



# DECISION

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

**Presbyterian Ladies' College**  
(AG2015/3807)

## **PRESBYTERIAN LADIES' COLLEGE TEACHERS AGREEMENT 2015-2018**

Educational services

COMMISSIONER ROE

MELBOURNE, 14 JULY 2015

*Application for approval of the Presbyterian Ladies' College Teachers Agreement 2015-2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Presbyterian Ladies' College Teachers Agreement 2015-2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Presbyterian Ladies' College. The Agreement is a single enterprise agreement.

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

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[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] The Agreement was approved on 14 July 2015 and, in accordance with s.54, will operate from 21 July 2015. The nominal expiry date of the Agreement is 31 December 2018



COMMISSIONER

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# Presbyterian Ladies' College (Teachers) Agreement 2015 - 2018

## Table of Contents

<b>Part 1— Application and Operation .....</b>	<b>3</b>
1. Title.....	3
2. Commencement and period of operation .....	3
3. Definitions and interpretation.....	3
4. Coverage.....	6
5. Relationship to Awards.....	6
6. No extra claims.....	6
7. The National Employment Standards.....	6
8. Agreement flexibility .....	7
<b>Part 2— Consultation and Dispute Resolution .....</b>	<b>8</b>
9. Consultation .....	8
10. Dispute resolution.....	11
11. Consultative Committee .....	12
<b>Part 3— Types of Employment and Termination of Employment.....</b>	<b>13</b>
12. Types of employment.....	13
13. Minimum employment period .....	16
14. Termination of employment.....	16
15. Performance and conduct management .....	17
16. Redundancy .....	19
17. Breakage and loss.....	20
<b>Part 4— Classifications, Salaries and Related Matters .....</b>	<b>20</b>
18. Classifications .....	20
19. Salaries .....	21
20. Allowances .....	21
21. Accident pay.....	24
22. Payment of wages.....	24
23. Remuneration packaging .....	25
24. Superannuation .....	25
<b>Part 5— Hours of Work and Related Matters .....</b>	<b>26</b>
25. Ordinary hours of work.....	26
26. Graduates and mentors.....	27
27. Breaks .....	28

<b>Part 6— Leave and Public Holidays .....</b>	<b>28</b>
28. Annual leave .....	28
29. Pro rata payment of salary inclusive of annual leave .....	28
30. Annual leave loading .....	30
31. Personal/carer's leave .....	30
32. Compassionate leave .....	31
33. Community service leave.....	32
34. Public holidays.....	32
35. Long service leave .....	33
36. Parental leave .....	35
37. Paid parental leave .....	36
38. Leave without pay .....	38
39. Infectious diseases leave.....	38
40. Examination leave and study assistance .....	38
41. Qualification conferral leave .....	38
<b>Schedule A – Salaries .....</b>	<b>39</b>

## Part 1—Application and Operation

### 1. Title

This Agreement is to be known as the Presbyterian Ladies' College Teachers Agreement 2015 – 2018 (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 Fair Work Australia (FWA), in accordance with s.54 of the Act.

2.2 The nominal expiry date of the Agreement is 31 December 2018.

### 3. Definitions and interpretation

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth) or its successor
<b>Award</b>	means the <i>Educational Services (Teachers) Award 2010</i> or its successor
<b>Director</b>	means the Employee appointed by the Employer to be responsible for the overall management and administration of the service in which an early childhood teacher is employed
<b>College</b>	means Presbyterian Ladies' College ABN 16 005 650 386
<b>Early Childhood Program</b>	means the core curriculum provided to children under school age (three, four and five year old children)
<b>Early Childhood Teacher</b>	means an Employee, including an Employee employed as a director or coordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program
<b>Employee</b>	means a person employed as a Teacher (a School Teacher or an Early Childhood Teacher) covered by this Agreement
<b>Employer</b>	means Presbyterian Ladies' College ABN 16 005 650 386
<b>FWC</b>	means the Fair Work Commission or its successor

<b>Immediate Family</b>	<p>means</p> <ul style="list-style-type: none"> <li>• spouse (including a former spouse), a de facto partner (including a former 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, where</li> <li>• a de facto partner of an Employee 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</li> <li>• child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner</li> </ul>
<b>Instrumental Music Teacher</b>	means a person employed under this agreement to provide instruction to students learning musical instruments, as well as support the College's music program
<b>LSL Act</b>	means the <i>Long Service Leave Act 1992</i> (Vic) or its successor
<b>NES</b>	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth) or its successor
<b>Non-term weeks</b>	means weeks in the school year other than term weeks and include periods designated as school holidays for students. Non-term weeks will not be less than the periods of time designated as School Holidays in Victorian Government Schools
<b>Permission to Teach Teacher</b>	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
<b>Principal</b>	means the Principal of Presbyterian Ladies' College or her nominee
<b>Registered Medical Practitioner</b>	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
<b>School Teacher</b>	means a person who holds Full or Provisional Registration granted by the Victorian Institute of

	Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
<b>School year</b>	means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks
<b>Senior Manager</b>	means a Teacher who is employed in the position of <ul style="list-style-type: none"> <li>• Director, Early Learning</li> <li>• Director, Information &amp; Communication Technology</li> <li>• Director, Senior School Administration</li> <li>• Director, Curriculum &amp; Learning</li> <li>• Head of Junior School</li> <li>• Deputy Head, Junior School</li> <li>• Chaplain</li> <li>• Senior Registrar</li> <li>• Senior School Coordinator</li> <li>• Middle School Coordinator</li> </ul> or equivalent, should the title of the position change during the term of the Agreement
<b>Standard rate</b>	means the annual salary applicable to Level 1 for a Teacher.
<b>Teacher</b>	means a School Teacher, an Early Childhood Teacher, a Permission to Teach Teacher and an Instrumental Music Teacher, unless separately specified
<b>Term weeks</b>	means the weeks in the school year that students are required to attend school as set out in the school calendar of the College, including designated staff days that Teachers are required to attend each term
<b>Victorian Institute of Teaching</b>	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
<b>WIRC Act</b>	means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or its successor

## **4. Coverage**

**4.1** This Agreement covers:

- (a) the Employer;
- (b) School Teachers and Instrumental Music Teachers;
- (c) School Counsellors; and
- (d) Early Childhood Teachers.

**4.2** This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) Instrumental Music Tutors (employed under the Presbyterian Ladies' College General Staff Agreement 2015-2018), LOTE conversation tutors, or any person engaged solely to instruct students on an individual basis;
- (d) sport or other coaches;
- (e) teacher/integration aides or assistants;
- (f) assistants in the early learning centre; and
- (g) a member of a recognised religious teaching order and/or Minister of Religion.

## **5. Relationship to Awards**

This Agreement operates to the complete exclusion of any other industrial instrument, including the Award and protected preserved conditions, which would otherwise apply to Teachers covered by this Agreement.

## **6. No extra claims**

The Employer and Teachers 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 Teachers, and that no further claims will be made during the currency of this Agreement.

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

**7.1** The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements of a Teacher covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

**7.2** This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.



## **8. Agreement flexibility**

**8.1** An Employer and a Teacher 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; and
  - (ii)** allowances;
- (b)** the arrangement meets the genuine needs of the employer and Employee in relation to one or more of the matters mentioned in cln.8.1(a); and
- (c)** the arrangement is genuinely agreed to by the Employer and the Teacher. An Agreement under this clause can only be entered into after the individual Teacher has commenced employment with the Employer.

**8.2** The Employer must ensure that the terms of the individual flexibility arrangement:

- (a)** are about permitted matters under s.172 of the Act; and
- (b)** are not unlawful terms under s.194 of the Act; and
- (c)** result in the Teacher being better off overall than the Teacher would be if no arrangement was made.

**8.3** The Employer must ensure that the individual flexibility arrangement:

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

**8.4** The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**8.5** The Employer or the Teacher may terminate the individual flexibility arrangement:

- (a) by giving no more than 8 weeks' written notice to the other party to the arrangement; or
- (b) if the Employer and the Teacher agree in writing — at any time.

*Note: If any of the requirements of s.144(4) , which are reflected in the requirements of this clause are not met, then the arrangement may be terminated by either the Employer or the Teacher, giving written notice of not more than 28 days (see s.145 of the Act).*

- 8.6** If the Employer and the Teacher meet to discuss an individual flexibility arrangement, then the Teacher may be accompanied by a representative of the Teacher's choice.

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

### **9. Consultation**

- 9.1** This clause applies if:

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

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

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

- (a) the Employer must notify the relevant Teachers of the decision to introduce the major change; and
- (b) cl.9.3 to 9.89 apply.

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

- 9.4** If:

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

the Employer must recognise the representative.

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

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

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

## **Consultation about changes to regular roster or hours of work**

- 9.10** For a change referred to in cl.9.1(b):
- (a) the Employer must notify the relevant Teachers of the proposed change; and
  - (b) cl.9.11 to 9.15 apply.
- 9.11** The relevant Teachers may appoint a representative for the purposes of the procedures in this clause.
- 9.12** If:
- (a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation, and
  - (b) the Teacher or Teachers advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 9.13** The Employer must:
- (a) discuss with the relevant Teachers the introduction of the change; and
  - (b) for the purposes of the discussion, provide to the relevant Teachers:
    - (i) information about the proposed change (for example, information about the nature of the change to the Teacher's regular roster or ordinary hours of work and when that change is proposed to commence); and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Teachers; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Teachers; and
  - (c) invite the relevant Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
- 9.15** The Employer must give genuine consideration to matters raised about the change by the relevant Teachers.
- 9.16** For the purposes of cl.9.11 to 9.15, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester, or a School year basis, and
  - (b) ordinarily changes between one period of operation and the next, and
  - (c) may change during the period of operation,

is not a regular roster.

- 9.17** However, where a change to the Employer's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of a Teacher, or
  - (b) to the spread of hours over which the Teacher's ordinary hours are required to be worked, or
  - (c) to the days over which the Teacher is required to work,
- then cl.9.11 to cl.9.15 will apply.

In this clause:

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

## **10. Dispute resolution**

**10.1** If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

**10.2** A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

**10.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Teacher or Teachers and relevant supervisors and/or management.

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

**10.5** The FWC may deal with the dispute in two stages:

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

*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 Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 10.6** In limiting the operation of cl.10.5, if the dispute is about any matter not related to the NES, both parties will need to consent prior to arbitration. Provided the steps in cl.10.3 and 10.5(a) have been applied, neither party will unreasonably withhold consent.
- 10.7** While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) a Teacher must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) a Teacher must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) the *Occupational Health and Safety Act 2004* (Vic) would not permit the work to be performed; or
    - (iii) there are other reasonable grounds for the Teacher to refuse to comply with the direction.
- 10.8** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause, save for appeal rights.

## **11. Consultative Committee**

- (a) It is acknowledged that the overall purpose of consultation is to provide an environment for communication about matters that affect Teachers and in doing so, establish a consultative mechanism to support communication. It shall not normally discuss individual matters or grievances except in confidence where it is agreed that these matters are representative of broader issues. It could consider, for example, teaching workload issues, professional development and facilities.
- (b) A Teachers Staff Consultative Committee shall be established, comprising:
  - (i) the Principal or the Principal's nominee;
  - (ii) two additional nominees of the Principal;
  - (iii) the Chief of Staff
  - (iv) three (3) elected Teacher Representatives (one from each of Senior School, Junior School and the Early Learning Centre), elected by Teachers employed pursuant to this Agreement.
- (c) The Teachers Staff Consultative Committee may make recommendations to the Principal in respect of the matters of relevance to Teachers.

- (d) The Teachers Staff Consultative Committee acknowledges that the final decision making remains the prerogative of the Board, as exercised through the Principal of the College.
- (e) The appointed and elected members of the Teachers Staff Consultative Committee shall establish in writing the:
  - (i) role and functions of the Teachers Staff Consultative Committee, including consulting on matters referred by the Staff Associations of the Senior and Junior School;
  - (ii) the processes associated with calling a meeting, which may be at the request of the Principal or not less than two elected members of the Teachers Staff Consultative Committee;
  - (iii) the number of meetings to be scheduled during a School year, but at most one meeting per term, unless members agree unanimously to additional meetings;
  - (iv) administrative processes such as the development of agendas, notice of meetings, timing of meetings, preparation and circulation of meeting notes, confidentiality requirements, etc.,
  - (v) mechanisms for feedback to other Teachers.
- (f) The Chief of Staff position in the Senior School will continue to play a key role in consultation and feedback directly with the school leadership. The Teachers Staff Consultative Committee will not replace any elements of that role.

## **Part 3—Types of Employment and Termination of Employment**

### **12. Types of employment**

**12.1** Teachers will be employed in one of the following categories:

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

### **12.2 Terms of engagement**

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification, and rate of salary or wage applicable on commencement.
- (b) In the case of a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the School and that their extracurricular commitment will

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

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

### **12.3 Full-time employment**

A full-time Teacher is engaged to work an average of 38 ordinary hours per week.

### **12.4 Part-time employment**

- (a) A part-time Teacher is engaged to work on a regular basis for an average of less than 38 ordinary hours per week.
- (b) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher.
- (c) A part-time Teacher and the Employer may agree to vary the time fraction or days of attendance by mutual consent. The Employer will first discuss the proposed variation with the Employee with the aim of reaching an agreed time fraction and pattern of attendance that is mutually advantageous to the Teacher and the College.
- (d) Where the time fraction or days of attendance are contracted by a letter of appointment, the Employer will implement the relevant procedure under cl.9 - Consultation.
- (e) Where the time fraction is allocated on a term, semester or annual basis, and a variation is required to the time fraction or days of attendance:
  - (i) due to a change in funding, enrolment, curriculum or timetable during the School year, the Employer will implement the procedure required under cl.9.1(b) of cl. 9 - Consultation. The Employer will provide ten weeks' notice, which include term weeks and non-term weeks, in writing of any change or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of ten consecutive weeks;
  - (ii) due to the educational timetable for the following School year, the Employer may vary the time fraction of a part-time Teacher for the next school year with ten weeks' notice, which include term weeks and non-term weeks, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of ten consecutive weeks.
- (f) If a part-time Teacher's time fraction is reduced without the Teacher's consent under:



- (i) cl.12.4(d), the provisions of cl.0 - Redundancy apply;
- (ii) cl.12.4(e) by more than 25 per cent over of a period of up to two consecutive years, the provisions of cl.0 - Redundancy apply. The redundancy pay will be based on the time fraction that applied prior to the commencement of the first change to the Teacher's time fraction.

## **12.5 Casual employment**

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.
- (b) A casual engagement may be extended by agreement between the Employer and the casual Teacher provided the total period of the engagement does not exceed one school term.
- (c) The rates of pay for a casual Teacher are contained in Schedule A.5.
- (d) A casual Teacher is not entitled to any of the following benefits under this Agreement:
  - (i) notice of termination of employment;
  - (ii) redundancy;
  - (iii) remuneration packaging;
  - (iv) annual leave;
  - (v) leave loading;
  - (vi) public holidays;
  - (vii) paid personal/carer's leave;
  - (viii) paid compassionate leave;
  - (ix) paid parental leave;
  - (x) accident pay;
  - (xi) pro rata payment of salary inclusive of annual leave.

## **12.6 Fixed term employment**

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

- (a) undertake a specified project for which funding has been made available;
- (b) undertake a specified task which has a limited period of operation; or
- (c) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year;

provided that where the specified project, specified task or replacement arrangement extends beyond 12 months, the fixed term employment arrangement may be extended.

### **13. Minimum employment period**

- 13.1** A Teacher's employment is contingent upon the satisfactory completion of a minimum employment period of six months.
- 13.2** If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in this Agreement or in place from time to time.
- 13.3** If the Employer is to terminate the employment of a Teacher within the first six months of the Teacher's employment commencing, the Teacher is entitled to seven term weeks' notice or payment in lieu of notice.
- 13.4** If the Teacher is to resign within the first six months of the Teacher's employment commencing, then the Teacher is required to give the same notice required of the Employer in cl.13.3.

### **14. Termination of employment**

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

#### **14.2 Notice of termination by the Employer**

Subject to cl.16.6, the employment of a Teacher (other than a casual Teacher) will not be terminated without at least seven weeks' notice wholly within the one school term (inclusive of the notice required under the NES), the payment of seven term weeks' salary wholly within the one school term instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal seven.

#### **14.3 Notice of termination by a Teacher**

- (a) The notice of termination required to be given by a Teacher is the same as that required of an Employer.
- (b) If a Teacher fails to give the notice specified in cl.14.2 the Employer may withhold from any monies due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

#### **14.4 Job search entitlement**

Where the Employer has given notice of termination to a Teacher, a Teacher must be allowed up to one day's time off per fortnight of the notice period without loss of pay for the purpose of seeking other employment. The time off

is to be taken at times that are convenient to the Teacher after consultation with the Employer.

#### **14.5 Statement of service**

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

#### **14.6 Termination of casual employment**

Upon request, the Employer will give a casual Teacher a statement setting out the number of days of duty worked by the Teacher during the period of the engagement.

### **15. Performance and conduct management**

#### **15.1 Application**

This clause will not apply within the minimum employment period (clause 12) or to a casual Teacher.

#### **15.2 Performance Management**

- (a) Where the Employer is considering termination of employment for reasons related to the Teacher's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Teacher in writing of:
  - (i) the Employer's concerns with the Teacher's performance;
  - (ii) the time, date and place of the first formal meeting to discuss the Teacher's performance;
  - (iii) the Teacher's right to be accompanied by a nominee of the Teacher's choice at all meetings scheduled to discuss the Teacher's performance;
  - (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.
- (c) Formal performance management meetings will:
  - (i) include discussion of the Employer's concerns with the Teacher's performance;
  - (ii) give the Teacher an opportunity to respond to the Employer's concerns;
  - (iii) include discussion of any counselling or assistance, where appropriate, available to the Teacher;
  - (iv) include documentation, where appropriate;

- (v) set periods of review, as appropriate.
- (d) If the Employer's decision is to terminate the employment of the Teacher, then the Employer will give the required period of notice or payment in lieu of notice.

### **15.3 Conduct Management**

- (a) Where the Employer is considering termination of employment for reasons related to a Teacher's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Teacher in writing of:
  - (i) the Employer's concern with the Teacher's conduct;
  - (ii) the time, date and place of the meeting to discuss the Teacher's conduct;
  - (iii) 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;
  - (iv) the Employer's right to terminate the Teacher's employment should the Employer's concerns not be resolved.
- (c) The formal conduct management meeting(s) will:
  - (i) include discussion of the Employer's concern with the Teacher's conduct;
  - (ii) give the Teacher an opportunity to respond to the Employer's concerns.
- (d) Concerns with a Teacher's conduct may be resolved by:
  - (i) 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;
  - (ii) issuing the Teacher with a warning or a final warning in writing;
  - (iii) terminating the employment of the Teacher in accordance with the relevant notice provision;
  - (iv) other action, appropriate to the situation.

## **16. Redundancy**

**16.1** Redundancy pay is provided for in the NES. This clause provides for ancillary benefits.

**16.2** If the Teacher is under 45 years of age when made redundant, redundancy pay will be in accordance with the following scale:

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	8 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and less than 8 years	16 weeks
8 years and over	2 weeks' pay for each year of service up to a maximum of 30 weeks

**16.3** If the Teacher is 45 years of age or over when made redundant, redundancy pay will be in accordance with the following scale:

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	10 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and less than 8 years	20 weeks
8 years and over	2.5 weeks' pay for each year of service up to a maximum of 37.5 weeks

### **16.4 Transfer to lower paid duties**

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

### **16.5 Teacher leaving during notice period**

A Teacher given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Teacher 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.

## **16.6 Job search entitlement**

- (a) A Teacher 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 Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher may be required to provide reasonable evidence of, at the request of the Employer, attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of cl.14.4.

## **16.7 Part-time Teachers**

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

## **17. Breakage and loss**

A Teacher 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 Teacher's duties.

# **Part 4—Classifications, Salaries and Related Matters**

## **18. Classifications**

### **(a) Duties of Teacher**

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

### **18.2 Recognition of previous service**

- (a) On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A – Salaries according to qualifications and teaching experience.
- (b) A part-time Teacher employed at 50 per cent or more of a full-time teaching load will progress to the next level on the salary scale annually. A part-time Teacher employed at less than 50 per cent of a full-time teaching load will remain at the level on the salary scale for 24 months before progressing to the next level on the salary scale.

### **18.3 Evidence of qualifications**

- (a) The Employer may require that a Teacher provide documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and

advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.

- (b) Where a Teacher has completed further teaching experience with another Employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher provided satisfactory evidence to the Employer within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

#### **18.4 Progression**

A Teacher who is four year trained will commence on Level 1 of the salary scale in Schedule A – Salaries and progress to Senior Grade 2 according to normal years of service.

### **19. Salaries**

A Teacher is entitled to be paid salary in accordance with clause 18 - Classifications and Schedule A – Salaries.

### **20. Allowances**

#### **20.1 Responsibility allowance**

##### **(a) Eligibility**

- (i) A responsibility allowance (as in cl.20.1(c) and 20.1(d)) will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational responsibility duties additional to those usually required of Teachers by the Employer.
- (ii) An allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- (iii) The Principal determines who holds a position of responsibility.

##### **(b) Notification**

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

(c) **Level of responsibility**

- (i) The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

<b>Level</b>	<b>Position</b>
A	<b>Senior Positions of Responsibility</b> such as Section Heads e.g. Middle School Coordinators, Senior School Coordinators
B	<b>Positions of Leadership</b> such as: Senior School – Chief of Staff; Head of Department (large) e.g. English, Maths, Science; Year Level Coordinators
C	<b>Positions of Leadership</b> such as: Senior School – Head of Department (medium) Junior School – Senior Coordinators / Positions of Responsibility e.g. DID; Curriculum; Professional Learning; IT Early Learning Centre – Deputy Head
D	<b>Positions of Leaderships</b> such as: Senior School – Deputy Head of Department; Head of Subject / Small Department; Other Specialised Areas of Responsibility Junior School – Department Coordinators / Heads; Subject Coordinators (large); Year Level Coordinators Early Learning Centre – Other Specialised Areas of Responsibility

- (ii) The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level A being the most significant level of responsibility.
- (iii) The responsibility allowance of a Teacher appointed as a Senior Manager (or equivalent) by the Principal will be greater than the Level A allowance and will be determined by negotiation with the Principal.

(d) **Amount**

- (i) The following allowances apply from 1 February 2015:

<b>Level</b>	<b>Range (per annum)</b>
A	\$13,000 +
B	\$7,500 - \$13,000
C	\$4,201 - \$10,000
D	Up to \$4,200



- (ii) Where the position of responsibility is shared, the payments may also be shared.
- (iii) A Teacher who holds a position of responsibility will be paid not less than the amount indicated in cl.20.1(d)(i) .
- (iv) The allowances will be increased annually on 1 February at the same annual percentage increase applied to salaries, as set out in Schedule A.1 of the Agreement.
- (v) The financial allowance ranges set out in cl.20.1(d)(i) will be adjusted annually by the annual percentage increase applied to salaries, as set out in Schedule A.1 of the Agreement.

**(e) Time Allowance**

The following indicative time allowance applies to each level for positions in the Senior School.

<b>Level</b>	<b>Range (per 10 day cycle)</b>
A	13 or more periods
B	8 – 14 periods
C	4 – 14 periods
D	Up to 4 periods

**(f) Advertising of financial and time allowances**

When a position of responsibility is created or becomes vacant, and the Principal advertises this position internally, then the advertisement will include details of the relevant time and financial Allowances, expressed in terms of the Levels set out in cl.20.1(d) and 20.1(e) above.

**20.2 Vehicle allowance**

- (a) A Teacher required by the Employer to use the Teacher’s motor vehicle in the performance of duties must be paid the following allowances:
  - (i) Motor car
 

\$0.78 per kilometre with a maximum payment up to 400 kilometres per week.
  - (ii) Motorcycle
 

\$0.26 per kilometre with a maximum payment up to 400 kilometres per week.
- (b) The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher’s duties.

**20.3 Camp allowance**

Attending camps is an integral part of a Teacher’s role. A Teacher required to attend an overnight curriculum-based camp or an overnight curriculum-based

excursion during term time, or a Duke of Edinburgh expedition, will be paid an allowance of \$68 per night. This amount remains fixed for the duration of this Agreement.

## **21. Accident pay**

**21.1** Where a Teacher 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 Teacher the difference between such weekly payments and the normal remuneration of the Teacher 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 Teacher remains employed by the Employer.

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

- (a) the Teacher 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.

**21.3** A Teacher, who is in receipt of compensation payments and accident pay, where applicable, during Non-term weeks, is deemed to have been provided with the Teacher's entitlement to accrued Non-term weeks.

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

**21.5** Should legislation be enacted during the term of this Agreement, requiring the Employer to pay accident pay, this clause ceases to operate, except to the extent that the amount paid by the Employer will not be less than the amount payable under cl.21.1, after taking the legislated payment into account.

## **22. Payment of wages**

Salary will be paid by credit transfer to the Teacher's nominated financial institution account on a monthly basis, as nearly as possible in the middle of the month, with one half month in arrears and one half month in advance.

## **23. Remuneration packaging**

- 23.1** Upon receiving a written election for a remuneration packaging arrangement from a Teacher and provided there is no additional cost to the Employer, the Employer is prepared to offer the Teacher the opportunity to receive part of the Teacher's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 23.2** Any arrangement between the Employer and the Teacher in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Teacher's conditions of employment.

## **24. Superannuation**

### **24.1 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 a Teacher does not choose a superannuation fund, the default superannuation fund will be the Victorian Independent Schools Superannuation Fund or a successor fund.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **24.2 Employer contributions**

- (a) The Employer must make such superannuation contributions to a superannuation fund for the benefit of a Teacher as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Teacher. The Employer superannuation contribution for a Teacher appointed to a continuing position of employment will not be less than 10 per cent of ordinary time earnings.
- (b) The Employer will make the following superannuation contribution to the accumulation superannuation fund chosen by an Employee under cl.24.1(a):
- (i) equal to the higher of 10 per cent of ordinary time earnings or the superannuation contribution required by superannuation legislation for Teachers, other than casual Teachers and fixed term Teachers;
  - (ii) equal to the amount required by superannuation legislation for casual Teachers and fixed term Teachers.

### **24.3 Voluntary Employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.24.1.
- (b) The Employer will make the following superannuation contribution to the accumulation superannuation fund chosen by a Teacher under cl.24.1(a):
  - (i) equal to the higher of 10 per cent of ordinary time earnings or the superannuation contribution required by superannuation legislation for Teachers, other than casual Teachers and fixed term Teachers; or
  - (ii) equal to the amount required by superannuation legislation for casual Teachers and fixed term Teachers.

### **24.4 Superannuation fund**

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl.24.2 to another superannuation fund that is chosen by the Teacher, the Employer must make the superannuation contributions provided for in cl.24.2 and pay the amount authorised under cl.24.1(a) and 24.1(b) to the Victorian Independent Schools Superannuation Fund or its successor, provided that the Employer is not required to become a participating employer.

## **Part 5—Hours of Work and Related Matters**

### **25. Ordinary hours of work**

- 25.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 25.2** The ordinary hours of a Teacher are 38 hours per week averaged over a 12 month period. The averaging period will be the School Year Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 25.3** In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties
- 25.4** The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.

- 25.5** An exception to cl.25.4 is where a Teacher appointed to the position of Senior Manager (or equivalent) and in receipt of a Senior Manager's allowance negotiates different attendance arrangements.
- 25.6** The following circumstances are not included as attendance days:
- (a) co-curricular activities that are conducted on a weekend;
  - (b) College-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
  - (c) when the Teacher appointed to a responsibility position is performing duties in non-term weeks that are directly associated with the responsibility position;
  - (d) when the Teacher has boarding house responsibilities and the Teacher is performing those duties during term weeks and non-term weeks; and
  - (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an Teacher may be recalled to perform duties relating to their position.
- 25.7** The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- 25.8** A Teacher is not required to attend the College during non-term weeks, but is required to perform such professional duties as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 25.9** Non-term weeks will not be less than the periods of time designated as School Holidays in Victorian Government Schools. The typical School Year has from 186 to 192 teaching days (including staff days, excluding public holidays during term time). If, in the future, government regulation of schools and/or government funding becomes linked to the number of student attendance days, then the number of teaching days in the School Year will increase in accordance with the government regulations and/or funding requirements.
- 25.10** In usual circumstances, the Employer will provide written notice of the term weeks and days in non-term weeks in which the Teachers are required to attend, for the following School Year by 30 June of each School Year.
- 25.11** The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School Year or a proportion of the School Year. The Teacher's absence from school during Non-term weeks is deemed to include their entitlement to annual leave

## **26. Graduates and mentors**

A graduate Teacher and their mentor will be afforded sufficient support during the School Year, with a reduction of duties or hours of face-to-face teaching time, where the Principal believes such a reduction to be relevant.

## **27. Breaks**

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

## **Part 6—Leave and Public Holidays**

### **28. Annual leave**

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

#### **28.2 Timing of annual leave**

A Teacher must take annual leave during Non-term weeks. Annual leave is deemed to be taken during Non-term weeks.

#### **28.3 Crediting of annual leave**

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

### **29. Pro rata payment of salary inclusive of annual leave**

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

**29.2** The provisions of this clause will apply:

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

#### **29.3 Termination of employment**

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

#### **29.4 Teachers who commence employment after the commencement of the school year**

A Teacher who commences employment after the usual date of commencement in any school year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated

pursuant to this clause at the end of the school year and will not receive any salary or other payment until the commencement of the next school year.

### 29.5 Teachers who take approved leave without pay

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

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

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

### 29.6 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 worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of Term weeks, or part thereof in the School Year
- c is the number of non-term weeks, or part thereof, in the School Year
- d is the salary paid in respect of Non-term weeks, or part thereof, that have occurred since the school service date or date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

### 29.7 For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the School Year in their first year of service with the Employer; and
- (b) **Teacher** means a Teacher other than a casual Teacher.

(c) Any period of paid birth or adoption related leave is not included in the calculation of 's' or 'd' in this formula.

**29.8** The formula in cl.29.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School Year in which the formula is applied.

## **30. Annual leave loading**

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

**30.2** A Teacher who has served throughout the School Year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

(a) as a lump sum with the December salary payment; or

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

**30.3** Leave loading is to be calculated using the following formula:

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

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

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

**31.2** A Teacher other than a casual Teacher is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.

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

**31.4** Where a full-time Teacher requires personal/carer's leave in excess of the Teacher's accrued entitlement, the Teacher 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, and

(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.

**31.5** Paid sick leave is taken due to a personal illness or injury.



**31.6** Paid carer's leave is taken to provide care or support to a member of the Teacher's Immediate Family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

**31.7** Where the Teacher has exhausted the paid personal/carer's leave entitlement, the Teacher 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 Teacher.

**31.8** A casual Teacher 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 Teacher.

### **31.9 Notice and evidentiary requirements**

(a) A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Teacher's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

(b) A Teacher is entitled to personal/carer's leave provided that:

(i) the Teacher 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 Teacher 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 Teacher is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;

(iii) the Teacher produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

## **32. Compassionate leave**

**32.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

**32.2** A Teacher may take up to three (3) days' paid leave per occasion when a member of the Teacher's Immediate Family or household dies or up to two (2) days' paid leave per occasion when a member of the Teacher's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

**32.3** 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 Teacher.

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

### **33. Community service leave**

**33.1** Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

#### **33.2 Jury service leave**

(a) A Teacher is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

(b) A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service.

(c) A Teacher must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

(d) The Teacher must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

(e) Subject to cl.33.2(b) to 33.2(d) of this clause, the Employer will continue to pay the Employee granted leave pursuant to cl.33.2(a) the Employee's full salary, unless the Employee is a casual or fixed term Employee (as the Employee may not still be employed at the time the jury service finishes). The Employer may require the Employee to reimburse the Employer an amount equal to the amount paid in respect of the Employee's attendance for such jury service.

### **34. Public holidays**

**34.1** Public holidays are provided for in the NES.

#### **34.2 Substitution of public holidays**

The Employer and an individual Teacher may agree on the substitution of a day or a part-day for a day or part-day that would otherwise be a public holiday.

### 35. Long service leave

35.1 Long service leave is provided for in the NES. This clause supplements the NES provisions.

35.2 A Teacher is entitled to long service leave of:

(a) thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment ('initial entitlement') for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980,

(b) thirteen (13) weeks upon the completion of ten (10) years of continuous employment ('initial entitlement') for any period of employment commencing after 1 January 1980. A Teacher is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment ('subsequent entitlement/s') with the Employer.

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

35.4 Subject to cl.35.3 hereof, a Teacher may take pro rata long service leave after the completion of seven (7) years of continuous employment. For a full-time Teacher, this will equate to a pro rata entitlement to 9.1 weeks' long service leave.

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

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

<b>Service prior to 1 February 1997</b>		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
(a)	where all service for the period of employment ending 31 January 1997 was part-time •	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
(b)	where full-time employment falls last •	<ul style="list-style-type: none"> <li>• leave taken from the full-time credit will be paid at the current full-time salary, and</li> <li>• leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment</li> </ul>
(c)	where part-time employment falls last •	• leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and

		part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment
(d)	where the Employee can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment •
<b>Service from 1 February 1997</b>		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
Time fraction has varied during service •		payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

### 35.7 Illness during long service leave

Subject to the production of a supporting medical certificate from a Registered Medical Practitioner, a Teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as personal/carer's leave but only to the extent that the Teacher is entitled to personal/carer's leave.

**35.8** Subject to cl.35.7, the Teacher's long service leave will be extended by the period of illness.

**35.9** An exception to cl.35.8 is that the Employer and a Teacher may agree that the Teacher will return from long service leave as planned with the period of illness increasing the Teacher's accrued long service leave entitlement.

### 35.10 Timing and taking of long service leave

(a) The initial entitlement to long service leave falls due for taking upon the completion of ten (10) years of continuous employment and the subsequent entitlement to long service leave falls due for taking upon the completion of each subsequent five years of continuous employment. A Teacher is entitled to take the initial entitlement and each subsequent entitlement in full, ordinarily within 24 months of each entitlement falling due.

(b) Where a Teacher applies to take less than the initial entitlement in full, the period of long service leave to be taken will usually be for not less than one full term. A Teacher who takes less than the initial entitlement in full will ordinarily take not less than one full term of long service leave within 24 months of the completion of each period of 10 years of continuous employment. A Teacher may request a period of Long Service Leave shorter than a term, which will be considered by the Principal on a case-by-case basis, taking into account the College's needs and the Teacher's request.

(c) The timing of taking of long service leave will be negotiated between the Principal and the Teacher for mutual advantage.

- (d) Notwithstanding cl.35.10(b), ordinarily, provided that one full term of long service leave has already been taken or is planned to be taken in accordance with cl.35.10(b), an application for long service leave of less than one full term may be granted at the discretion of the Principal.

**35.11** Where a Teacher has not accrued sufficient leave to cover a full term the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.

**35.12 Long service leave at half pay**

- (a) A Teacher may request an amount of long service leave –
  - (i) twice as long as the amount to which the Teacher would otherwise be entitled; and
  - (ii) at a rate of pay equal to half the Teacher’s ordinary pay;provided that the Teacher takes not less than one full term of long service leave over two consecutive terms.
- (b) The Employer must grant a request under cl.35.12(a) if it is reasonable to do so having regard to the needs of the Teacher and the needs of the Employer’s business.
- (c) Notwithstanding cl.35.12(a) and 35.12(b), an application for long service leave of less than two consecutive full terms at half pay may be granted at the discretion of the Principal where there are special circumstances.

**36. Parental leave**

**36.1** Parental leave is provided for in the NES at Division 5, sections 67 to 85 of the Act. This clause supplements the NES provisions.

**36.2 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 Teacher, continuous service means a period during which the Teacher 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 Teacher would have had a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

**36.3 Increase in entitlements**

- (a) A Teacher is entitled to up to 24 months’ unpaid parental leave in accordance with sections 70 and 76 of the Act, where the Teacher has or will have responsibility for the care of a child. The 24 month period of leave is an automatic entitlement and represents the period of leave

available to an Employee couple under sections 70 and 76 of the Act. To avoid any doubt, 24 months is the total amount of unpaid parental leave which can be taken unless the Teacher and the Employer agree to extend the period of leave beyond 24 months.

- (b) A Teacher, who is entitled to unpaid concurrent parental leave under section 72 of the Act has an entitlement to eight weeks' unpaid leave which counts as service for the purposes of accruing annual leave, personal/carer's leave and long service leave.

#### **36.4 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 Employer and the Teacher.
- (b) Subject to the relevant provisions of the NES, where a Teacher has commenced a period of parental leave of up to 52 weeks, the Teacher:
  - (i) may extend the period of parental leave once by giving the Employer four (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.

**36.5** Where a Teacher 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 Teacher to notify of his/her intention to extend the period of parental leave at least ten (10) weeks prior to the expiration of the initial period leave.

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

**36.7** A Teacher may in conjunction with parental leave pursuant to this clause access any annual leave or long service leave entitlements, which the Teacher has accrued subject to the total amount not exceeding 24 months. Such paid leave cannot be taken concurrently with leave pursuant to clause 36 – Paid parental leave.

#### **36.8 Request to return part-time after Parental Leave**

The NES sets out a Teacher's right to request part-time employment on return from birth-related or adoption-related parental leave. This is set out in Division 4, Section 65 of the NES. A request for part-time employment will be considered by the Employer in accordance with this.

### **37. Paid parental leave**

#### **37.1 Application**

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

- (b) This clause applies to a full-time or part-time Teacher who is entitled to unpaid parental leave in accordance with the NES and clause 36 - Parental Leave.
- (c) The payments in cl.37.2 and 37.3:
  - (i) are not payable during a period of paid leave;
  - (ii) accrue personal/carer's leave and long service leave; and
  - (iii) are payable to only one Employee, where the Employer employs both parents of the child.

### **37.2 Paid birth-related leave**

- (a) A Teacher, who has completed at least 12 months' continuous service with the Employer as at the date or the expected date of birth of the Teacher's child, is entitled to be paid for the first 14 weeks of birth-related leave after the birth of the child that would otherwise have been unpaid leave at the Teacher's ordinary rate of pay provided the Teacher is responsible for the care of the child and takes not less than 14 weeks of birth-related leave. If a Teacher takes the full entitlement of 14 weeks' paid parental leave, then the Teacher will accrue a period of 1.07 weeks of annual leave to be taken during non-term weeks.
- (b) If the Teacher's birth-related leave includes a period with less than 14 weeks during term weeks, the Teacher's entitlement to paid parental leave will be equal to the number of weeks of leave taken during term weeks.
- (c) A Teacher must have completed a minimum of 12 months' continuous service after returning from parental leave before being eligible for a payment pursuant to this clause for the birth or adoption of a second or subsequent child.

### **37.3 Paid adoption-related leave**

- (a) A Teacher, 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 Teacher, is entitled to be paid for the first 14 weeks of adoption-related leave after the placement of the child with the Teacher at the Teacher's ordinary rate of pay provided the Teacher is responsible for the care of the child and takes not less than 14 weeks of adoption-related leave. If a Teacher takes the full entitlement of 14 weeks' paid parental leave, then the Teacher will accrue a period of 1.07 weeks of annual leave to be taken during non-term weeks.
- (b) If the Teacher's adoption-related leave includes a period with less than 14 weeks during term weeks, the Teacher's entitlement to paid parental leave will be equal to the number of weeks of leave taken during term weeks.
- (c) A Teacher 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.

#### **37.4 Paid partner leave**

The Employer may grant a payment equal to one week's pay at the ordinary rate of pay to a Teacher who takes concurrent unpaid leave of at least one week from the NES concurrent leave entitlement of eight weeks, which may be taken during the first 12 months following the birth or adoption of a child.

#### **38. Leave without pay**

A Teacher may apply for leave without pay, which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay.

#### **39. Infectious diseases leave**

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

- Rubella
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.

#### **40. Examination leave and study assistance**

**40.1** A Teacher will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

**40.2** The Employer may provide some form of study assistance to a Teacher undertaking a Principal-approved course of study.

#### **41. Qualification conferral leave**

A Teacher 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.



## Schedule A – Salaries

**A.1** The salary for a full-time Teacher will be determined in accordance with clause 18 – Classifications and this Schedule, and will be not less than the salary prescribed by the following table. The salaries from 2015 are effective from 1 February 2015.

<b>Teacher</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Increase</b>	3.5%	3.5%	3.3%	3.3%
<b>1</b>	70,368	72,830	75,234	77,717
<b>2</b>	72,374	74,908	77,379	79,933
<b>3</b>	76,559	79,239	81,853	84,555
<b>4</b>	78,742	81,498	84,187	86,965
<b>5</b>	80,982	83,816	86,582	89,439
<b>6</b>	83,294	86,209	89,054	91,993
<b>7</b>	86,159	89,174	92,117	95,157
<b>8</b>	88,750	91,856	94,888	98,019
<b>9</b>	91,504	94,707	97,832	101,061
 <b>Senior</b>				
<b>Grade 1</b>	94,339	97,641	100,863	104,192
<b>Grade 2</b>	102,198	105,775	109,265	112,871

**A.2** The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

**A.3 Annual leave loading**

The annual salary in Sch.A.1 does not include annual leave loading.

**A.4 Part-time teacher**

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of cl.12.4.

**A.5 Casual Teacher**

**A.5.1** The salary payable to a casual Teacher will be not less than the salary prescribed by the following table.

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Increase</b>	3.5%	3.5%	3.3%	3.3%
<b>Full day</b>	311.49	322.40	333.03	344.03
<b>Half day</b>	155.75	161.20	166.52	172.01
<b>Hour</b>	51.92	53.73	55.51	57.34

**A.5.2** A casual Teacher will be paid for a day or a half day.

**A.5.3** A casual Teacher will be paid for a minimum of half a day; where a day is the usual required attendance time for a Teacher at the College and a half day is half the usual required attendance time.

**A.5.4** An exception to Sch.A.5.2 and A.5.3 is where a part-time Teacher already at work agrees to work additional hours on that day as a casual Teacher, the Teacher will be paid at the hourly rate. The hourly rate is in lieu of paid leave entitlements.

EXECUTED as an agreement this 13th day of July 2015

**EMPLOYER REPRESENTATIVE**

Signed: 

Date: 13 July 2015

Name in full (printed): Christopher Hamish Blair

Position title: Business Manager

Authority to sign explained: Public Officer of the College


Address: 141 Burwood Highway, Burwood, Victoria 3125

Witnessed by: 

Witness name in full: TIMOTHY JOYCE

Witness address: 141 Burwood Highway, Burwood, Victoria 3125

**EMPLOYEE REPRESENTATIVE**

Signed: 

Date: 13 July 2015

Name in full (printed): Misja Carbo

Position title: Science Teacher

Authority to sign explained: Nominated Staff Representative

Address: 141 Burwood Highway, Burwood, Victoria 3125

Witnessed by: 

Witness name in full: TIMOTHY JOYCE

Witness address: 141 Burwood Highway, Burwood, Victoria 3125

## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

- (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 1 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 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.