for each engagement. Except that a Preschool Services Employee working in an out of school hours care program may satisfy the two-hour minimum by working one hour before school and one hour after school on the same day.
- (d) A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for casual Employees.
- (e) 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 personal/carer's leave
  - (vii) paid compassionate leave
  - (viii) paid parental leave
  - (ix) infectious diseases leave
  - (x) tuition fees discount
  - (xi) union representative training leave
  - (xii) paid voluntary emergency management activity leave

#### **48. Ordinary hours of work**

- 48.1** Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with clause 47 – Types of Employment.
- 48.2** The ordinary hours of work in clause 48.3 may be averaged over a period of a fortnight or four weeks. The exception to this is a Curriculum/Resources Services Employee (outdoor education) or a Boarding Supervision Services Employee whose hours of work may be averaged over a period of up to 12 months. Where a Boarding Supervision Services Employee's hours of work are averaged over a period of 12 months, the Employee will be paid the applicable annual rate in Schedule B – Minimum salaries for all weeks of the year, excluding periods of unpaid leave

provided for in this Agreement or the NES, and clauses 50 - Leave without pay during non-term weeks, 53 – Rostered days off, 54 – Shiftwork, 55 - Penalty rates and 56 - Overtime will not apply.

- 48.3** The ordinary hours of work will be performed on no more than five days in any seven days on any day from Monday to Friday from 8.00 am to 6.00 pm, except as follows:
- (a) Boarding Supervision Services: Monday to Sunday from 6.00 am to 6.00 pm
  - (b) School Operational Services (security/caretaking, cooking/catering,): Monday to Sunday from 7.00am to 7.00pm
  - (c) Curriculum/Resources Services (outdoor education): Monday to Saturday from 6.00am to 6.00pm
  - (d) Recreational Centre Services: Monday to Friday from 5.00 am to 9.00 pm, Saturday and Sunday from 6.00 am to 6.00 pm.
  - (e) School Operational Services (construction, plumbing, carpentry, painting and other trades, cleaning, school facilities management, bus driving, maintenance, wellbeing services): Monday to Friday between 7.00 am and 7.00 pm.
  - (f) School Operational Services (gardening, turf maintenance): Monday to Friday between 7:00 am and 7:00 pm, Saturday from 6.00 am to midday.
- 48.4** Where there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times of the daily spread of hours may be varied by up to one hour so long as the total hours remain unchanged.
- 48.5** Where an Employee has agreed to be involved in a school activity such as a camp, excursion or trip where the commencement and/or finishing time is outside the ordinary span of hours, no penalty or loading will be payable.
- 48.6** An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (a) Where the Employee's hours are averaged:
    - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 48.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
    - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
  - (b) Where the Employee's hours are not averaged:
    - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 48.3, and do not result in the Employee working more than eight hours on that day; and
    - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
  - (c) Where additional hours are worked on a day the Employee is already attending for



work, the minimum casual engagement of two hours will not apply.

- (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this agreement or the NES.

#### **48.7 Breaks between periods of duty**

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where the Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in clauses 48.7(a) and (b) do not apply to:
  - (i) a Boarding Supervision Services Employee, where the periods of duty are concurrent with a sleepover;
  - (ii) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - (iii) an Employee who is attending a school camp or excursion; or
  - (iv) an Employee working a broken shift.

### **49. Annual leave**

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

#### **49.2 Timing of annual leave**

- (a) An Employee who works term weeks only must take annual leave during non-term weeks. Leave must generally be taken, in the case of an Employee whose employment with the Employer is continuing into the next School year, in the four-week period immediately following the final term week of the current School year, unless otherwise agreed with the Employer.
- (b) For business operational reasons only, the Employer may require an Employee, other than an Employee who works term weeks only, to take their annual leave during non-term weeks.

#### **49.3 Crediting of annual leave**

- (a) The Employer may allow an Employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the employment of the Employee subsequently terminates before the Employee has completed the required amount of service to account for the leave provided in advance, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Employee upon termination of employment.
- (b) An Employee may take annual leave re-credited in accordance with the NES only during non-term weeks as directed by the Employer.

#### **49.4 Annual leave loading**

- (a) During a period of annual leave, an Employee will receive a loading calculated on the salary prescribed in Schedule B – Minimum Salaries of this Agreement. Annual leave loading is payable on leave accrued on the following basis:
  - (i) Employees who would have worked on day work only had they not been on leave - 17.5% of their ordinary rate of pay; or.
  - (ii) Employees who would have worked on shiftwork had they not been on leave - 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.
- (b) Except that the Employer may, at its election, pay:
  - (i) annual leave loading, in respect of school operational services staff when the employee takes their annual leave.
  - (ii) annual leave loading, in respect of all employees covered by this agreement except for school operational services staff with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.

#### **49.5 Cashing out annual leave**

- (a) An Employee may make an application in writing to cash out accrued annual leave not more than once in any 12-month period.
- (b) The granting of the application is at the Employer's discretion, and is subject to:
  - (i) the Employee's remaining accrued entitlement to paid annual leave must not be less than four weeks; and
  - (ii) 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
  - (iii) the Employer's financial capacity to grant the application.
- (c) The Employer may direct the Employee to take annual leave or cash out accrued annual leave in excess of four (4) weeks. In the event of such a direction;
  - (i) the Employer will make the request to the Employee in writing

### **50. Leave without pay during non-term weeks**

#### **50.1 Arrangements**

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

- (a) the Employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment

without prejudice to their normal employment relationship; and

- (d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

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

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

- (b) The adjusted annual salary for an Employee is:

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

52.18

Where:

**A** means the Employee's adjusted annual salary

**C** means the annual salary (as contained in Schedule B – Minimum Salaries) for the Employee's classification

**Working weeks** means the number of weeks that the Employee is required to work

- (c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

**51. Christmas Shut down / Closure leave**

During the period of The College being "closed" over Christmas and New Year, the Employer will provide to Employees up to five (5) days of leave without deduction of leave entitlements. This is subject to;

- (a) The Employer specifying the actual days it will be closed being;

<b>Year</b>	<b>Last day of Work before Christmas</b>	<b>First day of work after Christmas</b>	<b>Number of days provided by Employer</b>
2021	22 December 2021	4 January 2022	5
2022	21 December 2022	3 January 2023	5
2023	21 December 2023	3 January 2024	5
2024	20 December 2024	2 January 2025	5

- (b) No variations being made to these dates at the request of individuals.

The Employer being able to request that employees work on those dates in the event of planned or sudden operational needs. An example of this may include drought conditions where grounds require water, a College emergency where employees are needed to maintain the effective running of the College or other such events.

## **52. Breaks**

### **52.1 Meal break**

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

### **52.2 Rest break**

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding clause 52.2(a):
  - (i) a Classroom Support Services Employee is entitled to one rest break of 20 minutes, which will be counted as time worked; and
  - (ii) a School Operational Services Employee (Grounds, Turf Management) is entitled to forego the 10 minute afternoon rest break each day and finish work 10 minutes earlier.

## **53. Rostered days off**

**53.1** This clause applies to agreement between the Employer and the Employee reached prior to the commencement of this Agreement that the ordinary hours of work provided by clause 48 – Ordinary hours of work will be worked over 19 days in each four week period.

**53.2** Where there is agreement under clause 53.1:

- (a) The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- (b) The Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- (c) Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 53.2(a).
- (d) Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- (e) The Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- (f) An Employee who is scheduled to take a rostered day off before having worked a complete four-week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with clause 53.2(a).
- (g) An Employee whose employment is terminated in the course of a four-week cycle will

be paid a pro rata amount for the time that the Employee has accrued in accordance with clause 53.2(a).

- (h) Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
- (i) An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.

**53.3** The Employer and Employee may agree that a rostered day off will not be taken during each four-week period, provided that all rostered days off are taken within the one school year.

## **54. Shiftwork**

### **54.1 Ordinary hours for shiftwork**

The ordinary hours for shiftwork will:

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

### **54.2 Definitions**

The following shift definitions apply:

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

### **54.3 Broken shifts**

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and the cessation of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.
- (d) The provisions of clause 54.3(c) do not apply to a Boarding Supervision Services Employee who is provided with reasonable accommodation including living quarters, electricity and gas, and available to the Employee for their exclusive use for 52 weeks of the year, at no cost to the Employee.

### **54.4 Rostering**

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed

in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.

- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 55—Penalty rates.
- (c) Subject to Clause 10 - a roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding clause 54.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

## **55. Penalty rates**

### **55.1 Shiftwork**

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

### **55.2 Saturday and Sunday work**

- (a) An Employee other than an Employee covered by clause 55.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
  - (i) 50% of the ordinary time rate for ordinary hours worked on a Saturday; and
  - (ii) 100% of the ordinary time rate for ordinary hours worked on a Sunday.
- (b) Except that a School Operational Services Employee (cooking/catering) or a Boarding Supervision Services Employee who is not working averaged hours in accordance with the provisions of clause 48.3, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

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

## **56. Overtime**

### **56.1 Overtime rates**

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

<b>Time worked</b>	<b>Overtime rate</b>
Monday–Friday	150% of the ordinary hourly rate of pay for the first 2 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 2 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) Except that a Nursing Services Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.

### **56.2 Time off instead of overtime payment**

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid 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 Employer have agreed to time off instead of overtime payment under clause 56.2 and such time has not been taken:
  - (i) within four weeks of accrual; or
  - (ii) during the non-term weeks agreed in writing between the Employee and the Employer;

an Employer must, if requested by an Employee, provide payment for any overtime worked.

### **56.3 Make-up time**

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

## **57. Performance and conduct management**

This clause will not apply within the minimum employment period as described in clause 8, or to a casual Employee.

### **57.1 Performance Management**

Where appropriate, initial discussions with an Employee regarding poor performance or conduct may occur informally. These discussions must be conducted professionally and fairly and it is preferred that they are face-to-face. Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in clauses 57.2 and 57.3. However, the Employer will not be required to commence a performance management procedure where the Employee's performance renders

the procedure inappropriate.

- 57.2** A formal performance management procedure will commence with the Employer advising the Employee either face-to face or in writing of:
- (a) the Employer's concerns with the Employee's performance;
  - (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
  - (c) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
  - (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

- 57.3** Formal performance management meetings will:
- (a) include discussion of the Employer's concerns with the Employee's performance;
  - (b) give the Employee an opportunity to respond to the Employer's concerns;
  - (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
  - (d) include documentation, where appropriate;
  - (e) set periods of review, as appropriate.

- 57.4** If, following the procedure in clauses 57.2 and 57.3 the Employer's decision is to terminate the employment of the Employee, the Employer will give the required period of notice or payment in lieu of notice.

**57.5 Conduct Management**

Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in clauses 57.6 and 57.7.

- 57.6** The Employer will advise the Employee of:
- (a) the Employer's concern with the Employee's conduct;
  - (b) the time, date and place of the meeting to discuss the Employee's conduct;
  - (c) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
  - (d) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

- 57.7** The formal conduct management meeting(s) will:
- (a) include discussion of the Employer's concern with the Employee's conduct;
  - (b) give the Employee an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.

- 57.8** The Employer reserves the right to vary the procedure in clauses 57.6 and 57.7 where it is possible that the Employee is guilty of serious misconduct.



- 57.9** Concerns with an Employee's conduct may be resolved by:
- (a) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - (b) issuing the Employee with a warning or a final warning in writing;
  - (c) terminating the employment of the Employee in accordance with the relevant notice provision; other action, appropriate to the situation.

**58. Termination of employment**

Notice of termination is provided for in the NES. This clause supplements the NES provision.

**58.1 Notice of termination by the Employer**

- (a) In order to terminate the employment of an Employee, the Employer must give notice in writing in accordance with the table below.

<b>Employee's period of continuous service (at the end of the day the notice is given)</b>	<b>Period</b>
Not more than one year	1 week
More than one year but not more than three years	2 weeks
More than three years but not more than five years	3 weeks
More than five years	4 weeks

The notice period is increased by one week if the Employee is over 45 years old and has completed at least two years of continuous service with the Employer at the end of the day the notice is given

- (b) The exceptions to clause 58.1(a) is where the Employer and Employee have agreed in writing to a longer period of notice than that required by clause 58.1(a).
- (c) Payment in lieu of the prescribed notice must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

**58.2 Notice of termination by an Employee**

The notice of termination required to be given by an Employee is the same as that required of the Employer under clause 58.1(a) or 58.1(b) except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

**58.3 Job search entitlement**

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

**58.4 Exclusions**

An Employee who is excluded from coverage of the notice of termination provisions in the

NES is also excluded from coverage of the notice of termination provisions in this Agreement.

**58.5 Statement of service**

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

**59. Annualised salary**

**59.1** The Employer may pay an Employee an annualised salary in satisfaction of any or all of the following provisions of this Agreement:

- (a) clause 27.1 – Minimum Salaries and Schedule B - Minimum Salaries;
- (b) Schedule C – Allowances – BOPS Staff, in respect of on-call and recall allowances;
- (c) clauses 54– Shift work, 55 – Penalty rates and 56 – Overtime; and

**59.2** Where an annualised salary is paid, the Employer must advise the Employee in writing of the annualised salary that is payable and which provisions of this Agreement will be satisfied by payment of the annual salary.

**59.3 Annualised salary not to disadvantage an Employee**

**59.4** The annualised salary must be no less than the amount the Employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

**59.5** The annualised salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annualised salary.

**59.6 Base rate of pay**

**59.7** For the purposes of the NES, the base rate of pay of an Employee receiving an annualised salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule B – Minimum Salaries and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

**60. Higher duties**

**60.1** The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.

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

## Schedule A— Classifications (BOPS Employees)

- (a) Classifications for each position will be reviewed on an annual basis. Further, a Classification Review Process has been developed to ensure employees have consistency and fairness in the classification review activities.
- (b) There is no automatic progression between Levels without a review of the position, the Employee's skills and/or experience changes and/or the attainment of a relevant qualification required by the College.
- (c) There is an automatic progression between steps and within levels based on years' of service. This will be recognised in July of each year of the agreement assuming the Employee has been employed for a minimum of six months prior. An Employee will be employed at the first step and progress through the relevant level. Automatic progression is not available to those Employees under Performance Management nor those employed on a casual basis.

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
<b>Competency</b>	<p>-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.</p> <p>-The competencies are normally used within established routines, methods and procedures that are predictable.</p>	<p>-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.</p> <p>-There is limited complexity of choice of actions required.</p>	<p>-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.</p> <p>-There is some complexity in the extent and choice of actions required.</p> <p>-Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.</p>	<p>-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.</p> <p>-There is complexity in the ranges and choice of actions required.</p> <p>-Some tasks may require limited creative, planning or design functions.</p> <p>-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.</p>	<p>-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.</p> <p>-Competencies are normally used independently and both routinely and non-routinely.</p> <p>-Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.</p>	<p>-Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills.</p> <p>-Competencies are normally applied independently and are substantially non-routine.</p> <p>-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.</p> <p>-Significant discretion and judgment is required.</p> <p>-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.</p> <p>-Perform work assignments guided by policy, precedent, professional standards</p>	<p>-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.</p> <p>-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.</p>	<p>-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.</p>

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
						and managerial or technical expertise. Employees would have the ability 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.	-In professional or technical positions, the Employee may be a recognised authority in a specialised area.	
<b>Judgment, independence and problem solving</b>	-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.	-Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices.  -An Employee at this level will be expected to perform a combination of various routine tasks where the	-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.	-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,	-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 coordinating a team to provide an administrative service.	-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.	-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	-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.

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
		daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.		procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.			to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.	
<b>Level of supervision</b>	-Close supervision, in the case of more experienced employees working alone, routine 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.	-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.	-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. May supervise or co-ordinate others to achieve objectives. May undertake stand-alone work.	-Routine supervision to general direction, depending on tasks involved and experience. Supervise other staff at levels below Level 5.	-May have extensive supervisory and line management responsibility for other employees.  -Supervision is present to review established objectives.	-Broad direction.  -Manage other employees.	-Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees.
<b>Training level or qualifications</b>	-An Employee is not required to have formal qualifications	-Level 2 duties typically require a skill level which assumes	-Level 3 duties typically require a skill level which assumes and	-Level 4 duties typically require a skill level which assumes and requires	-Level 5 duties typically require a skill level which assumes and requires	-Level 6 duties typically require a skill level which assumes and requires	-Level 7 duties typically require a skill level which assumes and	-Level 8 duties typically require a skill level which assumes

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
	<p>work experience upon engagement.</p> <p>-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, policies and procedures in relation to the work environment.</p>	<p>and requires knowledge, training or experience relevant to the duties to be performed:</p> <ul style="list-style-type: none"> <li>- completion of Year 12 without work experience;</li> <li>- completion of Certificates I or II with work related experience; or</li> <li>- an equivalent combination of experience and training.</li> </ul>	<p>requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> <li>- completion of a trades certificate or Certificate III;</li> <li>- completion of Year 12 or a Certificate II, with relevant work experience; or</li> <li>- an equivalent combination of relevant experience and/or education/training.</li> </ul> <p>-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.</p>	<p>knowledge or training equivalent to:</p> <ul style="list-style-type: none"> <li>- a diploma level qualification with relevant work related experience;</li> <li>- a Certificate IV with relevant work experience;</li> <li>- a post-trades certificate and extensive relevant experience and on-the-job training;</li> <li>- a Certificate III with extensive relevant work experience; or</li> <li>- an equivalent combination of relevant experience and/or education/training.</li> </ul>	<p>knowledge or training equivalent to:</p> <ul style="list-style-type: none"> <li>- a degree without subsequent relevant work experience;</li> <li>- an advanced diploma qualification and at least one year's subsequent relevant work experience;</li> <li>- a diploma qualification and at least two years' subsequent relevant work experience;</li> <li>- a Certificate IV and extensive relevant work experience;</li> <li>- a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or</li> <li>- an equivalent combination of relevant experience and/or education/training</li> </ul>	<p>knowledge or training equivalent to:</p> <ul style="list-style-type: none"> <li>- a degree with subsequent relevant experience;</li> <li>- extensive experience and specialist expertise or broad knowledge in a technical field; or</li> <li>- an equivalent combination of relevant experience and/or education/training.</li> </ul>	<p>requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> <li>- a degree with at least four years of subsequent relevant experience;</li> <li>- extensive experience and management expertise; or</li> <li>- an equivalent combination of relevant experience and/or education/training.</li> </ul>	<p>and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> <li>- a postgraduate qualification or progress towards postgraduate qualifications and extensive relevant experience;</li> <li>- extensive experience and management expertise; or</li> <li>- an equivalent combination of relevant experience and/or education/training.</li> </ul>
<b>School Administration Services</b>								
<b>Typical activities</b>								

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
	<ul style="list-style-type: none"> <li>-cash handling under supervision</li> <li>- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry</li> <li>- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.</li> </ul>	<ul style="list-style-type: none"> <li>-Undertaking a basic range of secretarial and clerical duties at a junior level.</li> </ul>	<ul style="list-style-type: none"> <li>-Undertaking a wide range of secretarial and clerical duties at an advanced level.</li> <li>-Performing a reception function</li> <li>-monitoring and maintaining stock levels of stationery within established parameters.</li> <li>-Managing enquiries from students, parents, employees and the general public</li> </ul>	<ul style="list-style-type: none"> <li>-Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence</li> <li>-Using computer software packages, including desktop publishing, database and/or web software, at an advanced level</li> <li>-maintaining the schools financial records including bank/ledger reconciliations, book-keeping, budgets, debtor/creditor transactions.</li> <li>-General maintenance of IT equipment</li> </ul>	<ul style="list-style-type: none"> <li>-Providing designated high level support to senior school leadership, including initiating complex or confidential reports, documents and correspondence</li> <li>-Administering the personal function in the school</li> <li>-providing high level financial assistance to the Business Manager, Finance Manager or Principal in preparation of supporting data, reports and other documentation for financial decision making.</li> <li>-calculating and maintaining wage and salary records</li> <li>-Supervising and maintaining hardware and software components of a computer network</li> <li>-Performing information technology tasks requiring professional qualifications involving</li> </ul>	<ul style="list-style-type: none"> <li>-Operating and being responsible for a structurally and/or operationally defined unit</li> <li>-Contributing to operational and strategic planning in the area of responsibility</li> <li>-Responsibility for planning and monitoring promotional advertising campaigns</li> </ul>	<ul style="list-style-type: none"> <li>-managing a significant functional unit</li> <li>-Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level</li> </ul>	<ul style="list-style-type: none"> <li>-leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources in a large school</li> </ul>



Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
					analysis, design or computation and drawing upon advanced techniques and methods -Preparing government and statutory authority returns for authorization -Responsibility for database management -Responsibility for planning development and management of media and publications			
<b>School Operational Services</b>								
	-Performing basic gardening and maintenance -Performing a range of industrial cleaning tasks -Performing non-cooking duties but including the assembly, preparation and measurement	-Applying fertilizers, fungicides, herbicides and insecticides under general supervision -performing general courier/driving duties -Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen	-Performing routine maintenance of turf, synthetic, artificial and other play surfaces -Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services -In trades positions, applying the skills taught in a trades certificate or Certificate III,	-Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance -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 -Responsibility for all capital project work,	- Operating and being responsible for a structurally and/or operationally defined unit	-Operating and being responsible for a structurally and/or operationally defined unit -Contributing to operational and strategic planning in the area of responsibility	-managing a significant functional unit	-leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources in a large school

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
	<ul style="list-style-type: none"> <li>-cash handling under supervision</li> <li>-Assisting in a school retail facility, such as a canteen, uniform shop or book shop</li> <li>-Performing non- trade</li> </ul>		<ul style="list-style-type: none"> <li>including performance of a range of construction, maintenance and repair tasks.</li> <li>-Performing a range of security duties, including patrols, alarm responses, emergency procedures</li> </ul>	<ul style="list-style-type: none"> <li>under the guidance of the property manager</li> </ul>				
<b>Classroom Support and Preschool Services</b>								
	<ul style="list-style-type: none"> <li>-Providing general assistance of a supportive nature to teachers, as directed</li> <li>-Assisting with the collection, preparation and distribution of classroom materials</li> <li>-Assisting teachers with the care of</li> </ul>	<ul style="list-style-type: none"> <li>-Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved</li> <li>-providing basic physical, social and emotional care for students</li> </ul>	<ul style="list-style-type: none"> <li>-Providing assistance or guidance to other employees in the work area</li> <li>-Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning support needs of students</li> <li>-Responsibility for recording observations of</li> </ul>	<ul style="list-style-type: none"> <li>-Demonstrating and instructing students and employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas</li> <li>-Liaising with teachers on curriculum matters</li> <li>-Exercises similar responsibilities as a grade 3 but an Employee at this level</li> </ul>	<ul style="list-style-type: none"> <li>-In charge of an identifiable functional unit, which ordinarily will involve the supervision of employees</li> <li>-Assisting the careers advisor/counsellor</li> <li>-Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level</li> <li>-Responsibility for the direction and general</li> </ul>	<ul style="list-style-type: none"> <li>-Responsibility for coordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs</li> <li>-Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues</li> </ul>	<ul style="list-style-type: none"> <li>-Responsibility as a director, being responsible for the overall management and administration of the facility</li> <li>-Supervising the implementation of developmentally appropriate programs for children</li> <li>-Ensuring that the facility adheres to all relevant regulations and</li> </ul>	<ul style="list-style-type: none"> <li>-Responsibilities are the same as for a grade 6 classified at Level 7</li> </ul>

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
	<p>other classroom activities</p> <p>-Assisting student learning, under the direct supervision of a higher level employee or a teacher</p>		<p>individual children or groups for program planning purposes for qualified employees</p> <p>-Working with individual children with particular needs, under direction</p>	<p>has a Diploma in Children's Services.</p>	<p>supervision of lower level employees</p> <p>-Developing, implementing and evaluating daily care routines</p> <p>-Liaising with families</p>	<p>-Undertaking additional responsibilities, including coordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions</p>	<p>statutory requirements</p> <p>-Developing and maintaining policies and practices for the facility</p>	
<b>Curriculum/Resources Services</b>								
	<p>Nil</p>	<p>-Maintaining, controlling, operating and demonstrating the use of audio visual equipment, where there is limited complexity, including assisting with audio and video recording</p> <p>-Under direction, assisting teaching staff to take story groups</p> <p>-Implementing measures for proper storage</p>	<p>-Providing technical assistance in the areas of a library, laboratory, or technology, where some discretion and judgment are involved</p> <p>-Producing resource materials, e.g. multi-media kits, video and film clips</p> <p>-Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and</p>	<p>-Demonstrating and instructing students and employees with respect to the use of audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas</p> <p>-Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required</p>	<p>-Assisting the careers advisor/counsellor</p> <p>-Testing of experiments and demonstrating experiments (with teachers)</p> <p>-Assisting students and employees to access information and to use equipment in areas of the library, laboratory or technology where some discretion and judgment are involved</p> <p>-Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal</p>	<p>-leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources including initiating, developing and implementing key policy initiatives.</p> <p>-Design and develop a career education program that includes the implementation of vocational and enterprise learning in the College curriculum</p> <p>-Liaising with teachers on curriculum matters</p>	<p>Nil</p>	<p>Nil</p>

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
		control and handling or disposal of dangerous or toxic substances  -Assisting with the design/demonstration of experiments and scientific equipment, as directed	judgment are involved  -Providing technical support to teachers  -Preparing teaching aids under direction  -assist in the training and/or instruction in respect to technical systems or scientific processes	-Providing guidance in the use of information systems  -Providing general technical advice, using the application of knowledge gained through study/qualifications applicable to this level  -routine ordering and maintenance of equipment and materials	study/qualifications applicable to this level			
<b>Wellbeing/Nursing/Boarding Supervision Services</b>								
	Nil	Providing basic first aid services  -Performing basic duties to assist the person in charge of the boarding house in the daily routines involving the care of students and general functions of the boarding house  -Applying domestic and interpersonal skills	Providing specialist first aid services	-Providing support and guidance to students  -Providing welfare services to students  -providing standard clinical professional services to students within the parameters of school policy and guidelines  -working as a provisionally registered psychologist  -Deputising from time to time for the person in charge of the	-Managing a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding supervision employees	-Performing primary guidance and counselling, within defined accountabilities  -Providing specialist health services and/or therapy services to students  -Providing primary nursing care with its associated administrative responsibilities	-Managing counselling services with more than one psychologist under supervision  -Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated	-managing at a high level the delivery of a professional support services, to guide the work of others.  -Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary nursing care with its

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
				boarding house, while undertaking the basic duties  -Responsibility for the boarding house, with significant responsibility for the welfare of students when required			administrative duties	associated administrative duties and being responsible for the co-ordination, administration and management of the health service and who is in charge of or directs the activities of other employees of the school's health service
<b>Recreation Centre Services</b>								
	-General counter duties including reception, taking bookings, members and membership enquiries, sale of products, activities organising and customer liaison	-After completing 456 hours training at Level 1 or with a swim teacher or coach classification:  -performs work above and beyond the skills of an employee at Level 1 and to the level of their training; and	<b>Level 3.1</b> An employee at this level has relevant industry experience and/or a Fitness Industry Training Package Certificate Level III (or other relevant entry level qualifications applicable to the centre's operations) and:	<b>Level 4.1</b> An employee at this level has relevant industry experience and/or a Fitness Industry Training Package Diploma level or equivalent and is employed to carry out work associated with the classification of Fitness Trainer or Fitness Specialist.	-An employee at this level is engaged in supervising, training and co-ordinating employees, is responsible for the maintenance of service and operational standards and exercises substantial responsibility and independent initiative and judgment with a requisite	Nil	Nil	Nil

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
	<p>-general tidying/cleaning of immediate work area</p> <p>-undertaking structured training/learning in:</p> <p>* clerical assistant duties including switchboard operation, reception, information services, taking bookings;</p> <p>* providing general assistance to employees of a higher grade, not including direct service to customers;</p> <p>* cleaning, tidying food preparation and</p>	<p>-works from instructions or procedures and under direct supervision either individually or in a team environment, and is primarily engaged in one or more of the following duties:</p> <p>-assisting with classes and directing activities in a centre</p> <p>-attending to equipment and displays, e.g. pool attendant</p> <p>-providing customer advice, sales and services</p> <p>-clerical duties, general sales duties</p> <p>- cleaning duties</p> <p>-maintaining general</p>	<p>-carries out work associated with the centre's operations, using relevant industry experience and/or a Fitness Industry Training Package Certificate Level III, and;</p> <p>-is an intermediate swimming/water safety teacher, being a holder of any current qualification with the competencies of a recreation centre services grade 2 employee, who has:</p> <p>-performed 12 hours per year of recognised workshops and 250 hours of swimming/water safety teaching and who holds a second recognised instructing qualification, or</p> <p>-delivered 350 hours of swimming/water safety teaching; or</p>	<p>Such an employee has demonstrated an ability to train or develop programs for special groups.</p> <p>-An employee at this level exercises high levels of initiative and judgment with broad instruction in the performance of their duties. An employee at this level would be able to supervise Grade 1, 2 or 3 employees where requested</p> <p><b>Level 4.2</b></p> <p>An employee at this level has duties which include but are not limited to:</p> <p>-supervision of the front desk, including customer liaison and rostering of front office staff;</p> <p>-supervision, training and co-ordination (including rostering) of employees within their respective work area</p>	<p>knowledge of their specific field.</p> <p>-An employee at this level has:</p> <p>-worked or studied in a relevant field and/or has specialist knowledge, qualifications and experience;</p> <p>-formal trade or technical qualifications relevant, which are required by the employer to perform the job; or</p> <p>-specialist post-trade qualifications which are required by the employer to perform the job and organisation or industry specific knowledge sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.</p> <p>Indicative duties at this level are:</p> <p>-centre administration involving supervision of</p>			

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
		<p>presentation of pool area</p> <p>-coaching beginner swimmers, being a holder of a current Australian Swimming Coaches and Teachers Association (ASCTA) “Junior Squad and Assistant Coach” qualification or equivalent</p> <p>-beginner swimming and water safety teacher, being a holder of any current qualification with the following competencies:</p> <p>-SRC AQU 003B Respond to an aquatic emergency using basic water rescue techniques;</p>	<p>-a coach of beginner swimmers, being a holder of a current ASCTA “Bronze Licence for Coaching” or equivalent; and</p> <p>-is able to fulfill a role at Level 1 and 2 where relevant</p> <p><b>Level 3.2</b> An employee at this level has relevant industry experience and/or a Fitness Industry Training Package Certificate Level IV (or other relevant qualifications applicable to the centre’s operations) and/or is employed to carry out work associated with the centre’s operations; and</p> <p>-is an experienced swimming/water safety teacher, being a holder of any current qualification with the competencies of a recreation centre</p>	<p>to ensure delivery of service;</p> <p>-supervision of floor staff; or</p> <p>-assisting in the overseeing of the day to day activities and operations of the business.</p>	<p>staff and systems and co ordinating events; or</p> <p>-development of in-house training programs for instructors and co-ordinators.</p> <p>Employees will hold, at all times, the relevant accreditations required by both this Agreement’s classification descriptors and Victorian legislation.</p>			

Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
		<p>-SRC AQU 008B Apply the principles of movement in water to aquatic activities;</p> <p>-SRC AQU 010B Instruct water safety and survival skills;</p> <p>-SRC AQU 009B Instruct the strokes of swimming; and</p> <p>-SRC CRO 007B Operate in accordance with accepted instructional practices, styles and legal and ethical responsibilities.</p>	<p>services grade 2 employee, who has:</p> <p>-performed 12 hours per year of recognised workshops and 500 hours of swimming and water safety teaching and who holds a third recognised teaching qualification, or</p> <p>-delivered 700 hours of swimming/ water safety teaching; or</p> <p>-a coach of beginner swimmers, being a holder of a current ASCTA "Bronze Licence for Coaching" or equivalent, who has:</p> <p>-performed 12 hours per year of recognised workshops and 500 hours of coaching beginners and attended a recognised seminar/conference within the past 12 months, or</p>					



Classification	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8
			-delivered 700 hours of coaching beginners.					

## Schedule B — Minimum Salaries (BOPS Employees)

### B.1 Annual salaries

The Employer will pay an adult Employee not less than the annual salary specified for the Employee's classification prescribed by the following table:

Classification Level	Annual Salary	Operative from the first pay period commencing on or after	
		1 July 2021	1 January 2022
		2.0%	2.25%
<b>Level 1</b>			
1.1	\$50,797	\$51,813	\$52,979
1.2	\$51,803	\$52,840	\$54,029
1.3	\$53,357	\$54,425	\$55,650
<b>Level 2</b>			
2.1	\$56,592	\$57,724	\$59,023
2.2	\$57,164	\$58,308	\$59,620
2.3	\$58,307	\$59,474	\$60,813
<b>Level 3</b>			
3.1	\$60,915	\$62,134	\$63,533
3.2	\$63,047	\$64,308	\$65,755
<b>Level 4</b>			
4.1	\$67,866	\$69,224	\$70,782
4.2	\$70,242	\$71,647	\$73,260
<b>Level 5</b>			
5.1	\$75,606	\$77,119	\$78,855
5.2	\$76,362	\$77,890	\$79,643
<b>Level 6</b>			
6.1	\$84,232	\$85,917	\$87,851
6.2	\$85,074	\$86,776	\$88,729
<b>Level 7</b>			
7.1	\$93,839	\$95,716	\$97,870
7.2	\$94,777	\$96,673	\$98,849
<b>Level 8</b>			
8.1	\$108,565	\$110,737	\$113,229
8.2	\$109,650	\$111,843	\$114,360

**B.2 Junior Employees**

A junior Employee appointed at classification Level 1, 2 or 3 is to be paid at the following percentage of the appropriate adult rate for the position performed.

<b>Age</b>	<b>% of adult rate</b>
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

## **Schedule C – Allowances (BOPS Employees)**

### **C.1 Caretakers' accommodation**

- (a) An Employee who is employed as a caretaker and who is required by the Employer to reside in premises provided by the Employer, will be provided with living quarters and facilities at no cost to the Employee.
- (b) The on call and recall allowances in clause C.3 do not apply to a caretaker provided with accommodation.

### **C.2 Meal allowance**

Where an Employer requires an Employee:

- (a) to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:
  - (1) if an Employee could reasonably return home for a meal, or
  - (2) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$40.00 per day to the Employee.
- (b) employed in a boarding role, to be on duty during meal times, the Employee will be entitled to the meal provided to the school's boarding students.

### **C.3 On call and recall allowances**

#### **(a) On call allowance**

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

#### **(b) Recall allowance**

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

#### **(c) Exceptions**

The on call and recall allowances do not apply to:

- (i) an Employee paid a sleepover allowance in accordance with clause C.4; or
- (ii) an Employee provided with reasonable accommodation, including living quarters and facilities to the Employee for their exclusive use at no cost to the Employee.

### **C.4 Sleepover allowance**

(a) Subject to clause C.4(b), where the Employer requires a Boarding Supervision Services Employee or a Nursing Services Employee to sleepover on the Employer's premises or at a school camp site for a period outside that of the Employee's normal rostered hours of duty, the following arrangements will apply:

- (i) the Employee will be entitled to an amount of 0.11% of Level 3.1 per sleepover, which is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies. The allowance is as follows:

**Sleepover allowance from the first pay period commencing on or after 1 July**

Commencement of Agreement	2021	2022
---------------------------	------	------

	\$61.32	\$63.16
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- (ii) where the Employee is required by the Employer to perform work during a sleepover, the Employee will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
  - (iii) any time worked under clause C.4.(a)(ii) will not be taken into account for the purposes of clause 47 – Types of Employment, and clause 8 – Minimum Employment Period.
  - (iv) the payments in this clause will not extend beyond the period of the sleepover; and
  - (v) the Employee will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the Employee.
- (b) An Employee who is provided with reasonable accommodation including living quarters, electricity and gas, and available to the Employee for their exclusive use is not entitled to the sleepover allowance under clause C.4(a).

**C.5 Year 8 Camp Allowance**

Where a BOPS employee attends the Year 8 Camp, an allowance of \$50.00 per night will be paid.

**C.6 Tool allowance**

Where an Employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid \$15.49 per week (except for a carpenter or joiner who must be paid \$29.32 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

**C.7 Uniform/protective clothing allowance**

- (a) Where an Employer requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will:

- (i) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
  - (ii) provide a uniform or protective clothing allowance of \$1.23 per day up to a maximum of \$6.24 per week and a laundry allowance of \$0.32 per day up to a maximum of \$1.50 per week; or
  - (iii) reimburse the Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the Employer does not launder the items.
- (b) Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

**C.8 Vehicle allowance**

- (a) An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:
- (i) Motor car  
\$0.80 per kilometre with a maximum payment as for 400 kilometres per week.
  - (ii) Motorcycle  
\$0.27 per kilometre with a maximum payment as for 400 kilometres per week.
- (b) Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.

## Schedule D – Classification Structure (Teachers)

### D.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

- (a) A Teacher will commence at Level 1 and progress to Level 13 in annual increments 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 employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.
- (c) A Teacher who is conferred with a relevant additional qualification will progress up a level of the classification structure upon the College receiving confirmation of the conferral.

### D.2 Permission to Teach Teachers with the Victorian Institute of Teaching

- (a) A Permission to Teach Teacher will be paid not less than Level 1.
- (b) Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

## Schedule E- Minimum Salaries (Teachers)

### E.1 Annual Salary

The annual salary for a Full Time Teacher will be not less than that prescribed by the following table.

The annual increase will occur on the first pay period commencing on or after the dates below:

Level	Upon commencement of agreement	1/07/2021 ( 2% )	1/01/2022 ( 2.25% )
1	\$80,348	\$81,955	\$83,799
2	\$81,953	\$83,593	\$85,474
3	\$82,814	\$84,471	\$86,372
4	\$84,288	\$85,974	\$87,909
5	\$89,163	\$90,947	\$92,994
6	\$91,703	\$93,538	\$95,643
7	\$94,320	\$96,207	\$98,372
8	\$97,007	\$98,948	\$101,175
9	\$99,772	\$101,768	\$104,058
10	\$103,361	\$105,429	\$107,802
11	\$109,870	\$112,068	\$114,590
12	\$111,431	\$113,660	\$116,218
13	\$114,207	\$116,492	\$119,114

### E.2 Weekly Salary

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



### E.3 Annual Leave Loading

A Teacher who has served throughout the School Year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid during December in one lump sum, or on the termination of employment by either party

### E.4 Casual Rate of Pay

The daily rate of pay for a Casual Teacher will be as follows :

Upon commencement of agreement	1 July 2021	1 January 2022
\$384.00		

Rates from Department of Education and Training - Last updated on 1/10/2020.

However, an employee will be paid the better of either the rates listed above, or what they would be entitled to under the terms of the Award.

There will be:

- a minimum engagement of half a day, as per clause 36.8 (c)
- a maximum daily rate once 6 hours are reached.

## Schedule F – Positions of Responsibility (Teachers)

### F.1 ELIGIBILITY

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

### F.2 NOTIFICATION

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

### F.3 LEVEL OF RESPONSIBILITY

- (a) The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows
  - (i) Band 1: Positions of leadership such as major cross-Campus roles or one of the Heads of Boarding.
  - (ii) Bands 2 and 3 Positions of leadership such as responsibility for the management of major departments, smaller learning area department heads, additional responsibilities such as co-ordination of a school publication, sports co-ordinator or similar responsibilities.
- (b) The assignment of a position to a particular band in this clause will reflect the graduation of responsibilities exercised, whether administrative, pastoral care or educational leadership, with Band 1 being the most significant level of responsibility.
- (c) Positions of leadership will be available in Senior, Middle and Junior Schools.

### F.4 AMOUNT

- (a) A Teacher in receipt of a leadership allowance will be paid in accordance with the following bands:

BANDS		2022	
	From		To
1	13,104.67		18,804.39
2	3,759.83		13,103.62
3	1,538.35		3,758.79

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BANDS		2021	
	From		To
1	12,816.30		18,390.60
2	3,677.10		12,815.28
3	1,504.50		3,676.08

EXECUTED as an agreement this 15th day of December 2021

EMPLOYER REPRESENTATIVE

Signed:



Date:

15/12/21

Name in full (printed):

PETER D. MILLER.

Position title:

PRINCIPAL

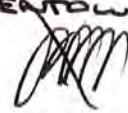
Authority to sign explained:

EMPLOYER REPRESENTATIVE.

Address:

150 NOBLE ST  
NEWTOWN. VIC. 3220

Witnessed by:



Witness name in full:

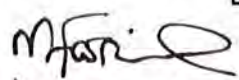
JON COLBERT

Witness address:

150 NOBLE STREET, NEWTOWN VIC 3220

EMPLOYEE REPRESENTATIVE

Signed:



Date:

15/12/21

Name in full (printed):

MARGARET ANN FARRIMOND

Position title:

ACCOUNTS RECEIVABLE

Authority to sign explained:

EMPLOYEE REP OF THE GEELONG COLLEGE

Address:

150 NOBLE ST NEWTOWN

Witnessed by:



Witness name in full:

JON COLBERT

Witness address:

150 NOBLE STREET, NEWTOWN VIC 3220

## IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/9010 - Application for approval of The Geelong College Agreement -2020 – 2024

Applicant: The Geelong College

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Peter Miller, Principal, have the authority given to me by The Geelong College to give the following undertakings with respect to the Geelong College Agreement -2020 – 2024 ("the Agreement"):

1. In accordance with Section 186(6) of the *Fair Work Act* all employees covered by the Agreement may be represented at any stage, for the purposes of the Dispute Resolution process in Clause 12 of the Agreement.
2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. Further to Clause 47 of the Agreement, the ordinary hours of work for a casual employee will be a maximum of 38 hours per week.
4. With respect to Higher Duties, a school operational services employee who performs higher duties for one day or more will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
5. The ordinary daily span of hours for School Operational Services employees (day workers) engaged from Levels 4 to 8 and referred to in Clause 48.3(b) (security/caretaking, cooking/catering) and 48.3(f) (gardening, turf maintenance) will be 6.00am – 6.00pm, Monday to Friday.
6. The ordinary daily span of hours for Recreational Centre Services employees engaged from Levels 4 to 8 and referred to in Clause 48.3(d) will be 6.00am – 6.00pm, Monday to Saturday.
7. In relation to School Activities under Clause 48.5 of the Agreement, employees who work outside the ordinary span of hours will be paid a 25% loading for those additional hours.

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

*P. M. L.*

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Signature

27 January 2022

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Date