

Beaconhills College Teachers Agreement 2009-2012

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Beaconhills College Teachers Agreement 2009-2012 (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.

<u>Part Title</u>	<u>Part Number</u>	<u>Clause Numbers</u>
Application and Operation of Agreement	1	1 – 7
Employment Relationship	2	8 – 11
Classification and Remuneration	3	12 – 16
Leave and Other Absences	4	17 – 30
Termination of Employment and Related Matters	5	31 – 33
Other Provisions	6	34 – 36

<u>Clause Title</u>	<u>Part Number</u>	<u>Clause Number</u>
Accident Compensation and Accident Make-Up Pay	4	30
Annual Leave	4	17
Annual Leave Loading	4	18
Arrangement	1	2
Breakage and Loss	6	34
Classifications and Salary	3	12
Commencement Date and Period of Operation	1	3
Compassionate Leave	4	20
Definitions	1	6
Dispute Resolution Procedures	1	7
Examination Leave	4	27
Hours of Work	2	10
Infectious Diseases Leave	4	21
Jury Service Leave	4	29
Leave without Pay	4	26
Long Service Leave	4	24
Meal Allowance	6	33
Modes of Employment	2	8
Non Attendance Time	2	11
Notice of Termination	5	31
Parental Leave	4	22
Parental Allowance	4	23

Beaconhills College Teachers Agreement 2009-2012

Parties Bound	1	4
Payment Arrangements	3	15
Personal Leave	4	19
Protective Clothing	6	35
Public Holidays	4	25
Qualification Conferral Leave	4	28
Qualifying Period	2	9
Recognition of Higher Qualifications	6	38
Redundancy	5	32
Relationship to Award	1	5
Remuneration Packaging	3	13
Staff Consultative Committee	6	37
Statement of Service	6	36
Superannuation	3	14
Title	1	1
Withholding of Monies	3	16

Schedule Title

Schedule Number

Classification Structures	1
Rates of Pay	2

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 three years from the operative date.

4 PARTIES BOUND

This Agreement binds:

- i. the Employer; and
- ii. Teachers, including Permission to Teach Teachers.

5 RELATIONSHIP TO AWARD

This Agreement replaces the Award.

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

Beaconhills College Teachers Agreement 2009-2012

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.)
Authorised Leave	means leave, or an absence, whether paid or unpaid, that is authorised (a) by an employee's employer; or (b) by or under a term or conditions of an employee's employment; or (c) by or under a law, or an instrument in force under a law, of the Commonwealth or the State (s.224 of the Act)
Award	means the <i>Victorian Independent Schools - Teachers - Award 1998</i> or 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 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Board	means the Board of Governors, Beaconhills Christian College Ltd
Casual Teacher	means a Teacher employed pursuant to subclause 8.4 (clause 8 – Modes of Employment) of this Agreement
College	means Beaconhills Christian College Ltd ABN 48 006 204 548 trading as Beaconhills College
Commission	means the Australian Industrial Relations Commission or its successor
Employee	means a Teacher employed by the Employer to teach students in the Preparatory to Year 12 educational programme
Employer	means the Beaconhills College ABN 48 006 204 548
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Teacher	means a Teacher employed pursuant to subclause 8.3 (clause 8 – Modes of Employment) of this Agreement
Full Time Teacher	means a Teacher employed pursuant to subclause 8.1 (clause 8 – Modes of Employment) of this Agreement.
Headmaster	means Headmaster of Beaconhills College or his nominee
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 Teacher. A de facto spouse means a person who lives with the Teacher as his or her partner on a bona fide domestic basis, although not legally married to the Teacher; 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 Teacher or spouse of the Teacher
Non Attendance	means a period of time that will be announced in advance of the new

Beaconhills College Teachers Agreement 2009-2012

Time	School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government school teachers (less 4 weeks' annual leave)
Part Time Teacher	means a Teacher employed pursuant to subclause 8.2 (clause 8 – Modes of Employment) 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 <ul 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>)
Position of Responsibility	means a position requiring the performance of administrative, pastoral care and/or other leadership duties for which an allowance is paid
Registered Health Practitioner	means persons registered under the <i>Health Professions Registration Act 2005</i> (Vic.), which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists, and psychologists
School Year	means the twelve months from the day that Teachers are required to attend the College for the new educational year
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes a qualified teacher librarian but does not include the Headmaster or a Head of Campus
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

7.1 Where there is a dispute between a Teacher (or Teachers) and the Employer ('the parties') about the application, or interpretation of, this Agreement (the matter in

Beaconhills College Teachers Agreement 2009-2012

dispute), the procedure outlined in 7.2 will apply.

7.2 The procedure is as follows.

Step 1

Every attempt will be made to resolve the matter by discussions between the Employer and the Teacher(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

Where the matter is not resolved by Step 1, the Employer or the Teacher(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 Teacher(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 for its assistance in resolving the matter by conciliation. 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.

Step 5

Where the matter is not resolved by conciliation, either party may request the Commission to arbitrate the matter in dispute. Any such arbitration will be subject to, and in accordance with, this clause. In arbitrating the matter in dispute, the Commission may only:

- (a) give directions about the process to be followed within the School to resolve the matter in dispute; and/or
- (b) determine the matter in dispute consistent with the limits or standards set by the relevant provisions of this Agreement.

7.3 Until the matter is determined, work will continue normally in accordance with the custom or practice existing before the matter arose, while discussions take place.

7.4 No party will be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this provision.

PART 2 EMPLOYMENT RELATIONSHIP

8 MODES OF EMPLOYMENT

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

8.1 Full Time Teachers

Beaconhills College Teachers Agreement 2009-2012

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

8.2 Part Time Teacher

1. The Employer may employ a Teacher on a part time basis in accordance with this Agreement.
2. Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken by the Part Time Teacher.
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 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:

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

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

8.3 Fixed Term Teacher

1. The Employer may employ a Teacher to work on a replacement basis or for a specified period of time as full time or part time:
 - to replace one or more Teachers who are on leave;
 - 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 a Teacher 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; or
 - to replace a Teacher who provided notice of termination of employment after the commencement of Term 4. The period of appointment must not exceed the end of the following School Year.
2. A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.
3. Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher 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

Beaconhills College Teachers Agreement 2009-2012

- the rights of any Teacher being replaced.
4. Subject to clause 9 – Qualifying Period, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 31 – Notice of Termination.
 5. A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:
 - notice of termination (where the date of cessation of employment is stated at the time of appointment);
 - jury service leave;
 - parental allowance; and
 - redundancy.
- 8.4 Casual Teacher
1. The Employer may employ a Teacher as a Casual Teacher in accordance with this Agreement.
 2. A Casual Teacher is entitled to the rate of pay specified in Schedule 2. This rate of pay includes a loading in lieu of paid leave entitlements.
 3. The Employer will engage a Casual Teacher for a full day or a half day.
 4. A Casual Teacher is not entitled to any of the following benefits under this Agreement:
 - notice of termination of employment;
 - redundancy;
 - remuneration packaging;
 - annual leave;
 - jury service leave;
 - non attendance time;
 - leave loading;
 - public holidays;
 - paid personal leave;
 - parental allowance;
 - paid compassionate leave; and
 - accident make-up pay.
 5. A Casual Teacher is entitled to unpaid carer's leave and unpaid parental leave.
 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.

9 QUALIFYING PERIOD

- 9.1 A Teacher's employment is contingent upon the satisfactory completion of a six

Beaconhills College Teachers Agreement 2009-2012

month qualifying period.

- 9.2 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to provide the relevant notice of termination in clause 31 – Notice of Termination 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 a Teacher within the first six months of the Teacher's employment commencing, the Teacher is entitled to four weeks' notice or payment in lieu of notice.
- 9.4 If the Teacher is to resign within the first six months of the Teacher's employment commencing, then the Teacher is required to give the same notice required of the Employer in 9.3 above.

10 HOURS OF WORK

- 10.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. For the avoidance of doubt, hours are not averaged over periods of Authorised Leave. 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.
- 10.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 10.3 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.

11 NON ATTENDANCE TIME

- 11.1 A Teacher is not required or requested to attend at the College during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 11.2 The Employer may require a Teacher with a Position of Responsibility to attend the College during Non Attendance Time. The Employer will consult Teachers with Positions of Responsibility in relation to any attendance requirements, which will be mutually agreed, during Non Attendance Time.
- 11.3 Non Attendance Time is not a period of Authorised Leave for the purpose of the Act.
- 11.4 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 11.5
- 11.5 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,

Beaconhills College Teachers Agreement 2009-2012

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:

$$\frac{\text{Teacher's Attendance Time} \times \text{Non Attendance Time}}{\text{College's Attendance Time}} - \text{Non Attendance Time already taken}$$

Note: Amounts to be specified as weeks or part-weeks.

PART 3 CLASSIFICATION AND REMUNERATION

12 CLASSIFICATIONS AND SALARY

- 12.1 Schedule 1 sets out the classification structure/s and relevant progression arrangements.
- 12.2 Schedule 2 sets out the rates of pay.
- 12.3 To the extent necessary, the Employer and the Teacher agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months and includes the rates of pay in Schedule 2.
- 12.4 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

13 REMUNERATION PACKAGING

- 13.1 Upon receiving a written election for a remuneration packaging arrangement from the 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.
- 13.2 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.

14 SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to nine (9) per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Teacher, excluding a fund where the Employer is required to become a participating employer. Should the Teacher not nominate a complying superannuation fund for this purpose, the contribution will be made to the Combined Fund or a successor fund.

Beaconhills College Teachers Agreement 2009-2012

15 PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Teacher's nominated financial institution account once every month, with payment being made as nearly as possible on the middle of each month, including one half month in arrears and one half month in advance.

16 WITHHOLDING OF MONIES

16.1 Subject to 16.2, in the event that a Teacher does not provide the full notice required by clause 9 – Qualifying Period or clause 31 – Notice of Termination, as appropriate, the Employer is entitled to withhold from any monies owing to the Teacher an amount equal to the remuneration that the Teacher would have earned for the number of weeks or days of the notice period that the Teacher did not work.

16.2 Subclause 16.1 does not entitle the Employer to withhold any monies owing to a Teacher 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.

16.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to a Teacher from sources including (but not limited to) the following:

- i. unpaid salary or wages to the extent to which such entitlements exceed the Teacher's Basic Periodic Rate of Pay;
- ii. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992 (Vic)*); and
- iii. any amounts owing to the Teacher for an unpaid bonus or allowance.

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

PART 4 LEAVE AND OTHER ABSENCES

17 ANNUAL LEAVE

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

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

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

17.4 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.

Beaconhills College Teachers Agreement 2009-2012

- 17.5 A Teacher will take all accrued annual leave during the shut down period
- 17.6 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:

$$\frac{\text{Teacher's Attendance Time} \times \text{Annual Leave}}{\text{College's Attendance Time}} - \text{Annual Leave already taken}$$

Note: Amounts specified in weeks or part weeks

18 ANNUAL LEAVE LOADING

- 18.1 A Teacher 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 (4) weeks' annual leave.
- 18.2 Annual leave loading is paid with each salary payment throughout the School Year.
- 18.3 A Teacher who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \times \text{Teacher's Attendance Time (weeks)}}{\text{College's Attendance Time (weeks)}} \times 4 \times \frac{\text{Annual Salary}}{52.18}$$

19 PERSONAL LEAVE

- 19.1 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. This clause does not reproduce Division 5 of Part 7 of the Act in full.
- 19.2 Entitlement
1. A Teacher is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
 2. For a Full Time Teacher, the personal leave entitlement, which may be used for sick leave and carer's leave, equates to 15 days per year of service. A Part Time Teacher is entitled to paid sick leave on a pro rata basis based on specified hours in clause 10 – Hours of Work.
 3. Paid sick leave is taken by the Teacher because of a personal illness or injury.
 4. Paid carer's leave is taken by the Teacher 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. A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Teacher is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 10 – Hours of Work. Carer's leave, if not used in any year, does not accrue as a separate entitlement.

Beaconhills College Teachers Agreement 2009-2012

5. Where the Teacher has exhausted the paid personal 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.
6. 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.
7. The amount of personal leave, a Full Time Teacher may take as sick leave, depends upon how long the Teacher 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.
8. 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.
9. A Teacher is entitled to sick leave provided that:
 - the Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for any absence of more than two consecutive days;
 - the Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for any absence continuous with a public holiday or the first or last day of a term to which the Teacher is entitled and which would not otherwise require the production of a certificate;
 - the Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer where the number days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.
10. A Teacher is entitled to carer's leave provided that:
 - the Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for an absence of more than two consecutive days, if the member of the Teacher's Immediate Family or household is ill or injured; or
 - the Teacher produces a statutory declaration made by the Teacher to the Employer for an absence of more than two consecutive days, if a member of the Teacher's Immediate Family or household is affected by an unexpected emergency ;

Beaconhills College Teachers Agreement 2009-2012

- the Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for any absence continuous with a public holiday or the first or last day of a term to which the Teacher is entitled and which would not otherwise require the production of a certificate;
- the Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer where the number days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

20 COMPASSIONATE LEAVE

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

20.2 Entitlement

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

21 INFECTIOUS DISEASES LEAVE

21.1 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.

21.2 The Teacher 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.

Beaconhills College Teachers Agreement 2009-2012

22 PARENTAL LEAVE

22.1 Relationship with Act

Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7) of the Act, except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 6 of Part 7 of the Act in full.

22.2 Application

1. Parental leave applies to a Teacher, other than a Casual Teacher, unless the Casual Teacher is an eligible casual employee.
2. The rights of the Employer in relation to engagement and re-engagement of a Casual Teacher are not affected, other than in accordance with this clause.

22.3 Definitions

1. For the purposes of this clause, **child** means a child of the Teacher under school age. Except that for the purposes of adoption, a **child** is an **eligible child** and means a person under **school age**, which is ordinarily between 4.5 and 6.5 years, who is placed with the Teacher, other than a child or step-child of the Teacher or of the spouse of the Teacher or a child who has previously lived continuously with the Teacher for a period of six months or more.
2. For the purposes of this clause, an **eligible casual employee** means a Casual Teacher:
 - i. 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
 - ii. 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.
3. For the purposes of this clause, **continuous service** means service with the Employer as a Teacher 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 eligible casual employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Teacher had a reasonable expectation of continuing employment by the Employer.
4. A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse.

22.4 Basic entitlement

1. A Teacher, upon the completion of 12 months of continuous service with the Employer is entitled to up to 24 months' unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:
 - up to 104 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;
 - a single, unbroken period of unpaid short paternity leave of up to one week at the time of the birth of a child and a further unbroken

Beaconhills College Teachers Agreement 2009-2012

period of up to 103 weeks of unpaid long paternity leave to be the primary care-giver of a child; and

- a single, unbroken period of up to three weeks' unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Teacher and a further unbroken period of up to 101 weeks to be the primary care-giver of the eligible child.
2. A period of unpaid parental leave does not break the Teacher's continuity of employment but it does not count as employment or service.

22.5 Right to request

1. Simultaneous Leave

- (a) Subject to 22.5.1(b), a Teacher entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Teacher to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Teacher in reconciling work and parental responsibilities.
- (b) An application under 17.5.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

2. Part Time Work

- (a) Subject to 22.5.2(b), a Teacher entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Teacher to return from a period of parental leave on a part-time basis until the child reaches school age to assist the Teacher in reconciling work and parental responsibilities.
- (b) An application pursuant to 22.5.2(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Teacher is due to return to work from parental leave.

3. Request to be considered

- (a) The Employer shall consider any request made pursuant to 22.5.1 or 22.5.2 having regard to the Teacher's circumstances and, provided the request is genuinely based on the Teacher'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) A Teacher's request and the Employer's decision made pursuant to 22.5.1 or 22.5.2 must be recorded in writing.

22.6 Ordinary maternity leave

1. A Teacher must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Teacher:

Beaconhills College Teachers Agreement 2009-2012

- (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 Teacher is pregnant). The Teacher 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).
 - (b) must provide notice in writing to the Employer of the date on which the Teacher 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.
2. When the Teacher gives notice under 22.6.1(b) the Teacher 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 Teacher intends to be the child's primary care-giver at all times while on ordinary maternity leave; and
 - that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
 3. A Teacher 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
 4. Subject to 22.4.1 and unless agreed otherwise between the Employer and the Teacher, a Teacher may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.
 5. Where a Teacher continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Teacher to provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties.
 6. The Employer may require the Teacher to start a continuous period of leave as soon as reasonably practicable if the Teacher does not give the Employer the medical certificate pursuant to 22.6.5 within seven days after the request or where the Teacher gives the Employer a medical certificate stating that the Teacher is unfit to work.
 7. Where the Teacher elects to return to work within six weeks after the birth of the child, the Employer may require the Teacher to provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties.

22.7 Special maternity leave

1. Where the pregnancy of a Teacher 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 Teacher may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
2. Where a Teacher is suffering from an illness not related to the direct consequences of the confinement, a Teacher may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

Beaconhills College Teachers Agreement 2009-2012

22.8 Paternity leave

1. A Teacher must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Teacher:
 - (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 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 Teacher to comply with 22.8.1(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 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.
2. A Teacher must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The Teacher 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 care-giver 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.
3. The Teacher will not be in breach of 22.8.2 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.

22.9 Adoption leave

1. A Teacher must give written notice to his or her Employer of the Teacher'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 Teacher.
2. A Teacher must give written notice to his or her Employer of the day when the placement of an eligible child with the Teacher is expected to start as soon as reasonably practicable after receiving notice (a **placement notice**) of the expected day.
3. A Teacher 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 Teacher intends to apply for because of the placement:

Beaconhills College Teachers Agreement 2009-2012

- (a) if the Teacher 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 Teacher 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.
4. A notice under 22.9.1, 22.9.2 or 22.9.3 must be given to the Teacher’s Employer as soon as reasonably practicable where the Teacher cannot comply due to the day that the placement is expected to start or any other compelling reason.
5. A Teacher 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 Teacher cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Teacher must provide the application as soon as reasonably practicable before the first day of short adoption leave.
6. A Teacher 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 Teacher cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Teacher must provide the application as soon as reasonably practicable before the first day of long adoption leave.
7. The Teacher 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 Teacher stating
 - whether the Teacher 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 Teacher intends to be the primary care-giver at all times while on the long adoption leave; and
 - that the Teacher will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.
8. A Teacher 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.
9. Where the placement of a child for adoption with a Teacher:
 - does not commence, the Teacher is not entitled to leave; or

Beaconhills College Teachers Agreement 2009-2012

- commences but is discontinued or cancelled, the Teacher's entitlement to adoption leave is not affected. However, the Employer may give the Teacher written notice that, from a stated day no earlier than four (4) weeks after the day the notice is given, any untaken long adoption leave that the Teacher remains entitled to at the stated day is cancelled with effect from that day.
10. A Teacher seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Teacher and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Teacher is entitled to take up to two days' unpaid leave. Where paid leave is available to the Teacher, the Employer may require the Teacher to take such leave instead.

22.10 Parental leave and other entitlements

A Teacher may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Teacher has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 22.5.1.

22.11 Transfer to a safe job

1. Subject to 22.11.2 and 22.11.3, where a Teacher is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Teacher make it inadvisable for the Teacher to continue at her present work, the Teacher 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.
2. This subclause applies to a Teacher if:
 - (a) the Teacher is entitled to ordinary maternity leave; and
 - (b) the Teacher has already complied with the documentation requirements under 22.6; and
 - (c) the Teacher gives her Employer a medical certificate from a registered medical practitioner containing a statement to the effect that, in the registered medical practitioner's opinion, the Teacher 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.
3. If the Employer does not think it to be reasonably practicable to transfer the Teacher to a safe job:
 - (a) the Teacher 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 22.11.4(b); or
 - (b) the Employer may require the Teacher 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 22.11.4(b).

Beaconhills College Teachers Agreement 2009-2012

4. If the Teacher takes paid leave under 22.11.3:
 - (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;
 - (ii) if the Teacher's pregnancy results in the birth of a living child – the end of the day before the date of birth;
 - (iii) if the Teacher's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.
- 22.12 Variation of period of ordinary maternity leave, long paternity leave or long adoption leave
1. Subject to the relevant provisions of the Act, the period of ordinary maternity leave, long paternity to leave or long adoption leave may be shortened by written agreement between the Employer and the Teacher.
 2. Subject to the relevant provisions of the Act, where a Teacher has commenced a period of parental leave of up to 12 months, the Teacher:
 - (a) may extend the period of ordinary maternity leave, long paternity leave or long adoption leave once by giving the Employer 14 days' written notice before the end of the period stating the period by which the leave is extended; and
 - (b) may further extend the period of ordinary maternity leave, long paternity leave or long adoption leave by agreement with the Employer.
 3. Where a Teacher 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 Teacher notify of his/her intention to extend the period of parental leave at least ten (10) weeks prior to the expiration of the leave.
- 22.13 Returning to work after a period of parental leave
1. A Teacher will notify the Employer of the Teacher's intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
 2. A Teacher will be entitled to the position which the Teacher held immediately before proceeding on parental leave. In the case of a Teacher transferred to a safe job pursuant to 22.11, the Teacher will be entitled to return to the position the Teacher held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.
 3. Where such position no longer exists but there are other positions available which the Teacher is qualified for and is capable of performing, the Teacher will be entitled to a position as nearly comparable in status and pay to that of the Teacher's former position.

Beaconhills College Teachers Agreement 2009-2012

4. For the purposes of this clause, **position** includes a position of responsibility for a Teacher but does not necessarily include the same classes and/or subjects.

22.14 Replacement employees

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

22.15 Communication during parental leave

1. Where a Teacher 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 Teacher held before commencing parental leave; and
 - (b) provide an opportunity for the Teacher to discuss any significant effect the change will have on the status or responsibility level of the position the Teacher held before commencing parental leave.
2. The Teacher shall take reasonable steps to inform the Employer about any significant matter that will affect the Teacher's decision regarding the duration of parental leave to be taken, whether the Teacher intends to return to work and whether the Teacher intends to request to return to work on a part-time basis.
3. The Teacher shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 22.15.1.

23 PARENTAL ALLOWANCE

- 23.1 Where a Teacher is granted unpaid parental leave in accordance with the Act and clause 22 – Parental Leave of this Agreement to be the primary caregiver of a child, the Teacher is entitled to be paid a parental allowance:
 1. equivalent to fourteen weeks' salary at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of fourteen weeks' unpaid maternity leave commencing at or around the time of the birth of the child; or
 2. equivalent to fourteen weeks' salary at the Teacher's ordinary rate of pay, provided that the Teacher takes a minimum of fourteen weeks' unpaid adoption leave at or around the time of the placement of the child with the Teacher.
- 23.2 The parental allowance may be made in two payments over two pay periods, after the birth or placement of the child, if the Teacher requests this payment method in writing to the College prior to commencing maternity or adoption leave.

Beaconhills College Teachers Agreement 2009-2012

- 23.3 During the period of time that the Teacher is in receipt of the parental allowance under 23.1, the Teacher is entitled to accrue annual leave, as defined by the Act, and personal leave, in accordance with clause 19 – Personal Leave of this Agreement. The Teacher is not entitled to accrue long service leave in accordance with the *Long Service Leave Act 1992* (Vic.)
- 23.4 Where a Teacher is granted unpaid short paternity or unpaid short adoption leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Teacher is entitled to a parental allowance at the Teacher's ordinary rate of pay for up to one week of the short paternity or short adoption leave.
- 23.5 A Teacher must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 23.1 or 23.4.
- 23.6 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 23.1.
- 23.7 The parental allowance is not payable during a period of paid leave.
- 23.8 Where legislation is implemented providing for payment during a period of parental leave, the parental allowance available under this clause will absorb any legislative entitlements.

24 LONG SERVICE LEAVE

1. A Teacher 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.
2. A Teacher is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.
3. A Teacher may apply to access the Teacher's long service leave entitlements on a pro-rata basis after seven years' continuous employment.
4. A Teacher may apply to commute a portion of long service leave to salary. Commutation of long service leave to salary will only be available in conjunction with a long service leave absence of 10 weeks or more.
5. Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) 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.).
6. 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.

Beaconhills College Teachers Agreement 2009-2012

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

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

Beaconhills College Teachers Agreement 2009-2012

24.1 Illness on long service leave

1. Subject to the requirements of 24.2.2, a Teacher, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Teacher. The Headmaster may require the Teacher to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.
2. The Teacher's application under 24.2.1:
 - 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
 - iii. must indicate whether the Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement.

25 PUBLIC HOLIDAYS

25.1 A Teacher 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.
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

25.2 Public holidays that occur during a period of Non Attendance Time for Teachers in accordance with clause 11 – Non Attendance Time do not create an additional entitlement.

25.3 In exceptional circumstances, the Employer may substitute another day for any prescribed in 25.1.

25.4 By agreement between the Employer and the majority of Teachers, an alternative day may be taken as the public holiday in lieu of any of the specified days.

25.5 The Employer and a Teacher may agree to the Teacher taking another day as the public holiday in lieu of the specified day.

25.6 An agreement made in accordance with 25.4 or 25.5 must be recorded in writing and made available to every affected Teacher. Any such agreement must be recorded in the time and wages records kept by the Employer.

Beaconhills College Teachers Agreement 2009-2012

26 LEAVE WITHOUT PAY

A Teacher may apply for leave without pay which may be granted at the discretion of the Headmaster. A Teacher 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)*.

27 EXAMINATION LEAVE

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

28 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.

29 JURY SERVICE LEAVE

29.1 A Teacher 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.

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

29.3 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.

29.4 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.

29.5 Subject to 29.3, an Employer will reimburse a Teacher granted leave pursuant to 29.1 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.

30 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

30.1 Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)*, the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by the Employer.

30.2 If a Teacher is absent from work because of a personal illness or injury, for which the Teacher is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, then:

Beaconhills College Teachers Agreement 2009-2012

- (a) the Teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave; and
 - (b) the Teacher is not entitled to any payment or benefit in respect of any Non Attendance Time which fall during the period that the Teacher is in receipt of weekly payments under the *Accident Compensation Act 1985* (Vic.).
- 30.3 In the event that a Teacher, 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 Teacher will take the accrued annual leave entitlement.
- 30.4 For the purposes of 20.3, the period of annual leave will not reduce the Teacher's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 30.5 Where a Teacher 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 Teacher is entitled to annual leave at the part time rate of pay, the Teacher will remain entitled to be paid the weekly compensation payments in accordance with the Act .

PART 5 TERMINATION OF EMPLOYMENT AND RELATED MATTERS

31 NOTICE OF TERMINATION

- 31.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 9 – Qualifying Period, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 9 – Qualifying Period.
- 31.2 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.
- 31.3 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.
- 31.4 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 22 – Parental Leave that the Teacher being replaced wishes to return from parental leave.
- 31.5 Payment in lieu is calculated by taking the rate of pay in Schedule 2 that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

Beaconhills College Teachers Agreement 2009-2012

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

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

32 REDUNDANCY

32.1 Definition

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

32.2 Redundancy Disputes

1. Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Teacher(s) and the Teacher's representative (if requested by any affected Teacher) in good time, with relevant information:
 - the reasons for any proposed redundancy;
 - the number and categories of Teachers likely to be affected; and
 - the period over which any proposed redundancies are intended to be undertaken.
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 Teachers concerned.

32.3 Transfer to lower paid duties

Where a Teacher is transferred to lower paid duties for reasons set out above the Teacher will be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher'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.

32.4 Severance Pay

The severance payment for a Teacher will be in accordance with the following:

Period Of Continuous Service	Severance Pay
less than one year	nil
one year but less than two years	4 weeks' pay
two years but less than three years	6 weeks' pay
three years but less than four years	7 weeks' pay
four years but less than five years	8 weeks' pay

Beaconhills College Teachers Agreement 2009-2012

five years but less than six years	10 weeks' pay
six years but less than seven years	11 weeks' pay
seven years but less than eight years	13 weeks' pay
eight years and less than nine years	14 weeks' pay
nine years and less than ten years	16 week's pay
ten years and over	18 weeks' pay

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

For the purposes of this clause, **continuous service** will be calculated to include all service for which paid leave was applicable and any period during which the Teacher was in receipt of accident make-up pay.

32.5 Leaving during notice

A Teacher, whose employment is terminated for reasons of redundancy, may terminate the Teacher's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 32.4 had the Teacher remained with the Employer until the expiry of such notice. In such circumstances the Teacher will not be entitled to payment in lieu of notice.

32.6 Alternative employment

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

32.7 Time off during notice period

- a) During the period of notice of termination a Teacher 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.
- b) If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher may be required to produce proof of attendance at an interview or the Teacher may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

PART 6 OTHER PROVISIONS

33 MEAL ALLOWANCE

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

34 BREAKAGE AND LOSS

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

Beaconhills College Teachers Agreement 2009-2012

35 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 Teacher for cleaning costs incurred.

36 STATEMENT OF SERVICE

The College will provide a Teacher with a Statement of Service at the conclusion of the Teacher's service to the College.

37 STAFF CONSULTATIVE COMMITTEE

A Staff Consultative Committee will be convened and will operate for the life of the Agreement.

38 RECOGNITION OF HIGHER QUALIFICATION

A Teacher may apply to advance up the incremental scale by one level if he or she has successfully completed an approved Masters Degree or its equivalent or higher.

The course must be approved by the Headmaster and the Teacher must produce written evidence of satisfactory completion of the higher degree. The advancement will not take place earlier than the date of the Teacher's notification and submission of evidence to the Headmaster.

Beaconhills College Teachers Agreement 2009-2012

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EXECUTED as an Agreement this _____ day of _____ 2009.

EMPLOYER REPRESENTATIVE

Signed: _____

Date: _____

Name in full (printed): _____

Position title: _____

Authority to sign explained: _____

Witnessed by: _____

Witness name in full: _____

Witness address: _____

EMPLOYEE REPRESENTATIVE

Signed: _____

Date: _____

Name in full (printed): _____

Address: _____

Witnessed by: _____

Witness name in full: _____

Witness address: _____

SCHEDULE 1 – CLASSIFICATION STRUCTURES

1.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

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

1.2 Permission to Teach Teachers with the Victorian Institute of Teaching

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

1.2.2 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.

1.3 Teachers holding Positions of Responsibility

1.3.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or leadership duties additional to those usually required of a Teacher by the Employer.

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

1.3.3 The Headmaster determines who is eligible for the rate of pay.

1.3.4 The Headmaster will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

Beaconhills College Teachers Agreement 2009-2012

SCHEDULE 2 – RATES OF PAY

2.1 Annual Rate of Pay

The annual rate of pay for a Full Time Teacher will be not less than that prescribed by the following table. First pay period commencing on or after

Level	\$ 1/2/2009	\$ 1/6/2009	\$ 1/2/2010	\$ 1/2/2011	\$ 1/2/2012
1	52,571	53,600	55,208	56,864	58,570
2	54,070	55,100	56,753	58,456	60,209
3	57,195	58,200	59,946	61,744	63,597
4	58,825	59,900	61,697	63,548	65,454
5	60,502	61,600	63,448	65,351	67,312
6	62,227	63,300	65,199	67,155	69,170
7	64,000	65,100	67,053	69,065	71,137
8	66,304	67,400	69,422	71,505	73,650
9	68,360	69,400	71,482	73,626	75,835
10	70,479	71,500	73,645	75,854	78,130
11	77,546	78,600	80,958	83,387	85,888
Casual Teacher	Daily rate 233.30	Daily rate 243.40	Daily rate 250.00	Daily rate 256.80	Daily rate 263.75

2.2 Weekly Rate of Pay

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

2.3 Annual Leave Loading

Annual Leave Loading of 17.5% is paid in addition to the annual rate of pay in 2.1, except for the casual teacher rate which has annual leave loading included.

2.4 Rates of Pay for Positions of Responsibility

2.4.1 The following rates of pay apply to a position of responsibility, for example Heads of Department and Heads of Houses.

POR Category	\$ 1/02/2009	\$ 1/2/ 2010	\$ 1/2/2011	\$ 1/2/2012
Category 1	2,900	3,000	3,100	3,200
Category 2	3,800	3,950	4,050	4,150
Category 3	4,650	4,800	4,950	5,050
Category 4	6,000	6,200	6,350	6,550
Category 5	7,200	7,450	7,600	7,850
Leading Teacher	3,750	3,870	3,980	4,100

Beaconhills College Teachers Agreement 2009-2012

2.4.2 Where the position of responsibility is shared, the rate of pay may also be shared.

Beaconhills College Teachers Agreement 2009-2012