

## PART1: APPLICATION AND OPERATION OF AGREEMENT

### 1. TITLE

This Agreement is to be known as the Bialik College Agreement 2008 - 2012 ("Agreement") and is an Employee Collective Agreement made pursuant to Part 8, Division 2 [section 328] of the *Workplace Relations Act 1996* (Cth.).

### 2. ARRANGEMENT

This Agreement is arranged as follows.

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### 3. COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 This Agreement will be effective from the date of Lodgement of the Agreement with the Workplace Authority. Salaries and allowances prescribed in this Agreement are effective from 1 July 2008.

3.2 The nominal expiry date of the Agreement is 30 June 2012.

### 4. PARTIES BOUND

4.1 This Agreement binds:

- i. Bialik College;
- ii. Teachers, including Permission to Teach Teachers
- iii. School Assistants;

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

### 5. RELATIONSHIP TO AWARDS

This Agreement operates to the exclusion of any Federal or State award(s), other certified or registered workplace agreements, all protected award conditions and all protected and preserved conditions as defined in Schedule 8 of the WR Act and Regulations.

### 6. DEFINITIONS

Award	means the following: <ul style="list-style-type: none"> <li>• Victorian Independent Schools - Teachers - Award 1998;</li> <li>• Victorian Independent Schools - School Assistants -Award 1998</li> <li>• Victorian Independent Schools – Early Childhood Teachers – Award 2004</li> </ul> and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Casual Employee	Means an Employee employed pursuant to clause 10.4 of this Agreement
College	Means the Bialik College (Nominees) Pty Ltd (ABN 27 004 987 062), Bialik College (Jewish School) Pty Ltd (ABN 46 004 651 681)
Commission	Means the Australian Industrial Relations Commission

Continuous service	Continuous service will be calculated to include all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer's leave and bereavement leave), school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the employee. Periods of unpaid leave are not included, except at the discretion of the Employer.
Employee	Means a person covered by this Agreement
Experience	Means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment.
Fixed Term Employee	Means an Employee employed pursuant to clause 10.3 of this Agreement
Full Time Employee	Means an Employee employed pursuant to clause 10.1 of this Agreement.
Immediate Family	Means <ul style="list-style-type: none"> <li>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and</li> <li>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</li> </ul>
Part Time Employee	Means an Employee employed pursuant to clause 10.2 of this Agreement
Permission to Teach	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 the person <ol style="list-style-type: none"> <li>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</li> <li>ii holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or</li> <li>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</li> <li>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>)</li> </ol>
Principal	Means Principal of Bialik College or his or her nominee
Protected Award Conditions	Means the terms of an Award, as in force from time to time, to the extent that those terms are about any of the following matters: <ol style="list-style-type: none"> <li>i rest breaks;</li> <li>ii. incentive-based payments;</li> <li>iii. annual leave loadings;</li> <li>iv. observance days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;</li> <li>v. days to be substituted for, or a procedure for substituting, days</li> </ol>

	<p>referred to above;</p> <p>vi. monetary allowances for:</p> <p>a. expenses incurred in the course of employment; or</p> <p>b. responsibilities or skills that are not taken into account in rates of pay for employees; or</p> <p>c. disabilities associated with the performance of particular tasks or work in particular conditions or locations</p> <p>vii. loadings for working overtime or for shift work;</p> <p>viii. penalty rates; and</p> <p>ix. any other matter specified as a protected award condition in the <i>Workplace Relations Regulations 2006</i> (Cth.), including terms that are incidental to any of the above matters or machinery provisions in respect of any of the above matters</p>
School	Means Bialik College (Nominees) Pty Ltd (ABN 27 004 987 062), Bialik College (Jewish School) Pty Ltd (ABN 46 004 651 681).
School Assistant	Means a person who is ancillary to the process of teaching and includes kindergarten assistants, school counsellors, school nurse, guidance officers, curriculum advisers, audiovisual technician, audiovisual coordinators, laboratory technicians, laboratory managers, library technician, librarians, special education personnel, ethnic community and multicultural advisors, integration aides, school marshals, community information officers, computer and mathematics laboratory assistants, extension education coordinators and teacher aides.
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools. This period is inclusive of annual leave.
School Year	Means the twelve months from the commencement of the first working day following Australia Day in a year to the commencement of the first working day following Australia Day of the following year.
Teacher	<p>means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) is employed to teach. This definition includes a qualified teacher librarian and a person employed as an Early Childhood teacher but does not include a person employed as a Principal or Deputy by whatever name called:</p> <ul style="list-style-type: none"> <li>• a person who has Permission to Teach granted by the Victorian Institute of Teaching and is employed in the School's programs for instrumental music sport, religious instruction, VET in Schools and Languages Other Than English Program, and</li> <li>• a person employed as a Principal or a Deputy Principal, by whatever name called</li> </ul>
WR Act	means the <i>Workplace Relations Act 1996</i> (Cth.) or its successor

## 7. STATEMENT OF PHILOSOPHY OF THE COLLEGE

Bialik College is a Jewish school which aims to develop in its students an awareness of their Jewish identity and a love and respect for their Jewish heritage and traditions. Bialik College emphasises the centrality of Israel in Jewish life, while at the same time encouraging its students to take a responsible and active role as citizens of Australia. The focus of the school is directed towards the well-being and development of each student in its care.

Education is the process of developing the intellectual, social and emotional capacities of each individual. It is a life-long process in which the school plays a vital role.

There are a number of participants in this process. These include students, parents and teachers, and it is only through the concerted efforts of all participants that the best outcomes will be achieved.

This means that the relationship between the College and professional staff must be characterised by a continued willingness to communicate with each other in an open and honest manner.

As such the College recognises its responsibilities to employees by seeking to provide:

- A safe, professional and harmonious environment that values the contributions of teachers and other employees.
- Ongoing, secure employment, and equitable terms and conditions of employment.
- Opportunities for continuous learning and individual development.
- The resources necessary to carry out their responsibilities.

In turn the College expects its professional employees to:

- Demonstrate by their behaviour a true commitment to the College, its values and educational objectives.
- Demonstrate a genuine concern for their colleagues and students by creating a harmonious, enriching and encouraging environment.
- Maintain and update their professional, instructional and communication skills.
- Participate willingly in a range of activities that support and enhance the educational objectives of the College.

## **8. DISPUTE RESOLUTION PROCEDURE**

- 8.1 Any grievance, issue or dispute which arises between an employee and the College, including disputes about this Agreement, will be processed in the following manner:
- 8.1.1 the matter will first be discussed between the employee and his/her immediate supervisor
- 8.1.2 if the matter is not resolved, the employee will discuss it with the appropriate next-up level of management in the College, (eg. Head of Department)
- 8.1.3 if the matter is still not resolved, it will be discussed formally with the Principal. At and from this stage in the process, either party may be represented by an appropriate third party, (eg. internal staff representative, union official, or advocate)
- 8.1.4 if the matter remains unresolved, either party may refer it to The Australian Industrial Relations Commission for conciliation and if necessary, arbitration.
- 8.2 The parties agree that they will always use their best endeavours to resolve issues and disputes promptly through constructive discussion, and wherever possible without the involvement of external parties.
- 8.3 During any dispute or during the resolution of any issue the parties agree that while this process is in operation the conduct of teaching, other duties and other work will continue uninterrupted and as required by the College.
- 8.4 The arrangements referred to in this clause will be without prejudice to the position of either the employee or the College and will not in any way interfere with the prerogative of either party to seek advice at any stage (eg., from a union, a solicitor, paid agent), or to refer any matter or dispute to the Commission in accordance with the provisions of the WR Act.

## **9. SALARIES, SALARY INCREASES & RELATED MATTERS**

- 9.1 Salaries effective from the first full pay period to commence on or after 1 July 2008 are set out in the Schedule 1 and 2 to this Agreement.

The College will also pay a one-off payment to full-time teachers of \$1000 on the first pay period on or after lodgement of the agreement. Part-time teachers will be paid pro-rata of the one-off amount.

- 9.2 Salaries over the life of the Agreement will be adjusted so that salary levels are retained at four percent (4%) above rates of pay for secondary and primary teachers in Victorian Government schools certified agreement), at each equivalent classification level.

Salaries for Assistants over the life of the Agreement are to be adjusted so that salary levels are retained at four percent (4%) above rates of pay for Assistants in Victorian Government schools certified agreement (s), at each equivalent classification level.

If and when increases occur, a comparable percentage increase will be applied to the salaries of the relevant (equivalent) employees who are within the scope of this Agreement as shown in Schedule 2B(2) For School and Kindergarten Assistants this will also include the payment of any one-off payment that is made to School Assistants in the government school sector over the life of the agreement.

- 9.3 Annual allowances for positions of additional responsibility that is, Subject Masters and Heads of Department for the period of this Agreement are also set out in Schedule 1.
- 9.4 Kindergarten Teachers are to receive salary level parity with primary and secondary Teachers.

## **10. MODES OF EMPLOYMENT**

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

### **10.1 Full Time Employees**

- 10.1.1 The College may engage an Employee on a full time basis in accordance with this Agreement.

### **10.2 Part Time Employee**

- 10.2.1 The College may employ an Employee on a part time basis in accordance with this Agreement.
- 10.2.2 The College will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out the duties and the number of hours required (including face-to-face teaching hours) to be undertaken.
- 10.2.3 A Part Time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full Time Employee and is entitled to all entitlements on a pro rata basis on the specified hours in clause 10.2.2. The pro rata annual salary is calculated on the full-time teacher contact hours outlined in clause 41 (ie. 18.0 hours per week for secondary teachers, 22.5 hours per week for primary teachers and 24 hours for kindergarten teachers) and on the full-time hours of work for School and Kindergarten assistants outlined in clause 44.
- 10.2.4 A Part Time teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.
- 10.2.5 The College will endeavour to accommodate preferred working time arrangements for part time employees. Part time employees' preferences cannot be guaranteed and the needs of the College have priority.

### **10.3 Fixed Term Employee**

- 10.3.1 The College may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
- to replace one or more Employees who are on leave;
  - to undertake a specified project for which funding has been made available;
  - to undertake a specified task which has a limited period of operation;

- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

10.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months, other than as specified in clauses 10.3.4 and 10.3.5 hereof.

10.3.3 Before employing a Fixed Term Employee, the College will inform the Fixed Term Employee of:

- the reason for the fixed nature of the employment;
- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Employee being replaced.

10.3.4 The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 31 and 35.

10.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination (where the date of cessation of employment is stated at the time of appointment)
- redundancy;
- staff school fee discount.

#### 10.4 Casual Employee

10.4.1 The College may employ an Employee as a Casual Employee in accordance with this Agreement.

10.4.2 A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the Employer's requirements without the requirement of prior notice by the employer or the employee but does not include an employee who could properly be classified as an employee under clause 10.1 and 10.2.

10.4.3 A Casual Employee is entitled to the rate of pay specified in Schedule 1A for a Casual Teacher, Schedule 2B for a Casual School Assistant. This rate of pay includes a loading in lieu of paid leave entitlements.

10.4.4 The College will engage a Casual Teacher, for a full day or a half day. This may be varied to an hourly rate, by agreement of the Employee and the College.

10.4.5 A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- jury service leave
- school holidays
- non attendance time
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- accident make-up pay
- staff school fee discount

10.4.6 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

- 10.4.7 The College must not employ a Casual Teacher in such a capacity for more than fifteen consecutive school days.
- 10.4.8 The College must not employ a Casual School Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 35 hours per week or an average thereof per fortnight or month on work of an ongoing nature.

This clause does not apply to Integration Aides who may be employed as casual employees for up to one year.

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

### **11. REMUNERATION PACKAGING**

- 11.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the College, the College is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits (subject to agreement of the proposed benefit), consistent with legislation and Australian Taxation Office rulings.
- 11.2 Any arrangement between the College and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

### **12. SUPERANNUATION**

- 12.1 The College will make contributions to an eligible choice superannuation fund (complying fund) on behalf of employees in accordance with the provisions of the Superannuation Guarantee (Administration) Act 1992 (Cth).
- 12.2 In the event that an employee does not exercise his/her right to choose a superannuation fund or if he/she fails to do so within the prescribed time, the College will make contributions on behalf such an employee(s) to the MLC Masterkey Business Super -Bialik College Nominees Pty. Ltd Plan - Employer No. 1007825 superannuation fund (default fund).
- 12.3 The College makes no guarantee nor is it required to assure the availability of benefits from any superannuation fund(s).
- 12.4 An employee may make additional voluntary contributions to an eligible choice superannuation fund or the default fund on a "salary sacrifice" basis.

### **13. PAYMENT ARRANGEMENTS**

Salary (after tax and any authorised deductions) will be paid fortnightly, or monthly by agreement, by electronic funds transfer to the Employee's nominated bank account or financial institution account, provided that such financial institution is capable of receiving salary deposits.

### **14. PERSONAL LEAVE – SICK LEAVE AND CARER'S LEAVE**

- 14.1 Personal leave is in accordance with Part 7, Division 5 of the WR Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 14.2 Entitlement**
- 14.2.1 An Employee is entitled to a paid personal leave entitlement, which is both sick and carer's leave.
- 14.2.2 For a Full Time Teacher or School Assistant, the personal leave entitlement is 15 days per year of service. A Part Time School Teacher or School Assistant is entitled to paid sick leave on a pro rata basis based on specified hours in clause 10.

- 14.2.3 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 14.2.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the Employee. A maximum of 10 days of paid carer's leave may be taken per year. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 10. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 14.2.5 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the College and the Employee.

An employee may elect, with the consent of the College, to take further unpaid leave for the purpose of providing care to a family or household member who is ill.

- 14.2.6 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the College and the Employee.

14.2.7 Amount of paid personal leave

The amount of personal leave, a Full Time Teacher or School Assistant may take as sick leave, depends upon how long the Teacher or School Assistant has worked for the College. 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.

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

- 14.2.9 An Employee is entitled to sick leave provided that:

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

## 15. COMPASSIONATE LEAVE

- 15.1 Compassionate leave is in accordance with the Australian Fair pay and Conditions standard (Part 7, Division 5, Subdivision E of) of the WR 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 WR Act in full.

### 15.2 Entitlement

- 15.2.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

- 15.2.2 In addition to the entitlement in 15.2.1, an employee is entitled to use up to *two days* of the employee's accrued personal leave entitlement on each occasion when a member of the employee's immediate family or household dies or develops a personal injury or illness that poses a serious threat to life.
- 15.2.3 Leave as outlined in 15.2.1 and 15.2.2 may be taken in a single unbroken period or in separate periods of one day each or as agreed by the College and the Employee.
- 15.2.4 The Employee is entitled to compassionate leave only if the Employee gives the College any evidence that the College reasonably requires of the illness, injury or death.

## **16. INFECTIOUS DISEASES LEAVE**

- 16.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the College is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:
- German measles
  - Chickenpox
  - Measles
  - Mumps
  - Scarlet fever
  - Whooping cough
  - Rheumatic fever, or
  - Hepatitis.
- 16.2 The Employee must, at the request of the College, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

## **17. PUBLIC HOLIDAYS**

- 17.1 An Employee is entitled to public holidays as specified in the *Public Holidays Act 1993 (Vic)* and as gazetted by the Victorian Government from time to time. These include the following:
- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
  - Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.
- 17.2 Public holidays that occur during a period of leave for Employees in accordance with clauses 40 and 45 do not create an additional entitlement.
- 17.3 By agreement between the College and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days (eg. Jewish Holidays).
- 17.4 The College and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 17.5 An agreement made in accordance with 17.3 or 17.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the College.

## **18. PARENTAL LEAVE**

### **18.1 Relationship with WR Act**

- 18.1.1 Parental leave is in accordance with Part 7, Division 6 of the WR Act, as amended from time to time.
- 18.1.2 The Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the WR Act) prevails over this clause only to the extent to which in a particular respect it provides a more favourable outcome for the Employee.

## 18.2 Application

- 18.2.1 Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee.
- 18.2.2 The College must not fail to re-engage a Casual Employee because:
- (a) the Employee or Employee's spouse is pregnant; or
  - (b) the Employee is or has been immediately absent on parental leave.
- 18.2.3 The rights of the College in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.

## 18.3 Definitions

- 18.3.1 For the purposes of this clause, **child** means a child of the Employee under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a child is an eligible child and means a person under the age of five years or under school age, whichever applies first, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- 18.3.2 For the purposes of this clause, an eligible casual employee means a Casual
- (a) Employee: who has been engaged by the College on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the College on a regular and systematic basis
- 18.3.3 For the purposes of this clause, **continuous service** means service with the College as an Employee during the whole of the period, including any period of authorised leave. For an eligible Casual Employee, **continuous service** means a period during which the Casual Employee was engaged on a regular and systematic basis by the College and during the casual period, the Employee had a reasonable expectation of continuing employment by the College.
- 18.3.2 A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse

## 18.4 Basic entitlement

- 18.4.1 An Employee, upon the completion of 12 months of continuous service with the College is entitled to up to 12 months' unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:
- up to 52 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 period of up to 51 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 Employee and a further unbroken period of up to 49 weeks to be the primary care-giver of the eligible child.
- 18.4.2 A period of unpaid parental leave does not break the Employee's continuity of employment but it does not count as employment or service.

## 18.5 Right to request

- 18.5.1 Simultaneous Leave

(a) Subject to 18.5.1(b), an Employee entitled to parental leave pursuant to the provisions of the WR Act may request the College to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

(b) An application under 18.5.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

#### 18.5.2 Additional Long Parental Leave

(a) Subject to 18.5.2(b), an Employee entitled to parental leave pursuant to the provisions of the WR Act may request the College to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities.

(b) An application under 18.5.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the WR Act but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

#### 18.5.3 Part Time Work

(a) Subject to 18.5.3(b), an Employee entitled to parental leave pursuant to the provisions of the WR Act may request the College to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 18.5.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

#### 18.5.4 Request to be considered

(a) The College shall consider any request made pursuant to 18.5.1, 18.5.2 or 18.5.3 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the College's operations. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(b) An Employee's request and the College decision made pursuant to 18.5.1, 18.5.2 or 18.5.3 must be recorded in writing.

#### 18.6 Ordinary maternity leave

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

(a) must provide notice in writing to the College of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the College 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 College of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

- 18.6.2 When the Employee gives notice under 18.6.1(b) the Employee must also provide a statutory declaration stating the following:
- the particulars of any period of paternity leave sought or taken by her spouse;
  - that the Employee intends to be the child's primary care-giver at all times while on ordinary maternity leave; and
  - that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 18.6.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason.
- 18.6.4 Subject to clause 18.4.1 hereof and unless agreed otherwise between the College and Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.
- 18.6.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the College may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.
- 18.6.6 The College may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the College the medical certificate pursuant to 18.6.5 within seven days after the request or where the Employee gives the College a medical certificate stating that the Employee is unfit to work.
- 18.6.7 Where the Employee elects to return to work within six weeks after the birth of the child, the College may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

#### **18.7 Special maternity leave**

- 18.7.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 18.7.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 18.7.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.
- 18.7.4 Where leave is granted under clause 18.6.4, during the period of leave an Employee may return to work at any time, as agreed between the College and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 18.7.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 18.7.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

- 18.7.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:
- (a) a medical certificate from a medical practitioner containing the following statements:
    - that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
    - what the expected date of birth would have been if the pregnancy had gone to full term;
    - that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
    - that the Employee is, was, or will be unfit for work during a stated period.
  - (b) a statutory declaration made by the Employee containing the following statements:
    - that the employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
    - the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
    - that the employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.
- 18.7.8 The application, medical certificate and statutory declaration (if required) must be given to the College before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.
- 18.7.9 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.
- 18.7.10 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the College.

## 18.8 Paternity leave

- 18.8.1 An Employee must provide notice and documentary evidence to the College in advance of the expected date of commencement of short paternity leave. The Employee:
- (a) must provide to the College, 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 College no later than 10 weeks before the date stated in the certificate; or
  - (b) must provide to the College, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the College as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably, practicable for the Employee to comply with 18.8.1(a) because of the premature birth of the child or any other compelling reason; and
  - (c) must provide to the College a written application for short paternity leave stating the first and last days of the period of the period of short paternity leave, with the application given to the College as soon as reasonably practicable on or after the first day of the period of leave.
- 18.8.2 An Employee must provide notice and documentary evidence to the College in advance of the expected date of commencement of long paternity leave. The Employee must provide the College 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.

18.8.3 The Employee will not be in breach of 18.8.2 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.

#### 18.9 Adoption leave

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

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

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

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

18.9.4 A notice under 18.9.1, 18.9.2 or 18.9.3 must be given to the College as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

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

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

18.9.7 The Employee must also give the College the following documents:

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

18.9.8 An Employee may take:

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

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

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

18.9.10 An Employee 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 Employee and the College should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the College may require the Employee to take such leave instead.

**18.10 Parental leave and other entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 18.5.2.

**18.11 Transfer to a safe job**

18.11.1 Subject to 18.11.2 and 18.11.3, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the College 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.

18.11.2 This subclause applies to an Employee if

- (a) the Employee is entitled to ordinary maternity leave; and
- (b) the Employee has already complied with the documentation requirements under 18.6; and
- (c) the Employee gives the College a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
  - (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position.

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

- (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 18.11.4(b); or
- (b) the College may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 18.11.4(b).

18.11.4 If the Employee takes paid leave under 18.11.3:

- (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 Employee's pregnancy results in the birth of a living child - the end of the day before the date of birth;
  - (iii) If the Employee's pregnancy ends otherwise than with the birth of a living child - the end of the day before the end of the pregnancy.

**18.12 Variation of period of ordinary maternity leave, long paternity leave or long adoption leave**

18.12.1 Subject to the relevant provisions of the WR Act, where an Employee has commenced a period of long parental leave of up to 12 months, the Employee:

- (a) may extend the period of ordinary maternity leave, long paternity leave or long adoption leave once by giving the College 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 College.

18.12.2 Subject to the relevant provisions of the WR Act, the period of ordinary maternity leave, long paternity to leave or long adoption leave may be shortened by written agreement between the College and the Employee.

18.12.3 To avoid doubt, this subclause does not apply to the right to request provision in 18.5.2.

**18.13 Returning to work after a period of parental leave**

18.13.1 An Employee will notify of the Employee's intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

18.13.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 18.11, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction.

18.13.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

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

**18.14 Replacement employees**

18.14.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

18.14.2 Before the College engages a replacement Employee the College must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

**18.15 Communication during parental leave**

18.15.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the College shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

18.15.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

18.15.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 18.15.1.

#### **18.16 Paid Parental leave**

18.16.1 Where an employee has been granted parental leave and adoption leave in accordance with the WR Act and clause 16 – to be the primary carer of a child, the employee is entitled to a paid parental allowance of up to twelve (12) weeks paid parental leave where the leave taken by the Employee would otherwise be unpaid. The balance of parental leave is unpaid leave.

Any government introduced paid parental leave scheme will be offset against the amount of paid parental leave paid by the College pursuant to this clause.

18.16.2 The paid component of parental leave will be made at ordinary time salary in two (2) instalments; fifty percent (50%) of the paid leave at the time of proceeding on leave and fifty percent (50%) upon return to work at the College.

18.16.3 During the period of time that the employee is in receipt of the parental allowance under 18.16., the employee is entitled to accrue holiday pay and personal leave, in accordance with clause 12 of this agreement. The employee is not entitled to accrue long service leave in accordance with the Long Service leave Act 1992 (Vic).

18.16.4 Where an employee is granted unpaid short paternity leave 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 employee is entitled to a parental allowance of 5 days at the employee's ordinary rate of pay.

#### **19. LONG SERVICE LEAVE**

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

19.1.2 Long service leave entitlements due to an employee for continuous employment with the College prior to 1 February 1995, are accrued in accordance with the relevant award or legislation which applied prior to that date. Long service leave balances as at 31 January 1995 will be carried forward.

19.1.3 Subject to clauses 19.1.4 and 19.1.5 hereof, long service leave will accrue at the rate of thirteen (13) weeks leave after ten (10) years continuous employment with the College. Thereafter an additional six and one half (6.5) weeks long service leave after the completion of each additional five (5) years continuous employment will accrue.

19.1.4 Long service leave entitlements under clause 19.1.3 of this Agreement commence to accrue on and from 1 February 1995 for Early Childhood Teachers, Early Childhood Assistants, School Assistants (including Library Assistants and Laboratory Assistants).

19.1.5 Subject to clauses 19.1.3 and 19.1.4 hereof, an employee may take long service leave after the completion of seven (7) years continuous employment with the College (ie. 9.1 weeks). Further long service leave may be taken after the completion of each subsequent five (5) years of continuous employment with the College (ie. 6.5 weeks).

An employee may take his/her first period of long service leave when a total of nine (9) weeks leave stands accumulated to the employee's credit. The nine (9) weeks leave credit may be accumulated through the calculation of respective entitlements prior to and subsequent to 1 February 1995.

19.1.6 Employees should discuss with the College their intention to take long service leave as far in advance of taking leave as is practicable. The actual dates of the leave will be by agreement with the College and during one College term where the leave taken is less than the duration of a College term. Where the leave is greater than the duration of a College term, then the leave will be taken in one full term with the residual at the end of the preceding term or the commencement of the subsequent term.

- 19.1.7 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. The employee will be entitled to an amount of long service leave as equals one fortieth (0.025) of the period of the employee's continuous employment.
- 19.1.8 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 19.1.9 An Employee, whose time fraction has varied during service, will be paid at the proportionate rate, calculated by averaging the time fractions over the period of service.

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

## 19.2 Illness on Long Service Leave

- 19.2.1 Subject to 19.2.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.
- 19.2.2 The Employee's application;
- i. must be in writing and 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 Employee wishes to extend the long service

leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

### 19.3 Cashing out provision

An employee who has completed at least **seven (7)** years of continuous employment with the College and proceeds on leave by taking part of their accrued long service leave may also elect to take a cash payment of an amount up to the equivalent of the actual period of leave being taken. The amount of accrued long service leave represented by the cash payment in lieu of taking leave, will be deducted from the employee's accrued long service leave balance.

## 20. LEAVE WITHOUT PAY

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

## 21. ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY

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

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

21.2.1 The Employee does not accrue any of the following entitlements under this Agreement or under the *WR Act* (where relevant) for the duration of any such absence:

- i. annual leave; or
- ii. paid personal/carer's leave.

## 22. WITHOLDING OF MONIES

22.1.1 Subject to clauses 42 and 46 in the event that an Employee does not provide the full notice required by the relevant clauses, the College is entitled to withhold from any monies owing to the Employee (including accrued statutory entitlements) an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

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

- i. unpaid salary or wages to the extent to which such entitlements exceed the Employee's basic periodic rate of pay;
- ii. for School Assistants entitled to School Holidays pursuant to clause 46 a payment for School Holidays;
- iii. any entitlement to a pro rata payment for annual leave or long service on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992 (Vic)*; and
- iv. any amounts owing to the Employee for an unpaid bonus or allowance.

22.1.3 For the purpose of this clause, the Employer and Employee agree that the basic periodic rate of pay may be satisfied over a period of 12 months.

## 23. REDUNDANCY

### 23.1 Redundancy Procedures

- 23.1.1 Where the College has made a decision that a position will no longer exist or where the College wishes to make changes to its structure (and this is not due to ordinary and customary employee turnover) and that decision may lead to termination of employment, the College will hold discussions with the employee(s) directly affected as soon as practicable after the college has made such a decision.
- 23.1.2 Amongst other things, discussion with the affected employee(s) should cover the reasons for the proposed terminations of employment, measures to be taken by the College to avoid or minimise the terminations and effects on employees, and the arrangements to be put in place to process with the terminations.
- 23.1.3 In addition to the required period of notice or payment in lieu of notice prescribed in clauses 42 and 46, an employee (other than a casual employee) whose employment is terminated for reasons of redundancy, shall be entitled to the following amount of severance pay with respect to a continuous period of employment with the College

### 23.2 Severance Pay

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

Period of Continuous Employment	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks salary
2 years and less than 3 years	6 weeks salary
3 years and less than 4 years	7 weeks salary
4 years and less than 5 years	8 weeks salary
5 years and over	2 weeks salary for each completed year of continuous employment to a maximum of 26 weeks salary.

\*Weeks' pay means the ordinary time rate of pay for the employee concerned

For the purposes of this clause continuous service will be calculated to include all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer's leave and bereavement leave), school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the employee.

Periods of unpaid leave are not included, except at the discretion of the College.

### 23.3 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 21.2 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

### 23.4 Alternative employment

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

### 23.5 Time off during notice period

- i. During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- ii. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### 24. ANNUAL LEAVE LOADING

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

24.2 A Teacher and School Assistant (in receipt of all school holidays) who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks (excluding paid holidays)}}{\text{Number of school's term weeks}} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

24.3 A School Assistant (in receipt of 4 weeks annual leave) is entitled to leave loading as assessed as following

$$\frac{17.5\% \text{ of number of working weeks (excluding paid holiday periods)}}{48} \times 4$$

times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

24.4 An Employee who ceases employment with the College prior to the commencement of third term in not entitled to leave loading from the College.

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

24.6 Where the College elects to pay leave loading with each salary payment throughout the school year, the College will advise the Employee in writing.

### 25. STAFF DISCOUNTS

The College currently allows a discount of twenty five percent (25%) of tuition fees for students who are the children of College employees. This discount only applies to employees who are working more than 50% of full time. The discount is also subject to exclusions prescribed elsewhere in this Agreement.

It is agreed that this policy will continue while the existing Fringe Benefits Tax treatment of this benefit is retained. In the event that the Fringe Benefits Tax treatment of this benefit is changed (eg. by legislation or Australian Taxation Office ruling), the College in its absolute discretion may determine to discontinue this policy.

### 26. CAMP ALLOWANCE AND TIME IN LIEU

26.1 Where the College requires a teacher to attend a school camp, the College will pay the teacher \$50 per day of attendance. The teacher is also entitled to one day off in lieu for attendance at a camp provided attendance at the camp is for at least 3 nights. The day in lieu will be taken immediately adjacent to the end of the school camp, unless otherwise agreed between the College and the Teacher.

26.2 Where a teacher attends a camp for three days and the College grants the participating students a day of non-attendance, the College will allow the teachers affected, the opportunity to have the same day of non-attendance.

26.2 It is the College's expectation that all teachers will be available to attend at least one school camp every two years.

## **27. FIRST AID ALLOWANCE**

27.1 Where the College requires and appoints an employee to hold the position of First Aid Officer (Cert III First Aid Certificate) as part of the employee's duties, the College will pay the employee an ongoing fortnightly allowance of \$50. The College will pay for and provide access to the required training, and will draw up a general duty roster of the employees holding the position.

## **28. MEAL ALLOWANCE**

The College will supply an Employee with a meal or will provide a monetary allowance should the College require an Employee to remain at school continuously until after 6 p.m. on any day.

## **29. BREAKAGE AND LOSS**

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

## **30. PROTECTIVE CLOTHING**

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

## **31. JURY SERVICE LEAVE**

### **31.1 Entitlement**

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

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

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

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

31.1.5 Subject to 31.1.1 to 31.1.4 of this clause, the College will reimburse an Employee granted leave pursuant to 31.1.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

## **32. EXAMINATION LEAVE**

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

## **33. QUALIFICATION CONFERRAL LEAVE**

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

## **34. CONTRACT OF EMPLOYMENT**

### **34.1 Letter of Appointment**

- 34.1.1 Upon engagement, each employee will be issued with a Letter of Employment by the Principal.
- 34.1.2 The employment of each employee will be subject to probationary period of one (1) year.
- 34.1.3 During the initial period of employment, a Teacher may terminate his/her employment with the College by giving not less than seven (7) weeks notice in writing; a School Assistant or an Early Childhood Assistant may terminate his/her employment by giving four (4) weeks notice in writing within one school term.
- 34.1.4 Subject to an appraisal of performance during the initial period of employment, and an assessment of the employees potential to contribute to the objectives of the College, the Principal may at his/her absolute discretion, confirm the employee's employment or terminate the employee's employment during the course of or at the conclusion of the initial period of employment by giving not less than one (1) terms notice in writing in either case. In the case of a School Assistant or an Early Childhood Assistant the period of notice or full payment in lieu of notice of termination of employment is four (4) weeks or full payment in lieu of notice. For School Assistants or Early Childhood Assistants who are 45 years of age or more at the date of termination, an additional weeks or payment in lieu of notice will apply.
- 34.1.5 During the period of probation the Principal may meet formally with the employee at least twice in each College term. At each of these meetings, the employee will be given feedback on his/her performance and will be informed of any concerns about his/her performance. The concerns are to be specifically stated, suggestions made to the employee about ways to improve his/her performance and the requirements for continuing employment clearly set out.

Such feedback and any concerns about performance are to be communicated to the employee in writing. At meetings subsequent to any concerns being raised about performance, the employee is to be kept informed of his/her progress or lack of progress in rectifying his/her performance.

Provided that employment has not been terminated earlier in accordance with the provisions of this Agreement, the Principal is to inform the employee by the end of Term 3 whether or not the employee will be offered continuing employment at the end of the probationary period. In effect the employee will be given one (1) term's notice of termination.

- 34.1.6 Subsequent to the initial period of employment, a Teacher may terminate his/her employment with the College by giving not less than seven (7) weeks' notice in writing within one term.

In the case of a School Assistant or an Early Childhood Assistant either the employee or the College may terminate the employee's employment by giving four (4) weeks notice in writing, or the College by payment of Salary in lieu of notice.

### **34.2 Due Process**

- 34.2.1 The College may terminate the employment of an employee by due process. Due process relates to those circumstances where an employee is considered by the College to be unsuitable or lacking the competence to perform the duties required. If termination of employment is effected under due process, the College is required to give a Teacher seven (7) weeks notice in writing wholly within the one school term or make a full payment of salary in lieu of notice. In the case of a School Assistant or an Early Childhood Assistant the period of notice or salary in lieu of notice of termination of employment is four (4) weeks notice in writing or payment of Salary in lieu of notice.
- 34.2.2 Prior to notice of termination of employment being effected within the meaning of this sub clause, the following process will apply:
- (i) The College will advise and discuss with the employee the reasons the employee's suitability or performance is considered unsatisfactory, such reasons to be set out in writing.

- (ii) The employee will be given the opportunity to defend himself/herself against any allegations made about his/her suitability or performance.
- (iii) The College will institute a series of review meetings where progress or lack of progress to correct performance and or other matters are fully discussed with the employee.
- (iv) The College will provide assistance and counselling to the employee where appropriate to individual circumstances.
- (v) The employee will be given a reasonable time to correct the matters considered by the College to be unsatisfactory.

34.2.3 In addition, the College has the right at any time to terminate the employment of an employee without notice for serious neglect of duty, serious misconduct, serious misrepresentation or persistent breach of the terms and conditions of employment. In such case the employee's salary and accrued entitlements will be paid up to the time of termination only.

34.2.4 The College may require an employee to perform such duties and undertake such responsibilities that are consistent with an employee's level of skill, training and or professional qualifications.

34.3.1 These duties and responsibilities may include matters additional to professional teaching, but which are considered necessary for the effective operation or needs of the College, and for the safety, development and general welfare of the students.

34.3.2 Employees who undertake other employment outside the College are expected to ensure that the other employment does not interfere or conflict in any way with their professional and general responsibilities at the College.

34.3.2 Teachers are not permitted to provide paid private tuition for any students of the College whom they currently teach. Teachers who wish to provide paid private tuition for other students of the College must obtain express permission from the Principal prior to undertaking this work.

## 35. INTRODUCTION OF CHANGE

35.1 Where the College has made a definite decision to introduce major changes in:

- organisation
- structure, or
- technology

that are likely to have significant effects on employees whose employment is within the scope of this Agreement, the College will notify affected employees of the proposed changes and elected workplace representatives.

35.2 Significant effects includes termination of employment major changes in the composition, operation or size of the College's workforce or in the skills required, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations, the restructuring of jobs.

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

35.4 The College will discuss with employees and if requested elected workplace representatives:

- the introduction of the changes referred to in 35.1
- the effects the changes are likely to have on employees
- measures to avert or mitigate the adverse effects of such changes on employees

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

35.6 The College will commence discussions as early as practicable after the College has made a definite decision to make the changes referred to in 35.1

35.7 For the purposes of such discussion and subject to 35.6, the College will provide in writing to employees and elected workplace representatives all relevant information about the changes including:

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

35.8 For the purposes of such discussions under 35.4, the College will not be required to disclose confidential information which would be inimical to the College's interests.

**36. STATEMENT OF SERVICE**

36.1 Upon termination of employment with the college, and upon request from an employee, the College will provide the employee with a written statement of employment.

**37. NO FURTHER CLAIMS**

The parties agree that no further claims with respect to salaries or terms and conditions of employment will be made on the College for the period of this Agreement.

**38. VARIATION**

If during the period of this Agreement the parties by consent wish to vary this Agreement, the variation(s) will be processed in accordance with the provisions of the WR Act.

## **PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS**

### **39. CLASSIFICATIONS AND SALARY**

39.1 Schedule 1A sets out the classification structure and progression through the salary scale.

39.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.

39.3 To the extent necessary, the College and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months and includes the salary and rates of pay in Schedules 1B.

### **40. ANNUAL LEAVE AND SCHOOL HOLIDAYS**

#### **40.1 Application**

40.1.1 This clause applies to teachers employed either full-time or part-time on a pro-rata basis.

40.1.2 This clause does not apply to part-time teachers employed for less than six (6) hours per week or to emergency teachers.

#### **40.2 Entitlement**

40.2.2 A teacher other than in the circumstances prescribed in 40.1.2 is entitled to school holidays without deduction of pay. School holidays are deemed to include annual leave.

40.1.3 The College may reduce a teacher's entitlement to school holidays where a teacher has taken unpaid leave in excess of ten working days in any school year pursuant to clause 12 (Personal Leave) or clause 18 (Leave Without Pay).

40.2.3 A teacher's entitlement to school holidays which has been reduced at the College's discretion under 40.2.2 will be calculated on the basis of one third of that teacher's working weeks (excluding holidays already received and periods of unpaid leave).

40.2.4 Where a teacher's entitlement to paid school holidays has been reduced pursuant to 40.2.2, the period which but for that reduction would have been paid school holidays will be unpaid leave (other than unpaid leave pursuant to clauses 14 and 20) and will be counted as service for all purposes of the agreement.

#### **40.3 Part-time teacher's entitlement**

A part-time teacher is entitled to school holidays on the same proportionate basis as the teacher's annual salary is calculated.

#### **40.4 Employment for less than a school year**

A teacher who is employed for part only of a school year will be paid a pro rata holiday entitlement calculated on the basis of one third of that teacher's number of working weeks (excluding paid holiday periods and periods of unpaid leave) at the rate of pay applicable at the time of school holidays or at the time that employment is terminated.

### **41. HOURS OF WORK AND CONTACT HOURS**

41.1 All full-time employees are expected to be in attendance at the College from 8.30 am to 4.00 pm Monday to Thursday, and from 8.30am to 3.30 pm Friday, each week.

#### **41.2 Full Time Secondary Teachers**

Contact time for a secondary teacher is eighteen (18) hours per week. (ie 24 lessons of 0.75 hours). Teachers may be allotted one or two teaching periods less than the specified allotment or more than the specified allotment, depending on the number of lessons allocated to a particular subject or the nature of the subject itself (ie. in terms of preparation or correction load).

A teacher whose allotment is less than the specified contact time may be allocated other duties or classes. Where a teacher's allotment is more than the specified contact time, a reduction may be made in that teacher's allocation of extras, or where appropriate, his/her supervisory duties.

#### **41.3 Part Time Secondary Teachers**

For the purpose of establishing part time teachers' contact hours, calculation will be made on the basis of eighteen (18) hours. The hours of attendance at the College for part time teachers will be calculated proportionate to the contact hours worked by the teacher, (eg. a teacher who is engaged to work 50% or 9 hours contact time, would be required to be in attendance at the College for 50% of full time attendance or 17.5 hours per week).

41.4 Contact time for Primary Teachers is twenty two and one half (22.5) hours per week (ie. 30 lessons of 0.75 hours). A teacher whose allotment is less than the specified contact time may be allocated other duties or classes.

#### **41.5 Part Time Primary Teachers**

For the purpose of establishing part time teachers' contact hours, calculation will be made on the basis of twenty two and one half (22.5) hours. The hours of attendance at the College for part time teachers will be calculated proportionate to the contact hours worked by the teacher.

#### **41.6 Full Time Kindergarten Teachers**

All employees are expected to be in attendance at the College from 8.30 am to 4.00pm Monday to Thursday each week; with breaks, which includes lunch and tea breaks, totalling one (1) hour. The hours of attendance on Friday of each week are 8.30 am to 12.30 pm, plus preparation time from 1.00 pm to 3.30 pm. Contact time for Kindergarten Teachers is twenty four (24) hours per week.

#### **41.7 Part Time Kindergarten Teachers**

For the purpose of establishing part time kindergarten teachers' contact hours, calculation will be made on the basis of twenty four (24) hours. The hours of attendance at the College for part time teachers will be calculated proportionate to the contact hours worked by the teacher.

41.8 Duties and Extras. A part time teacher will undertake additional duties and extras as allocated by the College within the teacher's hours of attendance, which are proportionate to full time duties.

41.9 All employees, both full time and part time, will be required to attend staff meetings, departmental meetings and professional development days as set down by the College. The College will endeavour to arrange meetings at times that are mutually convenient.

#### **41.10 Extra Curricular Activities**

In addition, all employees are expected to assist with extra curricular and or co-curricular activities. Part time teachers will participate in extra curricular and or co-curricular activities, proportionate to their allotment.

### **42. NOTICE OF TERMINATION**

42.1 Where the College 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.

42.2 Where the College wishes to terminate the employment of a Teacher, where the Teacher has had less than five years' continuous service with the College, the College will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.

42.3 Where the College wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the College will give the Fixed Term Teacher 4 weeks' notice if the Teacher being replaced provides notice to the College pursuant to clause 18.12.12 that the Teacher being replaced wishes to return from parental leave.

- 42.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 42.5 A Teacher must provide the College with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 42.6 The notice period in clauses 42.1 and 42.2 does not apply where the Teacher is guilty of serious misconduct.

## **PART 4: CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS**

### **43. CLASSIFICATIONS AND SALARIES**

- 43.1 Schedule 2A sets out the classification structure for a School Assistant.
- 43.2 Schedule 2B sets out the salary scale for a School Assistant entitled to School Holidays.
- 43.3 To the extent necessary, the College and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

### **44. HOURS OF WORK**

- 44.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week. All full-time employees are expected to be in attendance at the College from 8.30 am to 4.00 pm Monday to Thursday, and from 8.30am to 3.30 pm Friday, each week.

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

#### **44.3 Kindergarten Assistants**

All employees are expected to be in attendance at the College from 8.30 am to 4.00pm Monday to Thursday each week; with breaks, which includes lunch and tea breaks, totalling one (1) hour. The hours of attendance on Friday of each week are 8.30 am to 12.30 pm, plus preparation time from 1.00 pm to 3.30 pm. Contact time for a full-time Kindergarten Assistants is twenty four (24) hours per week.

### **45. ANNUAL LEAVE AND SCHOOL HOLIDAYS**

#### **45.1.1 Annual leave for School Assistants in receipt of paid school holidays**

- 45.1.1.1 A School Assistant paid in accordance with Schedule 2B(1) of this agreement will other than in circumstances prescribed in clause 45.1.3, be entitled to school holidays without deduction of pay.

- 45.1.1.2 Where a School Assistant takes leave without pay or unpaid carer's leave in excess of ten working days in any school year, the School Assistant's entitlement to school holidays will, at the discretion of the Principal, be calculated on the basis of one third of that School Assistant's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).

- 45.1.1.3 Where a School Assistant's entitlement to paid annual leave has been reduced pursuant to clause 45.1.3 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the agreement.

- 45.1.1.4 A School Assistant who is employed for part only of a school year will be paid a pro rata holiday entitlement calculated on the basis of one third of that School Assistant's number of working weeks (excluding paid holiday periods) at the rate of pay applicable at the time leave is taken or employment is terminated.

#### **45.1.2 Annual leave for School Assistants in receipt of 4 weeks annual leave**

- 45.1.2.1 A School Assistant paid in accordance Schedule 2B(2) of this agreement will, other than in circumstances prescribed in 45.1.2.2, be entitled to four week's annual leave exclusive of public holidays falling in such leave.

- 45.1.2.2 Where a School Assistant takes leave without pay or unpaid carer's leave in excess of ten working days in any school year the School Assistant's entitlement to annual leave will be calculated on the basis of one twelfth of that School Assistant's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).

45.1.2.3 Where a School Assistant's entitlement to paid annual leave has been reduced pursuant to 45.1.2.2 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the agreement.

#### 46. NOTICE OF TERMINATION

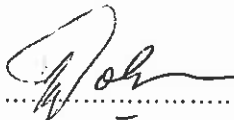
- 46.1 Where the College wishes to terminate the employment of a School Assistant, 4 weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 46.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
- 46.3 A School Assistant must provide the College with a minimum of 4 weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 46.4 In addition to the period of notice specified in clause 46.1, a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service, will be entitled to an additional week's notice.
- 46.5 The notice period in clause 46.1 does not apply where the School Assistant is guilty of serious misconduct.

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### Signatures of the Parties

SIGNED for and on behalf of  
Bialik College (Nominees) Pty. Ltd. [ABN 27 004 987 062]  
Bialik College (Jewish School) Pty. Ltd. [ABN 46 004 651 681]  
429 Auburn Road, Hawthorn East 3123

by its ~~Principal~~ *BUSINESS MANAGER*



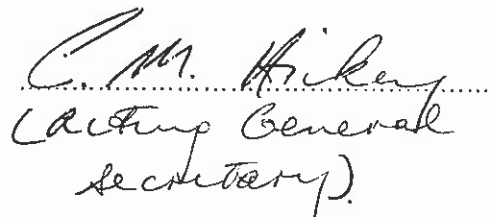
.....

DATED This *21<sup>st</sup>* day of *November* 2008

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SIGNED for and on behalf of  
Victorian Independent Education Union [ABN 34 532 902 687]  
120 Clarendon Street, Southbank 3006

by its Secretary



.....  
(Acting General Secretary)

DATED This *21* day of *November* 2008

## **SCHEDULE 1A: CLASSIFICATION STRUCTURE (TEACHERS)**

### **1 A.1 Teachers with full and provisional registration**

1 A.1.1 A teacher holding full or provisional registration, who has a four year approved training course beyond secondary school including teacher training will commence at level 1 and will progress to level 10 in annual increments on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

1A.1.2 A teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

### **1A.2 Permission to Teach teachers**

1A.2.1 A Permission to Teach teacher will be paid not less than level 1.

1A.2.2 Where a Permission to Teach teacher receives full or provisional registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the teacher's notification in writing, to the employer.

### **1A.2.3 Acquisition of Additional Qualifications**

A three or four year trained teachers who acquires additional qualifications relevant to the teacher's position of employment with the school, is entitled to be credited with the equivalent of one year of experience for each qualification (where that qualification is at least the equivalent of one full year course of study) and is required to notify the employer in writing of the acquisition of the qualification. The written notice must be accompanied by satisfactory evidence of acquisition. When the teacher gains the qualification at the end of the tertiary year, the advancement shall take effect from the commencement of the next school year. When the teacher gains the qualification during the year, the advancement should take effect immediately from the notification of attainment, with their original anniversary date retained.

### **1A.2.4 Tenure of Positions of Responsibility**

From the date of lodgment of this agreement any newly appointed Positions Of Responsibility will be for a fixed term. If at the expiry of the tenure position and if not re-appointed to another position of Responsibility, Teachers holding these fixed term positions will be entitled to return to their Full or Part-time teaching allotment held at the time prior to the appointment to the Position of Responsibility, or for new employees, in accordance with their specified hours pursuant to clause 10.

## SCHEDULE 1B: SALARIES (TEACHERS)

1B.1 The annual salary for a full-time teacher will be not less than that prescribed by the following table.

<u>LEVEL</u>	<u>Current</u>	<u>\$1000</u>	<u>1 July 2008</u>	<u>1 Jan 2009</u>	<u>1 Jan 2010</u>	<u>1 Jan 2011</u>
1	49,339	1000	53,231	54,674	56,155	57,677
2	50,745	1000	54,749	56,233	57,757	59,322
3	52,191	1000	57,913	59,482	61,094	62,750
4	55,208	1000	59,564	61,178	62,836	64,539
5	56,782	1000	61,262	62,922	64,627	66,379
6	58,400	1000	62,725	64,425	66,171	67,964
7	60,065	1000	64,804	66,560	68,364	70,217
8	64,001	1000	67,136	68,955	70,824	72,743
9	65,985	1000	69,218	71,094	73,020	74,999
10	68,031	1000	71,363	73,297	75,284	77,325
10 + / 11		1000	78,520	80,648	82,833	85,078
LT1 /11	69,894	1000	78,520	80,648	82,833	85,078
LT2 /11	71,810	1000	78,520	80,648	82,833	85,078
SM	5244		5,501	5,650	5,803	5,960
HOD	8272		8,677	8,912	9,154	9,402

1B.2 Translocation

Teachers who have been on current Level 10 for more than 12 Months at 1 July 2008 will progress automatically to the new level 11 as at 1 July 2008. Teachers formerly classified LT1 and LT2 will be known as Level 11 on the new scale.

1B.2 Weekly Salary

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

1B.3 Annual Leave Loading

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

1 B.4 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than:

	1 July 2008	1 January 2009	1 January 2010	1 January 2011
Pr Hour	\$37.87	\$38.90	\$39.95	\$41.03
Pr Day	\$227.11	\$233.26	\$239.59	\$246.08

## SCHEDULE 2A: SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

2A.1.1 Upon engagement, the College will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.1.2 A Part Time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full Time School Assistant.

2A.2 Incremental advancement

2A.2.1 Advancement to the next increment within the appropriate Grade will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2A.2.2 Service for the purposes of this clause will include all service in any other school at the grade *or position* to which the School Assistant is appointed.

2A.3 Casual Rate of Pay

2A.3.1 A casual school Assistant will be paid an hourly rate of pay calculated as follows

Weekly rate as per schedule 2B(2) for first year at appropriate level x 1.25  
38

2A.3.2 The 25 percent loading is incorporated in the rate of pay is in lieu of any entitlement to annual leave or school holidays, leave loading, personal leave (including sick leave, carer's leave and bereavement leave) or parental leave.

**SCHEDULE 2B(1): SCHOOL ASSISTANT SALARY RATES**

LEVEL	Current	1 July 2008 (4.9%)	1 January 2009 (2.71%)	1 January 2010 (2.71%)	1 January 2011(2.71%)	
<b>Range 4 (Library and Laboratory Managers)</b>	47,506	49,834	51,184	52,571	53,996	
Level 1						
<b>Range 3 (Laboratory and Library Assistants)</b>						
Level 3-1	42,246	44,316	45,517	46,751	48,017	
Level 3-2	43,437	45,565	46,800	48,069	49,371	
Level 3-3	44,622	46,808	48,077	49,380	50,718	
Level 3-4	45,783	48,026	49,328	50,665	52,038	
<b>Range 2 (Kindergarten Assistants)</b>						
Level 2-1	37,421	39,255	40,318	41,411	42,533	
Level 2-2	38,526	40,414	41,509	42,634	43,789	
Level 2-3	39,629	41,571	42,697	43,854	45,043	
Level 2-4	40,427	42,408	43,557	44,738	45,950	
Level 2-5	41,046	43,057	44,224	45,423	46,654	
<b>Range 1 (Aides and Assistants)</b>						
Level 1-1	30,580	32,078	32,948	33,841	34,758	
Level 1-2	31,920	33,484	34,391	35,324	36,281	
Level 1-3	33,265	34,895	35,841	36,812	37,810	
Level 1-4	34,611	36,307	37,291	38,301	39,339	
Level 1-5	36,105	37,874	38,901	39,955	41,038	

**SCHEDULE 2B(2): SALARY RATES FOR SCHOOL ASSISTANTS**

Structure	Current	Lump sum	1/7/08	Trans- lation occurs 1/1/09	1/1/09 2.71	1/1/10 2.71	1/1/11 2.71
Senior Lab Tech/Lab Manager							
4-3		500	54,894	4-3	56,381	57,909	59,479
4-2		500	53,115	4-2	54,555	56,032	57,551
4-1		500	50,918	4-1	52,298	53,716	55,172
Lab and Library Assistants							
3-4	45,783	1,000	48,308	3-3	49,617	50,962	52,343
3-3	44,622	500	47,121	3-3	N/A	N/A	N/A
3-2	43,437	500	46,556	3-2	47,818	49,113	50,444
3-1	42,246	500	45,047	3-1	46,268	47,522	48,809
Kinder Assistants							
2-5	41,046	500	43,586	2-3	44,767	45,980	47,226
2-4	40,427	500	43,586	2-3	44,767	45,980	47,226
2-3	39,629	500	42,174	2-2	43,317	44,491	45,697
2-2	38,526	500	40,806	2-1	41,912	43,048	44,215
2-1	37,421	500	39,666	2-1	N/A	N/A	N/A
Aides and Assistants							
1-5	36,105	500	37,874	1-4	38,900	39,954	41,037
1-4	34,611	500	36,306	1-3	37,290	38,301	39,339
1-3	33,265	500	34,896	1-2	35,841	36,812	37,810
1-2	31,960	500	33,487	1-1	34,395	35,327	36,283
1-1	30,560	500	32,027	1-1	N/A	N/A	N/A