

**AITKEN COLLEGE
COLLECTIVE AGREEMENT
2009**

Date: 29 April, 2009

Aitken College Collective Agreement 2009

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Aitken College Collective Agreement 2009-2011 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act 1996* (Cth.).

2 ARRANGEMENT

This Agreement is arranged as follows.

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Schedule Title

Schedule Number

Teachers

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Classification Structure (School Support Staff)	3A
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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Workplace Authority.

3.2 The nominal expiry date of the Agreement is 31 December, 2011.

4 PARTIES BOUND

4.1 This Agreement binds:

- i. the Employer;
- ii. Teachers, including Permission to Teach Teachers;
- iii. School Assistants; and
- iv. School Support Staff

4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3, 4 and 5 of this Agreement apply to Employees as specified.

5 RELATIONSHIP TO AWARDS

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

6 DEFINITIONS

Act	means the <i>Workplace Relations Act 1996</i> (Cth.)
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 (The Australian Fair Pay and Conditions Standard of the <i>Workplace Relations Act 1996</i> (Cth.))
Award	means the following: <ul style="list-style-type: none">• <i>Victorian Independent Schools - Teachers - Award 1998</i>;• <i>Victorian Independent Schools - School Assistants - Award 1998</i>;• <i>Victorian Independent Schools – Clerical/Administrative Employees – Award 2004</i>;• <i>Sportsground Maintenance and Venue Presentation Award 2001</i>; and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Basic Periodic Rate of Pay	means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Casual Employee	means an Employee employed pursuant to clause 8 of this Agreement

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Commission	means Australian Industrial Relations Commission
Employee	means a person covered by this Agreement
Employer	means Aitken College ABN 495 909 660 61
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 Employee	means an Employee employed pursuant to clause 8 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 8 of this Agreement.
Immediate Family	means <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to clause 8 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 <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ol style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>)
Principal	means Principal of Aitken College or his or her nominee
Registered Health	means a person registered under the <i>Health Professions Registration Act 2005</i> (Vic.)

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Practitioner	
School	means Aitken College ABN 495 909 660 61 trading as Aitken College
School Assistant	means a person who is ancillary to the process of teaching and includes laboratory technician, library technician, teacher aide, studio assistant, integration aide, first aid attendant and counsellor.
School Support Staff	Means a person who is employed in the following occupational groups: <ul style="list-style-type: none"> • clerical and administration staff; • grounds and maintenance staff; It excludes the Deputy Principal, Finance Manager, LAN Manager, CPA Manager, Property Manager, Accountant (who is eligible for the Association of Taxation and Management Accountants, the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants), PA to Principal and any person who has delegated authority to act for the Employer in the recruitment and termination of employees at the College.
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach 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.
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic.)

7 DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising out of this Agreement that may be in dispute ('the matter') between the Employer and the Employee ('the parties') as parties to this agreement, except matters relating to the actual or threatened termination of employment of the Employee, the parties will undertake the following steps:

Step 1

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

Step 2

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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.

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.

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 Commission. In normal circumstances, the matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2, and where agreed, Step 3.

8 MODES OF EMPLOYMENT

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

8.1 Full Time Employee

8.1.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.

8.2 Part Time Employee

8.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

8.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.

8.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 8.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 18 hours secondary and 23 hours primary.

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

8.2.4 A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

8.3 Fixed Term Employee

8.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:

- to replace one or more Employees who are on leave;

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- to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation;
 - to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year;
 - to replace a teacher who provides notice of resignation after 1 December and before the commencement of the next school year. The period of the appointment must not exceed the end of the following School Year.
- 8.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 8.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the benefits which are applicable under this Agreement; and
 - the rights of any Employee being replaced.
- 8.3.4 Subject to clause 9, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 43, 48 or 54.
- 8.3.5 A Fixed Term Employee 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)
 - redundancy.
- 8.4 Casual Employee
- 8.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 8.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B, 2B and 3B. This rate of pay includes a loading in lieu of paid leave entitlements.
- 8.4.3 The Employer will engage a Casual Teacher for a full day or a half day.
- 8.4.4 A Casual Employee 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
 - school holidays

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- non attendance time
 - leave loading
 - public holidays
 - paid personal leave
 - paid compassionate leave
 - accident make-up pay
- 8.4.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- 8.4.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.
- 8.4.7 An Employer must not employ a Casual School Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

9 QUALIFYING PERIOD

- 9.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 9.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 43, 48 and 54 and does not need to comply with any due process or performance management policies or procedures in place from time to time.
- 9.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	7 weeks
School Assistant	4 weeks
School Staff	Support 1 week wholly within the one school term

- 9.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 9.3 above.

10 REMUNERATION PACKAGING

- 10.1 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.

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

11 SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the Employer's complying default fund.

12 PAYMENT ARRANGEMENTS

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

13 PERSONAL LEAVE

- 13.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the Act) except where more favourable terms are provided in this Agreement.

13.2 This clause does not reproduce Division 5 of Part 7 of the Act in full.

13.3 Entitlement

13.3.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.

13.3.2 For Full Time Employees, the sick leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid sick leave on a pro rata basis based on specified hours in clause 40, 45 or 50.

13.3.3 Paid sick leave is taken by the Employee because of a personal illness or injury.

13.3.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 40, 45 or 50. Carer's leave, if not used in any year, does not accrue as a separate entitlement.

13.3.5 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per

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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.

13.3.6 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.

13.3.7 The amount of personal leave, a Full Time Employee may take as sick leave, depends upon how long the Employee has worked for the Employer and accrues as follows:

- in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
- in the second and subsequent year of service, 15 days at the commencement of that year.

13.3.8 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.

13.3.9 An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

13.3.10 An Employee is entitled to carer's leave provided that:

- The Employee produces, if required by the School, a medical certificate from a registered health practitioner or statutory declaration to the Employer stating the illness of person concerned and that the illness is such as to require care by another. In normal circumstances an Employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

14 COMPASSIONATE LEAVE

14.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.

14.2 This clause does not reproduce Subdivision E of Division 5 of Part 7 of the Act in full.

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14.3 Entitlement

- 14.3.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 14.3.2 This 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.
- 14.3.3 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.
- 14.3.4 The Employee may apply for additional leave on compassionate grounds. The granting of such leave will be at the discretion of the Principal. For the avoidance of any doubt, any additional leave where granted, will be leave without pay.

15 INFECTIOUS DISEASES LEAVE

- 15.1 An Employee 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 Employee has contracted the disease through a contact at the School and the disease is evident in the School:
- German measles
 - Chickenpox
 - Measles
 - Mumps
 - Scarlet fever
 - Whooping cough
 - Rheumatic fever, or
 - Hepatitis.
- 15.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

16 PUBLIC HOLIDAYS

- 16.1 An Employee is entitled to public holidays as specified in the *Public Holidays Act 1993 (Vic)* and as gazetted by the Victorian Government from time to time. These include the following:
- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
 - Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
- 16.2 Public holidays that occur during a period of leave for Employees in accordance with 41, 47 or 53 do not create an additional entitlement.

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- 16.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 16.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 16.5 An agreement made in accordance with 16.3 or 16.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

17 PARENTAL LEAVE

17.1 Relationship with Act

17.1.1 Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the Act), except where this more favourable terms are provided in this Agreement.

17.1.2 This clause does not reproduce Division 6 of Part 7 of the Act in full.

17.2 Application

17.2.1 Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee.

17.2.2 The Employer must not fail to re-engage a Casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

17.2.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.

17.3 Definitions

17.3.1 For the purposes of this clause, **child** means a child of the Employee under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a **child** is an **eligible child** and means a person under the age of five years or under school age, whichever applies first, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

17.3.2 For the purposes of this clause, an **eligible casual employee** means a Casual Employee:

- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

17.3.3 For the purposes of this clause, **continuous service** means service with the Employer as an Employee during the whole of the period, including any period of authorised leave. For an eligible Casual Employee, **continuous service** means a period during which the Casual Employee

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was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer.

17.3.4 A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse.

17.4 Basic entitlement

17.4.1 An Employee, who is the primary care giver of a child is, upon the completion of 12 months of continuous service with the Employer, entitled to up to 104 weeks parental leave (parental or adoption leave) in relation to the birth or adoption of a child. For females, maternity leave may be taken and for males, paternity leave may be taken. Eight weeks of this leave shall be paid leave at the Employee's ordinary rate of pay. The period of paid leave under this clause will be equivalent to a period that would otherwise be unpaid, up to a maximum of eight weeks.

(a) An Employee who is the primary care giver of a child is, upon completion of 6 weeks continuous service after returning from a period of long parental leave is eligible for an additional parental leave payment of four weeks at the Employee's ordinary rate of pay for the classification and level prior to proceeding on parental leave.

(b) Where the College employs both parents of the child, only one parent will be entitled to payment under 17.4.1.

(c) A payment will not be made in relation to a second or subsequent period of maternity leave where there has not be a return to work of at least 12 months.

17.4.2 Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

17.4.2 (a) for maternity and paternity leave one week's leave on full pay to be taken in one or two periods, to care for such child and/or mother of the child. Provided that unless otherwise determined by the Principal, such leave shall be taken in the period commencing one week before the expected date of birth of the child and concluding six weeks after the actual date of confinement of the child.

17.4.2 (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

17.5 Variation of Parental Leave

17.5.1 Subject to the relevant provisions of the Act, where an Employee has commenced a period of parental leave, the Employee may further extend the period of ordinary maternity, paternity or adoption leave with 2 weeks notice within the first 12 months. It is the Employer's preference that the Employee notify of his/her intention to extend a period of parental leave at least 7 weeks prior to the expiration of the leave where practicable.

17.5.2 Where an employee elects to take a period of ordinary, paternity or adoption leave greater than 12 months but less than 104 weeks and wishes to extend this period up to a maximum of 104 weeks the employer requires that the Employee notify of his/her intention to extend the period of parental leave at least ten (10) weeks prior to the expiration of the leave.

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17.6 Right to Request

17.6.1 An employee entitled to parental leave pursuant to the provisions of clause 17.2 may request the employer to allow the employee: to extend the period of simultaneous unpaid parental leave provided for in clauses 17.4.2(a) and 17.4.2(b) up to a maximum of eight weeks;

17.6.2 Part Time Work

(a) Subject to 17.6.3(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 17.6.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

17.6.3 Request to be considered

(a) The Employer shall consider any request made pursuant to 17.6.1, 17.6.2 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(b) An Employee's request and the Employer's decision made pursuant to 17.6.1, 17.6.2 must be recorded in writing.

17.7 Ordinary maternity leave

17.7.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Employee:

(a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate); and

(b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

17.7.2 When the Employee gives notice under 17.7.1(b) the Employee must also provide a statutory declaration stating the following:

- the particulars of any period of paternity leave sought or taken by her spouse;
- that the Employee intends to be the child's primary care-giver at all times while on ordinary maternity leave; and

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- that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

17.7.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason.

17.7.4 Subject to clause 17.4.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.

17.7.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

17.7.6 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 17.7.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

17.7.7 Where the Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

17.8 Special maternity leave

17.8.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

17.8.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

17.8.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 104 weeks.

17.8.4 Where leave is granted under clause 17.7.4, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

17.8.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.

17.8.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the

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expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

17.8.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:

(a) a medical certificate from a medical practitioner containing the following statements:

- that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- what the expected date of birth would have been if the pregnancy had gone to full term;
- that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
- that the Employee is, was, or will be unfit for work during a stated period.

(b) a statutory declaration made by the Employee containing the following statements:

- that the employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
- that the employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.

17.8.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

17.8.9 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.

17.8.10 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

17.9 Paternity leave

17.9.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Employee:

(a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or

(b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states the actual date of birth of the child. The

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medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Employee to comply with 17.8.1(a) because of the premature birth of the child or any other compelling reason; and

- (c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

17.9.2 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The Employee must provide the Employer with a statutory declaration no later than 10 weeks prior to the first day of the intended period of leave stating:

- he will take that period of paternity leave to become the primary caregiver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

17.9.3 The Employee will not be in breach of 17.9.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

17.10 Adoption leave

17.10.1 An Employee must give written notice to his or her Employer of the Employee's intention to apply for adoption leave as soon as reasonably practicable after receiving notice (a **placement approval notice**) of the approval of the placement of an eligible child with the Employee.

17.10.2 An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as reasonably practicable after receiving notice (a **placement notice**) of the expected day.

17.10.3 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Employee intends to apply for because of the placement:

- (a) if the Employee receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice – before the end of that 8-week period; or
- (b) if the Employee receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

17.10.4 A notice under 17.10.1, 17.10.2 or 17.10.3 must be given to the Employee's Employer as soon as reasonably practicable where the

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Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

17.10.5 An Employee must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of short adoption leave.

17.10.6 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of long adoption leave.

17.10.7 The Employee must also give his or her Employer the following documents:

- (a) a statement from the adoption agency of the day when the placement is expected to start, and
- (b) a statutory declaration made by the Employee stating
 - whether the Employee is taking short adoption leave, long adoption leave or both;
 - the first and last days of the period or periods of leave to be taken;
 - that the child is an eligible child;
 - that the Employee intends to be the primary care-giver at all times while on the long adoption leave; and
 - that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.

17.10.8 An Employee may take:

- (a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
- (b) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.

17.10.9 Where the placement of a child for adoption with an Employee

- does not commence, the Employee is not entitled to leave; or
- commences but is discontinued or cancelled, the Employee's entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than 4 weeks after the day the notice is given, any untaken long adoption leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.

17.10.10 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as

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are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

17.11 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with 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 or a longer period as agreed under clause 17.6.1.

17.12 Transfer to a safe job

17.12.1 Subject to 17.12.2 and 17.12.3, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

17.12.2 This subclause applies to an Employee if

- (a) the Employee is entitled to ordinary maternity leave; and
- (b) the Employee has already complied with the documentation requirements under 17.7; and
- (c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position.

17.12.3 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:

- (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 17.12.4(b); or
- (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 17.12.4(b).

17.12.4 If the Employee takes paid leave under 17.12.3:

- (a) the entitlement to leave is in addition to any other leave entitlement she has; and
- (b) the period of leave ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate; or
 - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or

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- (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

17.13 Returning to work after a period of parental leave

- 17.13.1 An Employee will notify the Employer of the Employee's intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 17.13.2 It is the College's preference that an Employee return from a period of long parental leave either at the commencement of a school year or new semester in order to minimise disruption to the educational needs of students. To this end the College and an Employee may agree to extend or shorten a period of long parental leave to facilitate this objective.
- 17.13.3 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 17.12, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.
- 17.13.4 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.
- 17.13.5 For the purposes of this clause, **position** includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

17.14 Replacement employees

- 17.14.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- 17.14.2 Before an Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

17.5 Communication during parental leave

- 17.15.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 17.15.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

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17.15.2 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 17.15.1.

18 LONG SERVICE LEAVE

18.1.1 An Employee is entitled to long service leave. The *Long Service Leave Act* 1992 (Vic.), as amended from time to time, specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.

18.1.2 An employee is entitled to 13 weeks Long Service Leave upon the completion of 10 years of continuous employment with the Employer. An employee is entitled to additional six and a half weeks' Long Service Leave for each additional five years of continuous employment with the Employer. An employee accrues Long Service Leave at the rate of 1.3 weeks per year of continuous employment.

18.1.3 An employee may apply to take the pro rata long service leave entitlement upon the completion of seven years of continuous employment. The Principal will consider the operational requirements of the College in exercising discretion to grant the application for pro-rata long service leave.

18.1.4 In conjunction with taking a period of Long Service Leave of six weeks or longer, an employee may access up to 5 weeks of any additional accrued entitlement to long Service Leave as a commuted payment.

18.1.5 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act* 1992 (Vic.).

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

18.1.7 An employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

18.2 Illness on Long Service Leave

An Employer may require an Employee who claims sick leave whilst on long service leave, to be examined by a legally qualified medical practitioner who is reasonably accessible to the Employee. Subject to the requirements of 18.3, on production of a supporting medical certificate an Employee who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the Employee is entitled to sick leave.

18.3 The Employee's application under 18.2:

- i. must be received by the Employer during the period of illness or injury;
- ii. must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and

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- 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.

19 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the *Long Service Leave Act 1992 (Vic)*.

20 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

20.1 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 *Accident Compensation Act 1985 (Vic)*, 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.

20.2 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 *Accident Compensation Act 1985 (Vic)*, 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; and
- (b) the Employee is not entitled to any payment in respect of any Non Attendance Time for a Teacher or School Holidays for a School Assistant entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic)*.

20.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.

20.4 For the purposes of 20.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

20.5 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985 (Vic)*, 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 Act.

21 WITHHOLDING OF MONIES

21.1.1 Subject to 21.1.2, in the event that an Employee does not provide the full notice required by 43, 48 or 54, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

21.1.2 Clause 21.1.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Australian Fair Pay and Conditions Standard under the Act.

21.1.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:

- i. unpaid salary or wages to the extent to which such entitlements exceed the Employee's Basic Periodic Rate of Pay;
- for School Assistants or School Support Staff entitled to School Holidays pursuant to clause 47 or 53, a payment for School Holidays;
- any entitlement to a pro rata payment for long service leave on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992 (Vic)*); and
- any amounts owing to the Employee for an unpaid bonus or allowance.

21.1.4 For the purpose of this clause, the Employer and Employee agree that the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

22 REDUNDANCY

22.1 Definition

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

22.2 Redundancy Disputes

22.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:

- the reasons for any proposed redundancy;
- the number and categories of Employees likely to be affected; and
- the period over which any proposed redundancies are intended to undertaken.

22.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

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22.3 Transfer to lower paid duties

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

22.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	16 weeks' pay
5 years and less than 6 years	20 weeks' pay
6 years and over	24 weeks' pay

***Week's pay** means the ordinary time rate of pay for the Employee concerned

For the purposes of this clause **continuous service** will be calculated to include all service for which paid leave or accident make-up pay was applicable but will not include any period of unpaid leave except at the discretion of the Employer. Unpaid leave does not count as service but will not break continuity of employment.

22.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 22.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

22.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains alternative employment for an Employee acceptable to that Employee.

22.7 Time off during notice period

- i. During the period of notice of termination an Employee will 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.
- ii. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an

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interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

23 ANNUAL LEAVE LOADING

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

23.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

Teacher

$$\frac{17.5\% \text{ of Teacher's Attendance Time (weeks)}}{\text{School Attendance Time (weeks)}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

School Assistant with School Holidays

$$\frac{17.5\% \text{ of Assistant's Working Weeks}}{\text{School's Working Weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

School Assistant with Annual Leave

$$\frac{17.5\% \text{ of Assistant's Working Weeks}}{48} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

School Support Staff

$$\frac{17.5\% \text{ of School Support Staff's working weeks}}{48} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

Note: Where an Employee takes leave without pay in excess of ten days, this period is excluded from the Employee's Attendance Time or Working Weeks, as appropriate.

23.3 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

23.4 An Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

24 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 6.30 p.m. on any day.

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25 BREAKAGE AND LOSS

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

26 PROTECTIVE CLOTHING

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

27 JURY SERVICE LEAVE

27.1 Entitlement

27.1.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

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

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

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

27.1.5 Subject to 27.1.2 to 27.1.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 27.1.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

28 EXAMINATION AND ASSESSMENT LEAVE

28.1 An Employee will be granted leave with pay to attend compulsory examinations in courses of study approved by the Principal.

28.2 An employee may also be granted leave with pay to be involved in assessment tasks, provided that:

- Such assessment tasks are part of a course of study for which the staff member has received approval by the Principal to undertake, and the assessment tasks contribute directly to the final result for the course.
- Such leave is limited to four days per year, and is not cumulative.

29 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.

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30 REMOVAL LEAVE

An employee is entitled to up to one day's leave per annum for the purpose of removal to a new place of residence. Removal leave is not cumulative.

31 ADDITIONAL LEAVE

An employee may request leave, with or without pay. The granting of requests for additional leave is at the discretion of the Principal.

32 INTRODUCTION OF MAJOR CHANGE

32.1 College's duty to notify

32.1.1 Where the College has made a definite decision to introduce major changes in program, organisation, structure or technology, that are likely to have significant effects on employees, the College will notify the employees who may be affected by the proposed changes.

32.1.2 Significant effects include:

- termination of employment
- major changes in the composition, operation or size of the College's workforce or in the skills required
- the need for retraining or transfer of employees to other work or locations
- the restructuring of jobs

32.1.3 With the exception that where the Agreement, makes provision for alterations of any of the matters referred to in this clause an alteration will be deemed not to have significant effect.

32.2. College's duty to discuss change

32.2.1 The College will discuss with the employees affected:

- the introduction of the changes referred to in 32.1.1;
- the effects the changes are likely to have on employees;
- measures to avert or mitigate the adverse effects of such changes on employees

32.2.2 The College will give prompt consideration to matters raised by the employees in relation to the changes.

32.2.3 The College will commence discussions as early as practicable after the College has made a definite decision to make the changes referred to in 32.1.1.

32.2.4 For the purposes of such discussion and subject to 32.2.5 the College will provide in writing to the employees concerned, all relevant information about the changes including:

- the nature of the changes proposes
- the expected effects of the changes on employees; and
- any other matters likely to affect employees.

32.2.5 For the purposes of such discussions under 32.2.4 the College will not be required to discuss financial information, the disclosure of which would not be in the best interests of the College.

33 TERMS OF APPOINTMENT

33.1 Letter of appointment

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Upon engagement, the College will provide an employee (other than an emergency teacher or a casual employee) with a letter of appointment.

33.2 Statement of Service

Upon termination of employment, the College, at the request of the employee, will provide a statement of service specifying the period of employment, the classification of, or type of work performed by the employee together with any additional responsibilities or duties undertaken.

34 CONDUCT OR PERFORMANCE

34.1 If the College is considering whether to terminate an employee's employment for reasons related to conduct or performance, the College must apply the provisions of Due Process.

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

- the College's concerns with the employee's conduct or performance;
- the time, date and place of the first due process meeting;
- the employee's right to be accompanied by a nominee of the employee's choice at all due process meetings;
- the College's right to terminate the employment should due process not resolve the College's concerns.

34.1.2 Due process meetings will

- include discussion of the College's concerns with the employee's conduct or performance;
- give the employee an opportunity to respond to the College's concerns;
- include discussion of any counselling or assistance, where appropriate, available to the employee;
- include documentation, where appropriate;
- set periods of review, timed appropriately;
- be documented in a record of interview, with copies supplied to all parties

34.1.3 If, following due process, the College's decision is to terminate the employment of an employee, then the College must give notice in accordance with clause 43, 48 or 54 of this Agreement.

35 WORK RELATED EXPENSES

35.1 An employee who incurs expenses in relation to their duties will be reimbursed, or paid in advance if the expenditure can be anticipated. Documentary evidence of the expenses incurred, or to be incurred, will be required.

35.2 Other than in exceptional circumstances, payments must be authorised by the Principal prior to being incurred.

36 STUDENT FREE DAYS

The College will provide a minimum of three student free days during the year in addition to any student free days at the beginning of the year, for general administrative purposes. The programs for these days will be determined by the Principal after consultation with the staff.

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37 OUT OF SCHOOL HOURS CARE

Children of employees will be eligible to access the College's Out of School Hours facilities without charge.

38 FEE DISCOUNTS

An employee of the College is able to access fee discounts for his or her children attending the College subject to the following conditions:

- 38.1 Children of employees who commenced prior to 1 July 2009, will be eligible for a 50% reduction in tuition fees. All other fees and levies apply.
- 38.2 Children of employees who commence after 1 July 2009 will be eligible for a 50% pro-rata reduction in tuition fees based on the time fraction worked by the staff member. If the employee's time fraction is reduced at the direction of the Employer, the pro-rata discount will remain at the level that applied prior to the reduction in the time fraction. All other fees and levies apply.
- 38.3 Fee discounts do not apply to Casual Staff or Fixed Term employees.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

39 CLASSIFICATION AND SALARY

- 39.1 Schedule 1A sets out the classification structure and progression arrangements.
- 39.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 39.3 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Periodic Rate of pay may be satisfied over a period of 12 months and includes the salary and rates of pay in Schedules 1B.
- 39.4 The Salary specified in Schedule 1B is in compensation for all hours worked under this Agreement.

40 HOURS OF WORK

- 40.1 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.
- 40.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 40.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 40.4 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. The College shall attempt to provide as far as possible for equitable workloads across teaching staff and observe general industry standards.

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40.5 Graduate teachers in their first year of teaching will be allocated reduced teaching responsibilities that will take into account the need for induction, meeting registration requirements, and familiarising themselves with the demands of the profession.

41 NON ATTENDANCE TIME

41.1 A Teacher is not required or requested to attend at the School 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.

41.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.

41.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of paid Non Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 41.4.

41.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time* (weeks)}}{\text{School's Attendance Time (weeks)}} \times \text{Non Attendance Time (weeks)} - \text{Non Attendance Time already taken (weeks)}$$

*periods of leave without pay deducted

42 ANNUAL LEAVE

42.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.

42.2 This clause does not reproduce Division 4 of Part 7 of the Act in full.

(a) A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

42.3 A Teacher must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.

42.4 A 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.

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42.5 A Teacher will take all accrued annual leave during the shut down period.

42.6 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to annual leave, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time (weeks)}}{\text{School's Attendance time (weeks)}} \times \text{Annual leave (weeks)} - \text{Annual leave already taken (weeks)}$$

43 NOTICE OF TERMINATION

43.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 9, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 9.

43.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.

43.3 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' 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.

43.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 17 that the Teacher being replaced wishes to return from parental leave.

43.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

43.6 Subject to clause 9 – Qualifying Period, a Teacher must provide the Employer with a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one school term.

43.7 The notice period in this clause and in clause 9 – Qualifying Period do not apply where the Teacher is guilty of serious misconduct.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

44 CLASSIFICATIONS AND SALARIES

44.1 Schedule 2A sets out the classification structure for a School Assistant.

44.2 Schedule 2B sets out the salary or a School Assistant entitled to School Holidays.

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44.3 Schedule 2C sets out the salary for a School Assistant entitled to four weeks' annual leave.

44.4 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

45 HOURS OF WORK

45.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.

45.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

45.3 The Employer may require a School Assistant to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2B.

46 ANNUAL LEAVE

46.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.

46.2 This clause does not reproduce Division 4 of Part 7 of the Act in full.

46.3 A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

46.4 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.

46.5 Where a School Assistant has not accrued sufficient annual leave to be taken during the shut down period, the School Assistant will be entitled to leave which will be unpaid.

47 SCHOOL HOLIDAYS

47.1 A School Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

47.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.

47.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

47.4 A School Assistant who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this

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clause is as follows:

$$\left. \begin{array}{c} \text{Number of working weeks excluding paid holiday periods} \\ 3 \end{array} \right\} - \text{School Holidays already paid}$$

48 NOTICE OF TERMINATION

48.1 Where the Employer wishes to terminate the employment of a School Assistant serving a qualifying period pursuant to clause 9, or a School Assistant wishes to resign during a qualifying period, the period of notice is specified by clause 9.

48.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

48.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.

48.4 A School Assistant, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

48.5 In addition to the period of notice specified in 48.2, a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.

48.6 The notice period in this clause and in clause 9 do not apply where the School Assistant is guilty of serious misconduct.

PART 5 CONDITIONS OF EMPLOYMENT FOR SCHOOL SUPPORT STAFF

49 CLASSIFICATION AND SALARIES

49.1 Schedule 3A sets out the classification structure for School Support Staff.

49.2 Schedule 3B sets out the salary of School Support Staff entitled to school holidays.

49.3 Schedule 3C sets out the salary for School Support Staff entitled to four weeks' annual leave.

49.4 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of twelve months.

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50 HOURS OF WORK

- 50.1 The ordinary hours of work for full time School Support Staff will be 38 hours per week.
- 50.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 50.3 The Employer may require School Support Staff to work reasonable additional hours, in accordance with the arrangement specified in Schedule 3B.

51 MEAL BREAK

School Support Staff are entitled to an unpaid meal break of 30 minutes and morning tea break of 15 minutes.

52 ANNUAL LEAVE

- 52.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.
- 52.2 This clause does not reproduce Division 4 of Part 7 of the Act in full.
- 52.3 School Support Staff are entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.
- 52.4 School Support Staff must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Support worker is employed.
- 52.5 Where a School Support Staff member has not accrued sufficient annual leave to be taken during the shut down period, the School Support Staff member will be entitled to leave which will be unpaid.

53 SCHOOL HOLIDAYS

- 53.1 A School Support Staff member is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 53.2 The salary for a School Support Staff member in Schedule 3B takes this period of additional leave into account.
- 53.3 A School Support Staff member is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 53.4 A School Support Staff member who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in

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accordance with this clause is as follows:

$$\left. \begin{array}{c} \text{Number of working weeks excluding paid holiday periods} \\ 3 \end{array} \right\} - \text{School Holidays already paid}$$

54 NOTICE OF TERMINATION

54.1 Where the Employer wishes to terminate the employment of a School Support Staff member serving a qualifying period pursuant to clause 9, or a School Support Staff member wishes to resign during a qualifying period, the period of notice is specified by clause 9.

54.2 Where the Employer wishes to terminate the employment of a School Support Staff Member, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the School Support Staff member. Where a School Support Staff member is entitled to School Holidays, notice is to be given wholly within the one school term.

54.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Support Staff member would have received by working during the notice period if the School Support Staff member's employment had not been terminated.

54.4 A School Support Staff member, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where a School Support Staff member is entitled to School Holidays, notice is to be given wholly within the one school term.

54.5 In addition to the period of notice specified in 54.2, a School Support Staff member over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.

54.6 The notice period in this clause and in clause 9 do not apply where the School Support Staff member is guilty of serious misconduct.

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In the presence of

Witness

The Aitken College
as represented by

Name in Print

Authority to Sign

Signature

In the presence of

Witness

SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

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

1A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.2, progress to Level 11 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.

1A.1.2 A Teacher, who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.3, progress to Level 11 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.

1A.1.3 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.

1A.2 Permission to Teach Teachers with the Victorian Institute of Teaching

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1A.2.2 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.

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SCHEDULE 1B – SALARIES (TEACHERS)

1B.1 Annual Salary

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

Level	1 st Feb 2009	1 st Feb 2010	1 st Feb 2011
1	52,571	54,411	56,315
2	54,070	55,962	57,921
3	57,195	59,197	61,269
4	58,825	60,884	63,015
5	60,502	62,620	64,812
6	62,227	64,405	66,659
7	64,000	66,240	68,558
8	66,304	68,625	71,027
9	68,360	70,753	73,229
10	70,479	72,946	75,499
11	77,546	80,260	83,069

1B.2 Weekly Salary

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

1B.3 Annual Leave Loading

The annual salary in 1B.1 does not include annual leave loading.

1B.4 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than: \$235 per day – Feb 2009, \$240 per day – Feb 2010, \$247 per day – Feb 2011.

1B.5 Translation Scale

Old Scale (31 January 2009)	New Scale (1 February 2009)
1	1
2	1
3	1
4	2
5	3
6	4
7	5
8	6
9	7
10	8
11	9
12	10
13/14	11

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Transition Phase - for purpose of incrementation: Where applicable teachers will increment on 1 May 2009 with the next increment on 1 February 2010 and thereafter on the anniversary of this date or in the case of non-continuous service, after the completion of a school year. Teachers who commenced in their first year of teaching in 2009 will increment on the anniversary of their date of commencement or in the case of non-continuous service, after the completion of a year of service.

**SCHEDULE 1C – POSITIONS OF RESPONSIBILITY STRUCTURE
(TEACHERS)**

1C.1 Eligibility

1C.1.1 A rate of pay 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.

1C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

1C.1.3 The Principal determines who is eligible for the rate of pay.

1C.2 Notification

1C.2.1 The Principal will provide a Teacher with a position of responsibility, a position description, its tenure and the amount to be paid. Teachers with positions of responsibility may be requested to attend the school during periods of non-attendance time as part of normal professional expectations. This should not exceed more than five days and sufficient notice will be given with dates to be determined at least one term in advance. Where it is necessary, due to the nature of the position, such requests will be specified in letters of appointment or position descriptions attached to the position of responsibility.

SCHEDULE 2A – SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

2A.1 Classifying school assistants

2A.1.1 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

2A.1.2 With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.

2A.1.3 Upon engagement, the Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1

2A.2.1 Positions

Positions for which qualifications are not required:

- teacher aide
- library technician
- laboratory technician
- audio visual and IT technician

2A.2.2 Characteristics

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

2A.2.3 Typical duties

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

2A.2.3(a) Library technician:

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

- processing books (marking, covering, repairing and shelving)
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

2A.2.3(b) Audio-visual and IT technician

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual or IT equipment of the

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school, such as assisting with audio and video recording and with use of IT equipment such as data projector and electronic whiteboard.

2A.2.3(c) Laboratory technician

Routine tasks including:

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

2A3.2.3(d) Teacher aide

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

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.3 Grade 1A

2A.3.1 Characteristics

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study.

2A.3.2 Positions

- library technician-in-training
- laboratory technician-in-training
- audio-visual/IT technician-in-training

2A.4 Grade 2

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual and IT technician

2A.4.2 Characteristics

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of functions under direction but may, after

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gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

2A.4.3 Typical duties

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

2A.4.3(a) Library technician

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

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

2A.4.3(b) Audio-visual and IT technician

Performing responsible tasks associated with the efficient operation of an audio-visual and IT section including such tasks as:

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

2A.4.3(c) Laboratory technician

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

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

2A.4.3 (d) Teacher Aide

Performing responsible tasks associated with assisting teaching staff such as:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc

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- collect and distribute stock and equipment
- assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

2A.5 Grade 3

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the Employer.

2A.5.1 Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual and IT co-ordinator

2A.5.2 Characteristics

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

2A.5.3 Typical duties

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

2A.5.3(a) Senior library technician/librarian

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

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

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2A.5.3(b) Senior A/V technician/laboratory manager

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

- production of resource material, e.g., multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

2A.5.3(c) Senior laboratory technician/laboratory manager

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

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

12A.6 Grade 4

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time Employees or at least three Employees if any of the Employees are part-time.

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SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS)

2B.1 Annual Salary

2B.1.1 A Full time School Assistant in receipt of School Holidays will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

First pay period commencing on or after

	1 Feb 2009 \$	1 Oct 2009 \$	1 Feb 2010 \$	1 Feb 2011 \$
Grade 1				
In first year of experience	29,009	29,444	30,475	31,542
In second year of experience	29,756	30,202	31,259	32,353
In third year of experience	30,514	30,972	32,056	33,178
In fourth year of experience	31,225	31,693	32,802	33,950
In fifth year and thereafter	31,991	32,471	33,607	34,783
Grade 1A				
In first year of experience	32,814	33,306	34,472	35,679
In second year and thereafter	33,480	33,982	35,171	36,402
Grade 2				
In first year of experience	33,480	33,982	35,171	36,402
In second year of experience	34,226	34,739	35,955	37,213
In third year of experience	34,971	35,496	36,738	38,024
In fourth year of experience	35,583	36,117	37,381	38,689
In fifth year of experience	36,330	36,875	38,166	39,502
In sixth year and thereafter	37,076	37,632	38,949	40,312
Grade 3				
In first year of experience	37,076	37,632	38,949	40,312
In second year of experience	37,970	38,540	39,889	41,285
In third year of experience	38,742	39,323	40,699	42,123
In fourth year of experience	39,643	40,238	41,646	43,104
In fifth year of experience	40,536	41,144	42,584	44,074
In sixth year and thereafter	41,433	42,054	43,526	45,049
Grade 4				
In first year of experience	39,643	40,238	41,646	43,104
In second year of experience	40,536	41,144	42,584	44,074
In third year of experience	41,433	42,054	43,526	45,049
In fourth year of experience	42,335	42,970	44,474	46,031
In fifth year of experience	43,230	43,878	45,414	47,003
In sixth year and thereafter	44,127	44,789	46,357	47,979

2B.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

2B.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.18

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2B.3 Part Time Salary

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

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full-time weekly salary}$$

2B.4 Incremental advancement

2B.4.1 Advancement to the next increment within the appropriate Grade will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Assistant employed for 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.4.2 Service for the purposes of this clause will include all service in any other school at the grade to which the School Assistant is appointed.

2B.5 Casual Rate of Pay

2B.5.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2C for 1st year of adult experience for the appropriate grade}}{38} \times 1.25$$

2B.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2B.6 Junior Salary

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

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

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2C.7 Reasonable Additional Hours

Where the Employer requires a School Assistant to work hours additional to the averaging arrangement, the Employer will provide the School Assistant with time in-lieu for the time worked.

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SCHEDULE 2C – SALARIES (SCHOOL ASSISTANTS WITH ANNUAL LEAVE)

2C.1 Annual Salary

2C.1.1 A Full time School Assistant in receipt of annual leave will be paid not less than the relevant salary specified for the School Assistant's classification and experience level.

First pay period commencing on or after

	1 Feb 2009 \$	1 Oct 2009 \$	1 Feb 2010 \$	1 Feb 2011 \$
Grade 1				
In first year of experience	31,428	31,899	33,015	34,171
In second year of experience	32,235	32,719	33,864	35,049
In third year of experience	33,055	33,551	34,725	35,940
In fourth year of experience	33,828	34,335	35,537	36,781
In fifth year and thereafter	34,656	35,176	36,407	37,681
Grade 1A				
In first year of experience	35,547	36,080	37,343	38,650
In second year and thereafter	36,269	36,813	38,101	39,435
Grade 2				
In first year of experience	36,269	36,813	38,101	39,435
In second year of experience	37,077	37,633	38,950	40,313
In third year of experience	37,883	38,451	39,797	41,190
In fourth year of experience	38,551	39,129	40,499	41,916
In fifth year of experience	39,357	39,947	41,345	42,792
In sixth year and thereafter	40,166	40,768	42,195	43,672
Grade 3				
In first year of experience	40,166	40,768	42,195	43,672
In second year of experience	41,133	41,750	43,211	44,723
In third year of experience	41,969	42,599	44,090	45,633
In fourth year of experience	42,946	43,590	45,116	46,695
In fifth year of experience	43,915	44,574	46,134	47,749
In sixth year and thereafter	44,885	45,558	47,153	48,803
Grade 4				
In first year of experience	43,364	44,014	45,554	47,148
In second year of experience	43,915	44,574	46,134	47,749
In third year of experience	44,885	45,558	47,153	48,803
In fourth year of experience	45,862	46,550	48,179	49,865
In fifth year of experience	46,833	47,535	49,199	50,921
In sixth year and thereafter	47,804	48,521	50,219	51,977

2C.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than the relevant Grade 1 salary.

2C.2 Weekly Salary

Refer to Schedule 2B.

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2C.3 Part Time Salary

Refer to Schedule 2B.

2C.4 Incremental advancement

Refer to Schedule 2B.

2C.5 Casual Rate of Pay

Refer to Schedule 2B

2C.6 Junior Salary

Refer to Schedule 2B.

2C.7 Reasonable additional hours

Refer to Schedule 2B

**SCHEDULE 3A – RATES OF PAY - SCHOOL SUPPORT STAFF
(EMPLOYEES OTHER THAN TEACHERS AND SCHOOL ASSISTANTS
COVERED BY THIS AGREEMENT AND NOT COVERED IN SCHEDULES 1
& 2, INCLUDING CLERICAL AND ADMINISTRATION STAFF AND
GROUNDS AND MAINTENANCE STAFF.)**

3A.1 CLASSIFYING SCHOOL SUPPORT STAFF

3A.1.1 Employees covered by this Agreement and not covered by Schedule 1 and 2 shall be classified in one of the Levels 1 to 6 according to clause 3.9 of Schedule 3. The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Employee, as determined by the Employer.

3A.1.2 Upon commencement of employment, the Employer will advise the Employee in writing of the classification level of the Employee's position of employment and of any change to the Employee's classification level.

3A.2 BANDS

- 3A.2.1 Band 1

(a) General work description

The Employee undertakes a variety of structured, straightforward, routine duties. In the first year of service, the Employee applies knowledge and skills to a limited range of tasks. With experience, the Employee applies knowledge and skills to a wider range of tasks and is responsible for assuring the quality of the Employee's work. The Employee carries out clearly established processes with steps that seldom vary.

(b) Qualifications

The Employee is not required to have a formal qualification. As the Employer provides relevant on the job training, this position does not require specific skills, prior experience or prior training.

(c) Supervision

- i. The Employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work is regularly checked.
- ii. With experience, the Employee is required to perform a wider range of tasks under routine supervision. Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures. Guidance on the approach to non-standard circumstances is provided by a supervisor. The work performed is selectively rather than constantly checked. The Employee, after gaining experience, may exercise some degree of autonomy and discretion.
- iii. The Employee is not required to supervise other employees.

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(d) Judgement, Problem Solving and Decision Making

At this level problems are relatively simple and easily identified; solutions predetermined; information readily available and reliable; and outcomes predictable.

3A.2.2 Band 2

(a) General Work Description

The Employee is responsible for:

- performing a variety of tasks, or a limited number of tasks involving detailed sequential steps requiring practical application of acquired skills and/or knowledge;
- following clearly established processes and procedures;
- choosing between alternate approved work methods or established processes/procedures
- choosing task sequences within established work routines

The Employee, after gaining experience will exercise some degree of autonomy and discretion.

(b) Qualifications

The Employee is not required to have a formal qualification. As the Employer provides relevant on the job training, this position does not require specific skills, prior experience or prior training.

(c) Supervision

i. The Employee receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach. The Employee is normally subject to progress checks usually confined to the unusual or difficult aspects of the work and may have work reviewed upon completion. The Employee has the technical knowledge and/or experience to perform the standard duties, usually without technical instruction.

ii. Although the Employee is routinely supervised, the Employee operates with a fair degree of autonomy.

(d) Judgement, Problem Solving and Decision Making

At this level, problems are easily identified; choice of solutions is clear; information readily available and usually reliable; and outcomes predictable. The Employee exercises judgement on work methods.

3A.2.3 Band 3

(a) General Work Description

The Employee is required to:

- apply established procedures as required to tasks;
- apply skills and knowledge to a range of different tasks;

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- use initiative and exercise discretion

The Employee is required to demonstrate expertise and accept personal responsibility significantly beyond that of a Band 2 employee.

(b) Qualifications

The Employee is required to undertake duties which require knowledge and skills which may be gained by the completion of a relevant trade qualification or one or two year post-secondary certificate/diploma or equivalent or from on the job experience considered relevant by the Employer.

(c) Supervision

The Employee receives procedural direction, usually covering only the broader technical aspects of the work and works with little direct supervision. Direction is provided on the assignments to be undertaken. The Employee determines the appropriate use of established methods, tasks and sequences. There is scope to determine and approach in the absence of established procedures or detailed instructions, but guidance is available. Work outcomes are monitored/checked on completion.

(d) Judgement, Problem Solving and Decision Making

At this level, problems are easily identified; choice of solutions is clear; information readily available and usually reliable; and outcomes predictable. The Employee exercises judgement on work methods.

3A.2.4 Band 4

(a) General Work Description

The Employee may be in a support role to a senior administrator or manager, and would generally be required to manage a specific support function of assist the senior administrator/manager in the management of support functions. The Employee may be required to supervise staff delivering a single support function.

The Employee is required to:

- undertake tasks of a moderately complex nature
- apply skills and knowledge to a range of different tasks, using significant initiative and discretion
- apply established procedures to tasks using initiative and discretion
- interpret procedure and ensure compliance with rules and regulations

(b) Qualifications

The Employee, in addition to the knowledge and skills required at Band 3, is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.

(c) Supervision

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i. The Employee exercises judgement to determine when advice should be sought. The Employee is required to use initiative, exercise discretion and perform work to a high level.

ii. The Employee would normally be responsible to a manager. Performance is checked when reporting to supervisor or by client feedback, rather than by monitoring each task outcome. The Employee may be required to supervise Band 1 to 3 employees. The Employee is responsible for the allocation of work, co-ordinating workflow, checking the progress of work, the quality of work and problem solving.

(d) Judgement, Problem Solving and Decision Making

At this level, problems are easily identified; choice of solutions is clear; information readily available and usually reliable; and outcomes predictable. The Employee exercises judgement on work methods.

3A.2.5 Band 5

(a) General Work Description

i. The Employee operates under broad direction. Direction is provided in terms of objectives which may require the planning for staff, time and resources to be completed. Limited guidance is available, but the Employee reviews, develops or modifies procedures when required. Performance is measured against objectives. The Employee has responsibility for managing a specific function, with the appropriate level of responsibility and accountability.

ii. In general, tasks are well-defined and supported by policies and systems, with scope to identify a problem, recommend or instigate changes to work practices, determine the strategic option or solution to a problem and provide significant input into developing and changing College policy. Task levels are moderately complex to complex.

iii. The Employee is responsible for:

- Applying skills and knowledge to a range of different tasks. Using significant initiative and discretion;
- Applying and possibly managing established procedures to hand/direct/control tasks, using significant initiative and discretion;
- Day to day management and supervision of staff within the work area;
- Interpreting procedures, rules and regulations and ensuring compliance with rules and regulations;
- Providing key support and timely advice to the Principal or Principal's delegate/s.

(b) Qualifications

The Employee requires knowledge of the operations of the work area and the operative procedures and guidelines. The Employee has the skills required to do the job either as a result of qualifications or experience or both.

(c) Supervision

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Work is performed with clearly established objectives, strategies and guidelines with some scope to determine operational strategies subject to monitoring and intervention by the Principal or the Principal's delegate.

(d) Judgement, Problem Solving and Decision Making

The Employee receives limited and general direction, such as instruction in the form of the required objectives, and has work measured in terms of the achievement of stated objectives. The Employee is competent and experienced in a technical sense and requires little guidance during the performance of work. Some activities are covered by procedures.

3A.2.6 Band 6

(a) General Work Description

i. The Employee co-ordinates support services within, or across, the College. The Employee is required to develop and co-ordinate strategies across a range of functional areas that impact upon the administration or operation of the College and the achievement of the College's objectives. Tasks are of a complex nature.

ii. The Employee is responsible for:

- Applying skills and knowledge to a range of different and complex tasks, using significant initiative and discretion;
- Managing established procedures to handle/direct/control tasks, using significant initiative and discretion;
- Interpreting procedure and policy and ensuring compliance with rules and regulations;
- Leading and supervising support staff within the College;
- Providing key support and timely advice to the Principal or Principal's delegate;
- Providing the Principal and/or the Principal's delegate/s with regular progress reports;

(b) Qualifications

The Employee requires specialist, professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. The Employee has the skills required to do the job either as a result of qualifications or experience or both.

(c) Supervision

The Employee is provided with broad direction on targets and goals by the Principal or Principal's delegate. The Employee will have some latitude in determining how the targets and goals are achieved, which would generally be limited by standard procedures and policies. The Principal or Principal's delegate may intervene in relation to the determination of priorities, deadlines and operating strategies.

(d) Judgement, Problem Solving and Decision Making

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At this level, problems may not always be easily identifiable; solutions may be unclear and require application of knowledge and skills to guide choices; complex sets of rules, activities or procedures may be applied in particular cases and the employee may make recommendations to senior staff; research may be required; outcomes may not always be predictable.

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SCHEDULE 3B – SALARIES (SCHOOL SUPPORT STAFF WITH SCHOOL HOLIDAYS)

3B.1 Annual Salary

3B.1.1A full Time School Support Staff member in receipt of school holidays will be paid not less than the relevant salary specified for the School Support Staff's classification and experience level.

Classification	Year	First pay period commencing on or after		
		1 Oct 2009	1 Feb 2010	1 Feb 2011
BAND 1	1	32,519	33,657	34,835
	2	33,982	35,172	36,403
BAND 2	1	36,771	37,023	38,319
	2	37,138	38,689	40,043
BAND 3	1	40,283	41,693	43,152
	2	42,096	43,569	45,094
BAND 4	1	42,861	44,361	45,914
	2	44,790	46,358	47,981
BAND 5	1	46,446	48,072	49,755
	2	48,537	50,235	51,993
BAND 6	1	50,358	52,120	53,944
	2	52,624	54,466	56,372

An employee placed on a Band classification on this schedule will not incur any decrease in salary as a result of this Agreement coming into operation.

3B.2 The weekly salary is calculated by dividing the annual salary by 52.18.

3B.3 Part Time Salary

A Part Time School Support Staff member will be paid pro rata of the salary that the School Support Staff member would be entitled to if employed as a Full Time School Support member. The pro-rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full-time weekly salary}$$

3B.4 Incremental Advancement

Advancement to the next increment within the appropriate Band will take place on the anniversary of a School Support Staff member's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Support Staff member employed for 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

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3B.5 Casual Rate of Pay

3C.5.1 A Casual School Support Staff member will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 3B for 1}^{\text{st}} \text{ year of adult experience for the appropriate grade}}{38} \times 1.25$$

3B.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or school holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

3B.6 Junior Salary

A junior School Support Staff member is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 3A of this Agreement.

<u>Age</u>	<u>Percentage of full-time rate (%)</u>
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

3B.7 Reasonable Additional Hours

Where the Employer requires a School Support Staff member to work hours additional to the averaging arrangement, the Employer will provide the School Support Staff member with time in lieu.

3B.8 Higher Duties

3B.8.1 An Employer may direct that an Employee perform temporarily duties applicable to a classification higher than that of such Employee.

3B.8.2 Where an Employee performs such duties for more than one week and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, that Employee will be paid the rate applicable to the higher classification for the whole period during which the said duties are performed.

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SCHEDULE 3C – SALARIES (SCHOOL SUPPORT STAFF WITH 4 WEEKS ANNUAL LEAVE)

3C.1 Annual Salary

3C.1.1 Employees covered by this Schedule in receipt of annual leave shall be entitled to not less than the following rates of pay. The rates of pay are for all hours worked by the Employee including reasonable additional hours.

Classification	Year	First pay period commencing on or after		
		1 Oct 2009	1 Feb 2010	1 Feb 2011
BAND 1	1	35,228	36,461	37,737
	2	36,813	38,101	39,435
BAND 2	1	38,751	40,107	41,511
	2	40,494	41,912	43,379
BAND 3	1	43,639	45,166	46,747
	2	45,603	47,199	48,851
BAND 4	1	46,432	48,057	49,739
	2	48,521	50,219	51,977
BAND 5	1	50,316	52,077	53,900
	2	52,580	54,420	56,325
BAND 6	1	54,553	56,462	58,438
	2	57,007	59,003	61,068

An employee placed on a Band classification on this schedule will not incur any decrease in salary as a result of this Agreement coming into operation.

3C.2 The weekly salary is calculated by dividing the annual salary by 52.18.

3C.3 Part Time Salary

A Part Time School Support Staff member will be paid pro rata of the salary that the School Support Staff member would be entitled to if employed as a Full Time School Support member. The pro-rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full-time weekly salary}$$

3C.4 Incremental Advancement

Advancement to the next increment within the appropriate Band will take place on the anniversary of a School Support Staff member's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Support Staff member employed for 40 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

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3C.5 Casual Rate of Pay

3C.5.1 A Casual School Support Staff member will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 3B for 1}^{\text{st}} \text{ year of adult experience for the appropriate grade}}{38} \times 1.25$$

3C.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or school holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

3C.6 Junior Salary

A junior School Support Staff member is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 3A of this Agreement.

<u>Age</u>	<u>Percentage of full-time rate (%)</u>
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

3C.7 Reasonable Additional Hours

Where the Employer requires a School Support Staff member to work hours additional to the averaging arrangement, the Employer will provide the School Support Staff member with time in lieu.

3C.8 Higher Duties

3C.8.1 An Employer may direct that an Employee perform temporarily duties applicable to a classification higher than that of such Employee.

3C.8.2 Where an Employee performs such duties for more than one week and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, that Employee will be paid the rate applicable to the higher classification for the whole period during which the said duties are performed.