



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Albury Wodonga Community College Ltd
(AG2011/10783)

ALBURY WODONGA COMMUNITY COLLEGE (TEACHERS) ENTERPRISE AGREEMENT 2011-2014

Educational services

SENIOR DEPUTY PRESIDENT DRAKE

SYDNEY, 27 JULY 2011

Application for approval of the Albury Wodonga Community College (Teachers) Enterprise Agreement 2011-2014.

[1] An application has been made for approval of an enterprise agreement known as the *Albury Wodonga Community College (Teachers) Enterprise Agreement 2011-2014* (the Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* ('the Act'). It has been made by Albury Wodonga Community College Limited. The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] I am satisfied that each of the requirements of ss186, 187 and 188 of the Act as are relevant to the application for approval have been met.

[4] The Independent Education Union of Australia NSW/ACT Branch, (the Union) being the bargaining representative for the Agreement, have given notice under s 183 of the Act to be covered by this Agreement. In accordance with s 201(2) of the Act, I note that the Agreement covers the Union.

[5] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 3 August, 2011. The nominal expiry date of the Agreement is 31 December, 2014.



SENIOR DEPUTY PRESIDENT

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Albury Wodonga Community College
(Teachers)
Enterprise Agreement 2011 – 2014

22nd June 2011

**Albury Wodonga Community College (Teachers)
Enterprise Agreement 2011 - 2014**

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the Albury Wodonga Community College (Teachers) Enterprise Agreement 2011-2014 (the Agreement) is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth).

2. Commencement and period of operation

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

2.2 The nominal expiry date of the Agreement is 31 December 2014.

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth)
Award	means the <i>Educational Services (Teachers) Award 2010</i>
College	means <i>Albury Wodonga Community College – Independent School</i> including Wodonga and Albury Campuses, offering since 2005, an alternative secondary education school model
De facto partner	means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a genuine domestic basis (whether the Teacher and the person are of the same sex or different sexes) and includes a former de facto partner of the Teacher
Employee	means a person employed as a Secondary School Teacher covered by this Agreement known hereafter as a Teacher
Employer	means <i>Albury Wodonga Community College Limited</i> (ABN 28 368 867 854)
FWA	means Fair Work Australia

Immediate family	<p>means</p> <ul style="list-style-type: none"> • a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Teacher; or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Teacher
Location	means the Employer's campus locations within the Municipal Cities of Albury and Wodonga
LSL Act	means the <i>Long Service Leave Act 1992 (Vic)</i> and the <i>Long Service Leave Act 1955 (NSW)</i>
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009 (Cth)</i>
New South Wales Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the Institute of Teaching Act 2004 (NSW) <i>Education and Training Reform Act</i>
Non-term weeks	means weeks in the school year other than term weeks and include periods designated as school holidays for students. The number of non term weeks for Teachers will not be less than those gazetted for teachers employed by government schools in the relevant state
Permission to Teach Teacher (Victoria Only)	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 (Vic.)</i> and is engaged to undertake the duties of a Teacher, which includes the delivery of the School's educational program and the assessment of student participation in the educational program
Principal	means Principal of Albury Wodonga Community College or their nominee
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the respective Medical Practitioners Board of Victoria or New South Wales
Teacher	<ul style="list-style-type: none"> • means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> or a Permission to Teach teacher and who is employed to teach, or • means a Teacher accredited by the NSW Institute of Teachers or otherwise permitted to

	<p>teach pursuant to the <i>Institute of Teachers Act 2004</i> (NSW)</p> <p>This definition does not include a person employed as a Principal or a Deputy Principal.</p>
School year	means the period of 12 months commencing from the day the Teachers are required to attend the school for the new educational year, as determined by the school, and includes term weeks and non-term weeks
Term weeks	means the weeks in the school year that students are required to attend school as set out in the school calendar of the College, including designated staff days that Teachers are required to attend each term
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)

4. Coverage

4.1 This Agreement covers:

- (a) the Employer, and
- (b) Teachers employed by the Employer

4.2 This Agreement does not cover:

- (a) a Principal,
- (b) a Deputy Principal, and
- (c) Early Childhood Teachers.

5. Relationship to Awards

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

6. No extra claims

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

7. The National Employment Standards

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

8. Agreement flexibility

- 8.1** The Employer and a Teacher covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a)** the Agreement deals with one (1) or more of the following matters:
 - (i)** arrangements about when work is performed;
 - (ii)** allowances;
 - (iii)** leave loading; and
 - (b)** the arrangement meets the genuine needs of the Employer and Teacher in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - (c)** the arrangement is genuinely agreed to by the Employer and Teacher.
- 8.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a)** are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b)** are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c)** result in the Teacher being better off overall than the Teacher would be if no arrangement was made.
- 8.3** The Employer must ensure that the individual flexibility arrangement:
- (a)** is in writing; and
 - (b)** includes the name of the Employer and Teacher; and
 - (c)** is signed by the Employer and Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; and
 - (d)** includes details of:
 - (i)** the terms of the Agreement that will be varied by the arrangement; and
 - (ii)** how the arrangement will vary the effect of the terms; and
 - (iii)** how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e)** states the day on which the arrangement commences.
- 8.4** The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 8.5** The Employer or Teacher may terminate the individual flexibility arrangement:
- (a)** by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b)** if the Employer and Teacher agree in writing — at any time.

Part 2—Consultation and Dispute Resolution

9. Consultation regarding major workplace change

9.1 Employer to notify

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Teachers, the Employer must notify the Teachers who may be affected by the proposed changes and their representative or representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Teachers to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

9.2 Employer to discuss change

- (a) The Employer must discuss with the Teachers affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on Teachers and measures to avert or mitigate the adverse effects of such changes on Teachers and must give prompt consideration to matters raised by the Teachers and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 9.1.
- (c) For the purposes of such discussion, the Employer must provide in writing to the Teachers concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Teachers and any other matters likely to affect Teachers provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

10. Dispute resolution

10.1 Subject to the provisions of the Act, all grievances, claims or disputes in relation to matters arising under this Agreement or the NES shall be dealt with in the following manner:

- (a)** Any grievance or dispute which arises shall, where possible, be settled by discussion between the Teacher and the Principal or his or her nominee in accordance with any procedures that have been adopted by the Employer.
- (b)** Should the matter not be resolved, it may be referred by either party to Fair Work Australia, or any person agreed between the parties, for conciliation.
- (c)** During the conciliation Fair Work Australia may:
 - (i)** arrange conferences of the parties or their representatives at which the Commissioner is present;
 - (ii)** require the attendance of the parties or their representatives;
 - (iii)** arrange for the parties or their representatives to confer among themselves at conferences at which the Commissioner is not present; and
 - (iv)** if requested by a party, make non-binding recommendations to settle the dispute. Such recommendation shall not be binding on the parties to the dispute and shall not affect any other remedies the parties may have in relation to the dispute.
- (d)** A Teacher who is a party to a dispute must, while the dispute is being resolved:
 - (i)** continue to work in accordance with his or her contract of employment, unless the Teacher has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii)** comply with any reasonable direction given by the school to perform other available work, either at the same workplace or at another workplace.
- (e)** In directing a Teacher to perform other available work, the Employer must have regard to:
 - (i)** the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that Teacher or that other work; and
 - (ii)** whether that work is appropriate for the Teacher to perform.

Part 3—Types of Employment and Termination of Employment

11. Types of employment

11.1 Teachers will be employed in one of the following categories:

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

11.2 Terms of engagement

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, normal teaching load that will be required, requirements to perform extra-curricular duties and an outline of superannuation benefits available to Teachers at the school.
- (b) In the case of a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the School and that their extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- (c) Where the Employer engages the Teacher on a fixed term basis, the letter of appointment will inform the Teacher of the reason the employment is fixed term, the date of commencement and the period of the employment.

11.3 Full-time employment

A full-time Teacher is engaged to work an average of 38 ordinary hours per week, with the hours of work averaged over 12 months.

11.4 Part-time employment

- (a) A part-time Teacher is engaged to work on a regular basis for less than an average of 38 ordinary hours per week, with the hours averaged over 12 months.
- (b) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the College.
- (c) Teaching load and days of attendance may be varied by mutual consent or by notice by the Employer.

- (d) The Employer may vary the teaching load or days of attendance during the school year, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven term weeks' notice in writing or where the change would result in a reduction in salary, the salary is maintained for a period of seven term weeks.
- (e) Where, in Term 4, an unconfirmed student enrolment delays timetabling for the next school year, the Employer will provide not less than four term weeks' notice in writing or maintenance of salary for a period of four term weeks.

11.5 Casual employment

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

11.6 Fixed term employment

- (a) A Teacher may be employed for a fixed period of time of up to 12 months to:
 - (i) undertake a specified project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation;or

- (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the school year;

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

- (b) A fixed term Teacher is not entitled to the following benefits under this Agreement:
 - (i) paid parental leave; and
 - (ii) redundancy, unless the contract of employment is terminated for the reason of redundancy after the Teacher has provided continuous service for not less than 12 months.

12. Termination of employment

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

12.2 Notice of termination by the Employer

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

12.3 Notice of termination by a Teacher

- (a) The notice of termination required to be given by a Teacher is the same as that required of an Employer.
- (b) If a Teacher fails to give the notice specified in clause 12.2 the Employer may withhold from any monies due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

12.4 Job search entitlement

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

12.5 Statement of service

Upon request, the Employer will provide to a Teacher (other than a casual Teacher), a statement of service setting out the commencement and cessation

dates of employment, together with subject levels taught and leadership positions held during the period of employment.

12.6 Termination of casual employment

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

13. Suspension

Notwithstanding any of the provisions in this Agreement, the Employer may suspend a Teacher with or without pay while considering any matter which in the view of the Employer could lead to the Teacher's summary dismissal. Suspension without pay shall not be implemented by the Employer without prior discussion with the Teacher and shall not, except with the Teacher's consent, exceed a period of four weeks.

14. Redundancy

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

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

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and more	16 weeks

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

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and more	20 weeks

14.4 Transfer to lower paid duties

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

14.5 Teacher leaving during notice period

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

14.6 Job search entitlement

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

14.7 Part-time Teachers

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

Part 4—Classifications, Salaries and Related Matters

15. Classifications

15.1 Duties of a Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities, campus and joint campus teacher meetings and professional development, playground and sports duties, and delivery of classroom subjects at any of the Albury or Wodonga school locations for use of specialist facilities like Home Economics, Science etc

15.2 Recognition of previous service

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

15.3 Evidence of qualifications

- (a)** The Employer may require that a Teacher provide documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualification or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.
- (b)** Where a Teacher has completed further teaching experience with another Employer (for example during unpaid leave) or additional qualifications after commencement of employment they will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher provided satisfactory evidence to the Employer within three months of completion. In all other cases the Teacher will be classified and paid from the date satisfactory evidence is provided.

15.4 Progression

A Teacher who is two year trained will commence on Level 1 and progress annually to Level 4 of the salary scale in Schedule A.

A Teacher who is three year trained will commence on Level 2 and progress annually to Level 9 of the salary scale in Schedule A.

A Teacher who is four year trained will commence on Level 3 and progress annually to Level 9 of the salary scale in Schedule A.

A Teacher who is five year trained will commence on Level 4 and progress annually to Level 9 of the salary scale in Schedule A.

15.5 Acting Appointments

If the Employer appoints a Teacher to act in a position of responsibility in accordance with clause 17.1(a) for at least 10 consecutive days, the Employer must pay the Teacher the rate of allowance prescribed for that position.

16. Salaries

A Teacher is entitled to be paid salary in accordance with clause 15 - Classifications and Schedule A - Classifications and Salaries.

17. Allowances

17.1 Responsibility allowance

(a) Eligibility

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

(b) Notification

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

(c) Level of responsibility

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

Level A Positions of leadership such as Lead Teacher of a Campus location, or a Year Level Coordinator or equivalent. This allowance will only be available to four year or five year trained teachers.

Level B Positions of leadership such as a Head of Subject or equivalent

- (ii) The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level A being the most significant level of responsibility.

(d) Amount

- (i) The following allowances apply:

Category	Range (per annum)
Level A	\$4,000 - \$6,000
Level B	\$2,000 - \$4,000

- (ii) Where the position of responsibility is shared, the payments may also be shared.

17.2 Vehicle allowance

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

- (i) Motor car

\$0.74 per kilometre with a maximum payment up to 400 kilometres per week.

- (ii) Motorcycle

\$0.25 per kilometre with a maximum payment up to 400 kilometres per week.

- (b) A Teacher is required to work at the Employer's locations within the Municipal Cities of Albury and Wodonga. The vehicle allowance will only apply when the Employer requires a Teacher to drive the Teacher's private vehicle during the day to another campus of the Employer.

Another campus is defined as a campus of the Employer other than the campus where the Teacher commenced work on that day.

- (c) The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.
- (d) Travelling and other out of pocket expenses reasonably incurred by a Teacher in the course of their duties and authorised in advance, shall be reimbursed by the School.

17.3 Camp allowance

A Teacher required to attend an overnight curriculum-based camp or an overnight curriculum-based excursion will be paid an allowance of \$60 per night.

17.4 Supervision of student teachers

Where supervision of student teachers is required as part of a Teacher's duty, the Teacher shall receive all payments made by the Student Teachers Training Institution for such supervision.

18. Payment of wages

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

19. Remuneration packaging

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

20. Superannuation

20.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Teachers have the opportunity to choose their own superannuation fund. If a Teacher does not choose a superannuation

fund, the default superannuation fund will be the New South Wales Non-Government Schools Superannuation Fund, or a successor fund.

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

20.2 Employer contributions

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

20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 20.2.
- (b) A Teacher may adjust the amount the Teacher has authorised the Employer to pay from the wages of the Teacher from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 20.3(a) and (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 20.1 and 20.2 to another superannuation fund, the amount authorised will be paid to the complying superannuation fund chosen by the Teacher.

21. Accident pay

21.1 Teachers in Victoria

- (a) A Teacher employed to work in Victoria is entitled to accident pay in accordance with clause 33-Accident make-up pay of the *Victorian Independent Schools – Teachers – Award 1998 (AW802001CRV)*. This clause is reproduced in Schedule 3 – Accident Pay to this Agreement.
- (b) A Teacher's entitlement to accident pay will cease in accordance with the Award on 31 December 2014 or such later date as may be provided for by the Award.

21.2 Teachers in New South Wales

- (a) The Employer will provide accident pay to a Teacher employed to work in New South Wales in accordance with clause 21.1(a).

- (b) A Teacher's entitlement to accident pay will cease on 31 December 2014.

21.3 All teachers

For the purpose of clarity, a Teacher who is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation benefits pursuant to the relevant State accident compensation legislation, as amended from time to time:

- (a) does not accrue annual leave or personal/carer's leave; and
- (b) accrues long service leave, as permitted by the relevant State legislation.

Part 5—Hours of Work and Related Matters

22. Ordinary hours of work

- 22.1** This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 22.2** The ordinary hours of a Teacher may be averaged over a 12 month period.
- 22.3** The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 22.4** Lead Teachers may by agreement have different attendance requirements in support of strategic school planning needs with the Principal and Deputy Principal.
- 22.5** The following circumstances are not included as attendance days:
- (a)** co-curricular activities that are conducted on a weekend;
 - (b)** College-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
 - (c)** when the Teacher appointed to a responsibility position is performing duties in non-term weeks that are directly associated with the responsibility position;
 - (d)** exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which an Teacher may be recalled to perform duties relating to their position.
- 22.6** The Employer will give written notice of the term weeks and the days in non term weeks requiring Teachers' attendance, six (6) months in advance of the requirement to attend. Where the Employer gives less notice of the days of attendance in non term weeks, a Teacher, who has a commitment that cannot be changed, will not be required to attend.
- 22.7** The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the school year or a proportion of the school year. The Teacher's absence from school during non-term weeks is deemed to include their entitlement to annual leave

23. Graduates and mentors

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

24. Breaks

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

Part 6—Leave and Public Holidays

25. Annual leave

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

25.2 Timing of annual leave

A Teacher must take annual leave during non-term weeks. Leave must generally be taken, in the case of a Teacher whose employment with the Employer is continuing into the next school year in the four-week period immediately following the final week of the current school year, unless otherwise agreed with the Employer.

25.3 Crediting of annual leave

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

26. Pro rata payment of salary inclusive of annual leave

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

26.2 The provisions of this clause will apply:

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

26.3 Termination of employment

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

26.4 Teachers who commence employment after the commencement of the school year

A Teacher who commences employment after the usual date of commencement in any school year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the school year and will not receive any salary or other payment until the commencement of the next school year.

26.5 Teachers who take approved leave without pay

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

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

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

26.6 Calculation of payments

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

- P is the payment due
- s is the total salary paid in respect of term weeks, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of term weeks, or part thereof in the school year
- c is the number of non-term weeks, or part thereof, in the school year
- d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school service date or date of employment in circumstances where the Teacher has been employed by the Employer since the school service date

26.7 For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the school year in their first year of service with the Employer; and
- (b) **Teacher** means a Teacher other than a casual Teacher; and
- (c) any period of paid maternity or adoption leave is not included in the calculation of 's' or 'd' in this formula.

26.8 The formula in clause 26.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school year in which the formula is applied.

27. Annual leave loading

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

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

- (a) as a lump sum with the December salary annual leave payment; or
- (b) on the termination of employment by either party.

27.3 Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked by Teacher in that school year}}{\text{Total term weeks in that school year}}$$

28. Personal/carer's leave

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

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

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

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

- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, and
- (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,

provided that the notice and evidentiary requirements are met.

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

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

28.7 Where the Teacher has exhausted the paid personal/carer's leave entitlement, the Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.

28.8 A casual Teacher may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Teacher.

28.9 Notice and evidentiary requirements

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

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

(i) the Teacher produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;

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

29. Compassionate leave

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

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

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

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

30. Community service leave

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

30.2 Jury service leave is a form of community service leave provided by the NES.

30.3 Jury service leave

- (a)** A Teacher who is required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- (b)** A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service.
- (c)** A Teacher must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- (d)** The Teacher must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- (e)** The Employer will reimburse a Teacher granted leave an amount equal to the difference between the amount paid in respect of the Teacher's attendance for such jury service and the amount of salary the Teacher would have received had the Teacher not been on jury service.

31. Military Reserve leave

A Teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purposes of attending any compulsory camp or posting.

32. Public holidays

32.1 Public holidays are provided for in the NES with the understanding that Teachers will follow either the Victorian or New South Wales listed public holidays as gazetted.

32.2 Substitution of public holidays

The Employer, with agreement of Teachers, may substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the school year.

33. Long service leave

Long service leave is provided for in the NES. Schedule B – Long service leave specifies the entitlement to long service leave.

34. Parental leave

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

34.2 Definition

For the purpose of this clause:

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

34.3 Increase in entitlements

- (a)** A Teacher is entitled to up to 104 weeks unpaid parental leave, where the Teacher has or will have responsibility for the care of a child. The 104 week period of leave is an automatic entitlement and to avoid any doubt, 104 weeks is the total amount of unpaid parental leave which can be taken.
- (b)** A Teacher, who is entitled to unpaid concurrent parental leave under section 72 of the Act may request the Employer to allow the Teacher to extend the period of concurrent unpaid parental leave provided for in the NES up to a maximum of eight weeks, to assist the Teacher in reconciling work and parental responsibilities. The application must be made not less than 10 weeks prior to the commencement date of the concurrent period of parental leave, where practicable.

34.4 Variation of period of parental leave

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

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

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

34.7 Casual Teacher

- (a) The Employer must not fail to re-engage a regular casual Teacher because:
 - (i) the Teacher or the Teacher's spouse or de facto partner is pregnant; or
 - (ii) the Teacher is or has been immediately absent on parental leave.
- (b) The rights of the Employer in relation to the engagement and re-engagement of a casual Teacher are not affected, other than in accordance with this clause.

35. Paid parental leave

35.1 Application

- (a) This clause does not apply to a casual or fixed term Teacher.
- (b) This clause applies to a full-time or part-time Teacher who is entitled to unpaid parental leave in accordance with the NES and clause 33 - Parental Leave.
- (c) The period of paid birth-related or paid adoption-related leave, including any period of concurrent leave, counts as a period of service under this Agreement.
- (d) The payments in clauses 35.2, 35.3 and 35.4:
 - (i) are not payable during a period of paid leave;
 - (ii) are payable at the Teacher's ordinary rate of pay; and
 - (iii) are payable to only one employee, where the Employer employs both parents of the child.

35.2 Birth-related leave

- (a) A Teacher, who has completed at least 12 months' continuous service with the Employer as at the date or the expected date of birth of the Teacher's child, is entitled to 14 weeks of leave with pay to be responsible for the care of the child.
- (b) If the Teacher takes less than 14 weeks of leave with pay to be responsible for the care of a child, the Teacher will be paid for the period of leave taken.
- (c) The period of leave with pay comprises birth-related leave and annual leave that would otherwise accrue during the birth-related leave.
- (d) A Teacher must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a

payment pursuant to this clause for the birth of a second or subsequent child.

35.3 Adoption-related leave

- (a) A Teacher, who has completed at least 12 months' continuous service with the Employer as at the date or the expected date of placement of a child with the Teacher, is entitled to 14 weeks of leave with pay to be responsible for the care of the child.
- (b) If the Teacher takes less than 14 weeks of leave with pay to be responsible for the care of the child, the Teacher will be paid for the period of leave taken.
- (c) The period of leave with pay comprises adoption-related leave and annual leave that would otherwise accrue during the adoption-related leave.
- (d) A Teacher must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the adoption or birth of a second or subsequent child.

35.4 Paid partner leave

A Teacher who has completed at least 12 months' continuous service with the Employer as at the date of birth or placement of the child and takes concurrent leave of at least one week, will be paid at the Teacher's ordinary rate of pay for that week.

36. Leave without pay

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

37. Infectious diseases leave

- (a) A Teacher who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Teacher has contracted the disease through a contact at the School and the disease is evident in the School:
 - German measles
 - Chickenpox
 - Measles
 - Mumps
 - Scarlet fever
 - Whooping cough
 - Rheumatic fever, or
 - Hepatitis.

- (b) The Teacher must produce a medical certificate which specifically names the disease.

38. Examination leave and study assistance

- 38.1** A Teacher will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.
- 38.2** The Employer may provide study assistance to a Teacher undertaking a Principal-approved course of study.
- 37.3** A Teacher will be granted leave without pay for the purpose of attending any compulsory residential school which is part of an approved relevant course of study.

39. Qualification conferral leave

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

Schedule A – Classifications and Salaries

A.1 Classifications

Five year trained means a teacher who has completed a degree that requires a minimum of four years of full-time study at an Australian university and in addition has satisfactorily completed a postgraduate degree in teacher education at an Australian university requiring at least one year of full-time study or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority.

Four year trained means a teacher who has completed a degree in education that requires a minimum of four years of full-time study at an Australian university or who has completed a degree that requires a minimum of three years of full-time study at an Australian university and in addition has satisfactorily completed a postgraduate degree in teacher education at an Australian university requiring at least one year of full-time study or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority.

Three year trained means a teacher who has completed a degree in education that requires three years of full-time study at an Australian university or the equivalent as determined by the National Office of Overseas Skills Recognition, or the relevant State or Territory teacher registration authority.

Two year trained teacher (Only Victoria) means any teacher with vocational qualifications either at Certificate or Diploma level and the TAE04 or equivalent and are required to undertake and achieve Victorian Institute of Teaching registration within the first 12 months of employment.

A.2 Salaries

The salary for a full-time Teacher will be determined in accordance with clause 16 – Classifications, clause 17 – Salaries and this Schedule, and will be not less than the salary prescribed by the following table.

Level	Annual Salary			
	From the first full pay period commencing on or after the commencement of the Agreement			
	School Year	School Year	School Year	School Year
	2011	2012	2013	2014
	\$	\$	\$	\$
1	54,500	56,680	58,947	61,305
2	56,000	58,240	60,570	62,993
3	59,000	61,360	63,814	66,367
4	62,400	64,896	67,492	70,192
5	64,400	66,976	69,655	72,441
6	66,400	69,056	71,818	74,691
7	68,400	71,136	73,981	76,943
8	71,000	73,840	76,794	79,866
9	75,000	78,000	81,120	84,365

A.3 The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

A.4 Annual leave loading

The annual salary in clause A.2 does not include annual leave loading.

A.5 Part-time teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of clause 11.4.

A.6 Casual Teacher

A.6.1 The salary payable to a casual Teacher will be not less than the salary prescribed by the following table.

Rate of Pay from the first full pay period commencing on or after the commencement of the Agreement

	School Year 2011	School Year 2012	School Year 2013	School Year 2014
	\$	\$	\$	\$
Full day	268	279	290	302
Half day	134	139.50	145	151
Hour	44.67	46.50	48.33	50.33

A.6.2 A casual Teacher will be paid for a day or a half day.

A.6.3 A casual Teacher will be paid for a minimum of half a day; where a day is the usual required attendance time for a Teacher at the College and a half day is half the usual required attendance time.

A.6.4 The maximum rate payable to a Teacher for a day's work is the full day rate.

A.6.5 An exception to clauses A.6.2 and A.6.3 is where a part-time Teacher already at work agrees to work additional hours on that day as a casual Teacher, the Teacher will be paid at the hourly rate. The hourly rate is in lieu of paid leave entitlements.

Schedule B – Long Service Leave

B.1 Relationship with Awards and Legislation

B.1.1 Section 113 of the Act specifies the entitlement to long service leave at the time of making of this Agreement.

B.1.2 At the time of making this Agreement

- (a) a Teacher employed in Victoria is entitled to long service leave in accordance with clause 27 - Long service leave of the *Victorian Independent Schools – Teachers – Award 1998* (AW802001CRV),
- (b) a Teacher employed in New South Wales is entitled to long service leave in accordance with clause 9.5 – Long service leave of the *Teachers (Independent Schools) (State) Award 2007* (No. IRC 2800 of 2006),

except where this Agreement expressly varies the entitlement.

B.1.3 Except in so far as expressly varied by this Schedule, the provisions of the

- *Long Service Leave Act 1992* (Vic) apply to a Teacher employed in Victoria, and
- *Long Service Leave Act 1955* (NSW) apply to a Teacher employed in New South Wales.

B.2 Definitions for this Schedule

B.2.1 A Teacher is deemed to have completed a **year of employment** if the Teacher has been employed for the whole of the term weeks of the school year.

B.2.2 Where a Teacher works in both Victoria and New South Wales during a school year, the Teacher will be deemed to have worked in the State in which more hours were worked. Where equal hours were worked in both States, the Teacher may elect the State of employment at the end of each school year.

B.2.3 For the purpose of determining the Teacher's **State of employment** to calculate a Teacher's entitlement to long service leave at the time that the long service leave is being taken or being paid due to the cessation of employment:

- a Teacher will be deemed to be employed in Victoria, if the Teacher has completed more years of employment in Victoria;
- a Teacher will be deemed to be employed in New South Wales if the Teacher has completed more years of employment in New South Wales; or
- the completed years of employment, including a part-year of employment, have been spent equally working in Victoria and new South Wales, the Teacher may elect the state of employment.

B.2.4 In this Schedule, the term **continuous employment** is used to replace the terms of continuous employment (Victoria) and continuous service (New South Wales), which are defined, respectively, as follows:

- in Victoria, continuous employment is defined by ss.62, 62A and 63 of the *Long Service Leave Act 1992* (Vic)
- in New South Wales, continuous service is defined by s.4(11) of the *Long Service Leave Act 1955* (NSW).

B.3 Quantum of leave

B.3.1 The amount of long service leave to which a Teacher is entitled will

- (a) in the case of a Teacher who has completed at least ten years of continuous employment with the Employer be:
- (i) in respect of ten years of continuous employment so completed, 13 weeks;
 - (ii) in respect of each additional five years of continuous employment completed since the Teacher last became entitled to long service leave, 10 weeks; and
 - (iii) on the termination of the Teacher's employment, in respect of completed employment since the Teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of two weeks for one year of continuous employment.
- (b) in the case of a Teacher in New South Wales who has completed at least five years of continuous employment and whose employment is terminated by the Employer for any reason other than misconduct or

ceases for any other reason, be a proportionate amount on the basis of 13 weeks' long service leave for ten years of continuous employment.

- (c) in the case of a Teacher in Victoria who has completed at least seven years of continuous employment and whose employment is terminated for any cause other than by the Employer for serious misconduct, be a proportionate amount of long service leave on the basis of 13 weeks' long service leave for ten years of continuous employment.

B.3.2 If a Teacher who has completed at least seven years of continuous employment and is entitled to any amount of long service leave dies before or while taking long service leave, then the Employer will pay an amount equal to the ordinary pay that would have been payable to the Teacher in respect of the period of long service leave not taken to the Teacher's personal representative.

B.4 Payment in lieu of long service leave

B.4.1 Victoria

- (a) While s. 113 of the Act acts to prohibit the cashing out of long service leave in Victoria, the Employer will not permit a Teacher employed in Victoria to cash out any long service leave.
- (b) Should s. 113 of the Act change to permit the cashing out of long service, the Employer will apply clause B.4.2 to a Teacher employed in Victoria.

B.4.2 New South Wales

- (a) Where a Teacher takes long service leave for an entire school term, the Teacher may request and the Employer may agree that, in addition to the long service leave, the Teacher be paid an amount in lieu of any additional long service leave accumulated by the Teacher, prior to the commencement of the long service leave.
- (b) The payment made by the Employer in lieu of long service leave in clause B.4.2(a) will not exceed five weeks' salary.
- (c) Any payment in clause B.4.2(a) will be paid by the Employer upon the commencement of the Teacher's long service leave, unless otherwise agreed between the Teacher and the Employer.
- (d) Where a payment in lieu of long service leave is paid by the Employer in accordance with this clause, a Teacher's entitlements to long service leave will be reduced by the extent of such payment.

B.5 Conditions of taking leave

B.5.1 Victoria

The taking of leave is determined by the *Long Service Leave Act 1992 (Vic)*.

B.5.2 New South Wales

- (a) Where a Teacher has become entitled to long service leave in respect of the Teacher's service with the Employer, the Employer will give to the Teacher and the Teacher will take the leave as soon as practicable having regard to the needs of the Employer provided always that unless the Employer otherwise agrees the Teacher will give not less than two school terms' notice of the Teacher's wish to take leave and further provided that the Employer will give the Teacher not less than two school terms' notice of any requirement that such leave be taken.
- (b) Where long service leave is taken so that it commences on the first day after a period of non term weeks, which falls between school terms, and concludes on the last day prior to a period of non term weeks, such long service leave will be exclusive of the periods of non term weeks occurring prior to and following the period of long service leave.
- (c) A period of long service leave taken wholly within one term will also be exclusive of the periods of non term weeks, adjacent to the period of leave, if the taking of long service leave of less than one term has been approved by the Employer.
- (d) Where a Teacher requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with clauses B.5.2(b) and (c) the conditions of clauses B.5.2(b) and (c) will apply.
- (e) Where long service leave is not taken in full term periods or in accordance with clause B.5.2(b) and (c), it will be inclusive of periods of non term weeks.
- (f) Where a Teacher is entitled to an amount of long service leave which is in excess of a school term the Teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the Teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

B.6 Mode of employment and payment

B.6.1 Victoria

- (a) A Teacher whose service has been

 - all full-time or
 - all at the same part-time fraction

is paid during long service leave at the Teacher's normal salary.
- (b) Where a Teacher's time fraction during service has varied, salary when proceeding on long service leave is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Teacher's time fractions over the period of eligible service.

B.6.2 New South Wales

The payment of long service leave will be in accordance with the *Long Service Leave Act 1955* (NSW).

B.7 Long service leave and public holidays

B.7.1 Victoria

A period of long service leave will be exclusive of any public holidays falling within the period of leave.

B.7.2 New South Wales

A period of long service leave will be inclusive of any public holidays falling within the period of leave.

B.8 Long service leave and parental leave

The employment of a Teacher with the Employer will be deemed continuous notwithstanding that service has been interrupted by reason of the Teacher taking parental leave. The period of paid birth-related, adopted-related or concurrent partner leave will be taken into account for calculating the period of continuous employment. The period of unpaid birth-related, adopted-related or concurrent partner leave will not be taken into account.

B.9 Long service leave and leave without pay

Where a Teacher takes approved leave without pay, the period of leave without pay will not be taken into account for the purpose of calculating the period of continuous employment, except at the discretion of the Employer.

B.10 Illness on long service leave in Victoria

- (a)** Subject to the production of a supporting medical certificate, a Teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as personal leave but only to the extent that the Teacher is entitled to personal/carer's leave.
- (b)** The Employer may require a Teacher who claims personal/carer's leave whilst on long service leave to be examined by a legally qualified medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.
- (c)** Subject to clause B.10(a) and (b), the Teacher's long service leave will be extended by the period of illness.
- (d)** An exception to clause B.10(c) is that the Employer and the Teacher may agree that the Teacher will return from long service leave as planned with the period of illness increasing the Teacher's accrued long service leave entitlement.

Schedule C – Accident pay

This Schedule reproduces clause 33 - Accident make-up of the *Victorian Independent Schools – Teachers – Award 1998 (AW802001CRV)*.

33. Accident make-up pay

33.1 Definitions

For the purposes of this clause:

Relevant Act means in respect of an injury occurring prior to 4 p.m. on 31 August 1985 the Workers' Compensation Act 1958 or, in any other case, the Accident Compensation Act 1985 as amended from time to time;

Injury has the same meaning as applies under the Relevant Act;

Incapacity has the same meaning as applies under the Relevant Act.

33.2 Entitlement to accident make-up pay

33.2.1 Subject to 33.3, 33.4 and 33.5, the employer will pay a teacher accident make-up pay if the teacher suffers an injury compensated under the Relevant Act.

33.2.2 Accident make-up pay will be calculated as follows:

- (a) for each day that the teacher is or is deemed to be totally incapacitated, the teacher will be paid an amount representing the difference between the teacher's remuneration, including the total weekly award rate and any weekly overaward payments, at the date of the injury together with any variation in award rates, and the amount of compensation payable under the Relevant Act for the day in question;
- (b) for each day that the teacher is partially incapacitated, the teacher will be paid an amount representing the difference between the teacher's remuneration, including the total weekly award rate and any weekly overaward payments, at the date of the injury together with any variation in award rates, and the amount of compensation payable under the Relevant Act for the day in question together with the amount the teacher is earning or is able to earn in some suitable employment (as defined by the Relevant Act or as agreed between the parties).

33.3 Eligibility for accident make-up pay

In order for a teacher to be eligible for accident make-up pay in accordance with 33.2:

- (a) the teacher, or a representative of the teacher, must give notice in writing of the injury to the employer as soon as reasonably practicable;
- (b) the teacher must furnish evidence of the injury from time to time as required by the employer during the period of payment;
- (c) the teacher must advise the employer of any civil action or claim for damages the teacher may make;

- (d) the teacher must attend medical examinations by a legally qualified medical practitioner, provided and paid for by the employer, as required by the employer in accordance with the Relevant Act; and
- (e) the teacher must authorise the employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

33.4 When entitlement ceases

A teacher will cease to be entitled to accident make-up pay if any of the following occur:

- (a) the teacher ceases to be compensated under the Relevant Act;
- (b) the teacher obtains a judgment or settlement for damages in respect of the injury from a third party;
- (c) there is redemption of weekly compensation payments by the payment of a lump sum benefit under the Relevant Act;
- (d) the partially incapacitated teacher fails to take reasonable steps to find alternative employment;
- (e) accident make-up pay has been paid for 39 weeks in respect of the same injury;
- (f) the teacher dies.

33.5 Effect of termination of employment

Termination of the employment of a teacher otherwise entitled to accident make-up pay does not affect the teacher's entitlement except where:

- (a) the termination is due to serious misconduct by the teacher; or
- (b) a partially incapacitated teacher voluntarily terminates the teacher's employment in circumstances where the employer is able and willing to offer the teacher suitable employment.

33.6 Accident make-up pay not payable

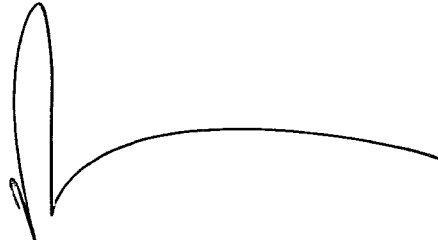
Accident make-up pay will not be payable:

- (a) during the first five (5) working days of incapacity;
- (b) during the first two (2) weeks of employment;
- (c) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the teacher has been employed for less than four (4) weeks; or
- (d) if the teacher is on paid leave.

Signing Page

EXECUTED as an agreement

SIGNED for and on behalf of **ALBURY WODONGA COMMUNITY COLLEGE** by an authorised officer in the presence of



Signature of authorised officer
Rodney Wanderman
7 Hamilton Court
BARRANDUWA VICTORIA 3691
Name and address of authorised officer
Chief Executive Officer
Company Secretary
Office held

Signature of witness



Name of witness (print)

KAREN KNIGHT.

SIGNED for and on behalf of the Teachers of the Albury Wodonga Community College by the **INDEPENDENT EDUCATION UNION OF AUSTRALIA** by an authorised person in the presence of



Signature of witness

LYNETTE M. RENNO

Name of witness (print)



Signature of authorised officer
CHRISTOPHER WATI
10/40 BRISBANE AVE
BARTON ACT 2600
Name and address of authorised officer
FEDERAL SECRETARY
IEUA.
Office held

NB -
name, address
& office must
be added on
each copy
C.