



FAIR WORK  
AUSTRALIA

## DECISION

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

**Christ the King Anglican College**  
(AG2011/2416)

### CHRIST THE KING ANGLICAN COLLEGE AGREEMENT 2011-2014

Educational services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 19 SEPTEMBER 2011

*Application for approval of the Christ the King Anglican College Agreement 2011-2014.*

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

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54, will operate from 26 September 2011. The nominal expiry date of the Agreement is 1 July 2014.

[4] Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code J, AE888395 PR514770>



## **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

### **1 TITLE**

This Agreement is to be known as the Christ the King Anglican College Agreement 2011-2014 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth.).

### **2 ARRANGEMENT**

This Agreement is arranged as follows.

<b><u>Part Title</u></b>	<b><u>Part</u></b>	<b><u>Clause</u></b>
Application and Operation of Agreement	1	1 - 8
Conditions of Employment for all Employees Covered by the Agreement	2	9 - 35
Conditions of Employment for Teachers	3	36 - 48
Conditions of Employment for General Employees	4	49 - 62

<b><u>Clause Title</u></b>	<b><u>Part</u></b>	<b><u>Clause</u></b>
Accident Compensation and Accident Makeup Pay	2	23
Agreement Flexibility	2	9
Allowances	4	60
Annual Leave – General Employees	4	56
Annual Leave – Teachers	3	39
Annual Leave Loading	2	26
Arrangement	1	2
Breakage and Loss	2	27
Breaks	4	52
Camp Allowance and Time in Lieu	3	47
Classifications and Salaries – General Employees	4	49
Classifications and Salaries – Teachers	3	36
College Policies	2	33
Commencement Date and Period of Operation	1	3
Compassionate Leave	2	17
Complaints Handling	2	32
Consultation Regarding Major Workplace Change	2	10
Contract of Employment	2	30
Definitions	1	7
Dispute Resolution Procedure	1	8
Examination Leave	2	28
Extras	3	42
Health and Safety Representative – Release Time	2	35
Higher Duties	4	61
Hours of Work – General Employees	4	50
Hours of Work – Teachers	3	37
Infectious Diseases Leave	2	18
Leave without Pay	2	22
Long Service Leave	2	21
Meal Allowance	3	45
Minimum Employment Period	2	12
Modes of Employment	2	11
National Employment Standards	1	6

## Christ the King Anglican College Agreement 2011-2014

Non Attendance Time	2	38
Notice of Termination – General Employees	4	59
Notice of Termination – Teachers	3	43
Overtime	4	55
Parental Allowance	2	20
Parental Leave	2	19
Parties Bound	1	4
Payment Arrangements	2	15
Penalty Rates	4	54
Performance Management	2	31
Personal/Carer's Leave	2	16
Professional Development	2	34
Protective Clothing	3	46
Public Holidays – General Employees	4	62
Public Holidays – Teachers	3	44
Qualification Conferral Leave	2	29
Redundancy	2	25
Relationship to Awards	1	5
Remuneration Packaging	2	13
Rostered Days Off	4	51
School Holidays	4	57
Shiftwork	4	53
Spread of Hours for Part-time Teachers	3	40
Superannuation	2	14
Title	1	1
Travel Allowance	3	48
Withholding of Monies	2	24

### **Schedule Title**

### **Schedule Number**

#### **Teachers**

Classification Structure (Teachers)	1A
Salaries (Teachers)	1B
Positions of Responsibility Structure (Teachers)	1C
Positions of Responsibility Rates of Pay (Teachers)	1D

#### **General Employees**

Classification Structure (General Employees)	2A
Salaries (General Employees with School Holidays)	2B
Salaries (General Employees with Annual Leave)	2C

### **3 COMMENCEMENT DATE AND PERIOD OF OPERATION**

3.1 This Agreement will operate from seven (7) days after the date of approval by Fair Work Australia.

3.2 The nominal expiry date of the Agreement is 1 July 2014.

### **4 PARTIES BOUND**

4.1 This Agreement binds:

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

iii. General Employees.

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

## 6 NATIONAL EMPLOYMENT STANDARDS

6.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

6.2 This Agreement will provide industry or enterprise specific detail where it deals with a matter provided for in the NES.

## 7 DEFINITIONS

Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Award	means the following: <ul style="list-style-type: none"> <li>• The <i>Educational Services (Teachers) Award 2010</i>;</li> <li>• The <i>Educational Services (Schools) General Staff Award 2010</i></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 8 of this Agreement
FW Act	means the <i>Fair Work Act 2009</i> (Cth)
FWA	means Fair Work Australia
Employee	means a person covered by this Agreement
Employer	means the Christ the King Anglican College ABN: 59 574 930 719
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Employee	means an Employee employed pursuant to clause 8 of this Agreement
FW Act	means the <i>Fair Work Act 2009</i> (Cth)
Full Time Employee	means an Employee employed pursuant to clause 8 of this Agreement.
General Employee	means an Employee of a school providing: <ul style="list-style-type: none"> <li>• classroom support services—being an employee whose principal duties are to provide support to teachers and</li> </ul>

	<p>students in a primary or secondary classroom or to individual students or groups of students;</p> <ul style="list-style-type: none"> <li>• curriculum/resources services—being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;</li> <li>• instructional services—being an employee, other than a qualified teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff;</li> <li>• school administration services—being an employee whose principal duties are in the functional areas of a school’s business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management;</li> <li>• school operational services—being an employee whose principal duties are to support the other services of a school, including but not limited to:             <ul style="list-style-type: none"> <li>○ construction, plumbing, carpentry, painting and other trades;</li> <li>○ cleaning, maintenance, school facility management;</li> <li>○ security, caretaking;</li> <li>○ gardening, turf management, farming;</li> <li>○ retailing—canteens, uniform shops, book shops;</li> <li>○ cooking/catering, housekeeping, laundry; and</li> <li>○ bus driving and vehicle maintenance.</li> </ul> </li> <li>• wellbeing services—being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists.</li> </ul>
<p>Immediate Family</p>	<p>means</p> <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, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and</li> <li>• child 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>
<p>NES</p>	<p>means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth)</p>
<p>Non Attendance</p>	<p>means a period of time that will be announced in advance of the</p>

Christ the King Anglican College Agreement 2011-2014

Time	new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to clause 8 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ul 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> </ul>
Principal	means Principal of Christ the King Anglican College or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005</i> (Vic.)
School	means Christ the King Anglican College ABN: 59 574 930 719 trading as Christ the King Anglican College
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means a person who holds Full Registration or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes a qualified teacher librarian and a Permission to Teach Teacher but does not include a person employed as a Principal, Deputy Principal, or Head of School by whatever name called
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic.)

## **8 DISPUTE RESOLUTION PROCEDURE**

- 8.1 If a dispute relates to:
- (a) a matter arising under the Agreement, or
  - (b) the NES,
- this clause sets out procedures to settle the dispute.
- 8.2 FWA may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.
- 8.3 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 8.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 8.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.
- 8.6 FWA may deal with the dispute in two stages:
- (a) FWA will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if FWA is unable to resolve the dispute at the first stage, FWA may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

**Note** If FWA arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that FWA makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 8.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or

- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

8.8 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

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

### **9 AGREEMENT FLEXIBILITY**

9.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the Agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.3 The Employer must ensure that the individual flexibility arrangement:

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

9.4 The Employer must give the Employee a copy of the individual flexibility

arrangement within 14 days after it is agreed to.

- 9.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing — at anytime.

## **10 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

- 10.1 The provisions of this clause apply where:
- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) the change is likely to have a significant effect on Employees of the enterprise.
- 10.2 The Employer must notify the relevant Employees of the decision to introduce the major change.
- 10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
  - (b) the Employee or Employees advise the Employer of the identity of the representative,
- the Employer must recognise the representative.
- 10.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- 10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8 If a clause in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 10.2, 10.3 and 10.5 are

taken not to apply.

- 10.9 In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.
- 10.10 In this clause, **relevant employees** means the employees who may be affected by the major change.

## 11 MODES OF EMPLOYMENT

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

### 11.1 Full Time Employees

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

### 11.2 Part Time Employee

- 11.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- 11.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.
- 11.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 11.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 20 hours.

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

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

### 11.3 Fixed Term Employee

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

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation;  
or
- 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.

11.3.2 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.

11.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

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

11.3.4 Subject to clause 9, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 43 or 59.

11.3.5 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.

#### 11.4 Casual Employee

11.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

11.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B. This rate of pay includes a loading in lieu of paid leave entitlements.

11.4.3 The Employer will engage a Casual Teacher for a full day or a half day.

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

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- jury service leave
- school holidays

- non attendance time
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- accident make-up pay
- a loading for work on public holidays

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

11.4.6 The Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

11.4.7 The Employer must not employ a Casual General Employee, for longer than two concurrent school terms.

## **12 MINIMUM EMPLOYMENT PERIOD**

12.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.

12.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process as provided for by this agreement, performance or conduct management policies or procedures in place, from time to time.

12.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed by the relevant Award or payment in lieu of notice, as follows.

Employee	Period of Notice
<b>Teacher</b>	7 term weeks
<b>General Staff</b>	4 weeks

12.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 12.3 above

## **13 REMUNERATION PACKAGING**

13.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with

legislation and Australian Taxation Office rulings until otherwise advised.

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

#### **14 SUPERANNUATION**

The Employer will continue to make an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Australian Super Fund.

#### **15 PAYMENT ARRANGEMENTS**

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

#### **16 PERSONAL/CARER'S LEAVE**

- 16.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 16.2 An Employee other than a casual Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- 16.3 For a full-time Employee the personal leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal leave on a pro rata basis based on their rostered hours of work.
- 16.4 Where a full-time Employee has a need for personal or carer's leave that exceeds the Employee's accrued entitlement at the time that leave is needed, the Employee is entitled to be paid sick leave in advance of accrual as follows:
- (a) six (6) days during the first term worked, and thereafter, an additional three (3) days during at the commencement of each subsequent school, if in the first year of service with the Employer, or
  - (b) up to the annual entitlement of 15 days, if in the second or subsequent year of service,
- provided that the notice and evidentiary requirements are met.
- 16.5 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 16.6 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

16.7 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 Employer and the Employee.

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

#### 16.9 **Notice and Evidentiary Requirements**

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

16.9.2 An Employee is entitled to sick leave provided that:

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

16.9.3 An Employee is entitled to carer's leave provided that the Employee produces, if required by the Employer, a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer stating the person concerned was affected by an illness, injury or unexpected emergency and that the illness, injury or unexpected emergency is such as to require care by another. In the case of an unexpected emergency, sufficient information must be provided to verify the unexpected emergency.

### **17 COMPASSIONATE LEAVE**

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

17.2 An Employee other than a casual employee may take three (3) days' paid leave per permissible 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.

17.3 This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.

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

## **18 INFECTIOUS DISEASES LEAVE**

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

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

18.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

## **19 PARENTAL LEAVE**

19.1 Parental leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms and conditions.

19.2 An Employee who is eligible for parental leave pursuant to the NES may access a period of 104 weeks unpaid parental leave in relation to the birth or adoption of a child.

19.3 An Employee who is entitled to parental leave pursuant to the NES may request the Employer to allow the Employee to extend the period of concurrent unpaid parental leave provided for in the NES up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

19.4 An application under 19.3 must be made not less than ten (10) weeks prior to the commencement date of the concurrent period of parental leave, where practicable.

## **20 PARENTAL ALLOWANCE**

20.1 Where an Employee other than a casual Employee is granted unpaid parental leave in accordance with the NES and clause 19 – Parental Leave of this

Agreement, and where the Employee will have the primary responsibility for the care of a child, the Employee is entitled to be paid a parental allowance:

- a) equivalent to ten (10) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of ten weeks' unpaid parental leave commencing at or around the time of the birth of the child; or
- b) equivalent to ten (10) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of ten weeks' unpaid adoption leave at or around the time of the placement of the child with the Employee.

20.2 During the period of time that the Employee is in receipt of the parental allowance under 20.1, the Employee is entitled to accrue annual leave, as defined by the NES, and personal/carer's leave, in accordance this Agreement. The Employee is not entitled to accrue long service leave in accordance with the LSL Act.

20.3 Where an Employee takes a period of concurrent parental leave at the time of the birth or placement of a child in accordance with the NES, the Employee is entitled to 5 days paid parental leave to care for such child and/or mother of the child. This leave must be taken in the period commencing one week before the expected date of birth of the child and concluding six weeks after the actual date of confinement of the child.

20.4 An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 20.1 or 20.3.

20.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 20.1.

20.6 The parental allowance is not payable during a period of paid leave. Where an Employee is required to take annual leave, Non Attendance Time or additional leave during shut down periods, the timing of the payment of the parental allowance will be adjusted to ensure the parental allowance as specified in 20.1 and 20.3 is paid in full at the expiration of these periods of leave provided.

## **21 LONG SERVICE LEAVE**

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

21.1.2 An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.

21.1.3 Subject to clauses 21.1.2, an Employee may take a pro rata amount of long service leave after the completion of seven (7) years continuous employment with the College.

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

21.1.5 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.

21.1.6 An Employee whose time fraction has varied during service will receive payment at the proportionate rate, calculated by averaging the time fractions over the period of service

## 21.2 Illness on Long Service Leave

21.3 Subject to the requirements of 21.4, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the 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.

21.4 The Employee's application under 21.3:

- 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 Medical 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.

## 22 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.)*.

## 23 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

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

23.2 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:

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

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

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

23.4 For the purposes of 23.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

23.5 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985 (Vic)*, and where the Employee is entitled to annual leave at the part time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the Act.

## **24 WITHHOLDING OF MONIES**

If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

## **25 REDUNDANCY**

### **25.1 Definition**

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

### **25.2 Redundancy Disputes**

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

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

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

25.3 Transfer to lower paid duties

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

25.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

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

For the purposes of this clause **continuous service** will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

25.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 25.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

25.6 Alternative employment

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

25.7 Time off during notice period

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

**26 ANNUAL LEAVE LOADING**

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

26.2 A Teacher or General Employee in receipt of school holidays who is employed for part only of a year is entitled to be paid leave loading as follows:

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

26.3 A General Employee who is in receipt of annual leave for part only of a year is entitled to be paid leave loading as follows:

$$17.5\% \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

26.4 An Employer will 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.

**27 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.

**28 EXAMINATION LEAVE**

An Employee will be granted leave with pay to attend compulsory examinations or for the purpose of completing compulsory assessment tasks in a relevant course of study as approved by the principal. Such leave will be limited to a maximum of 4 days per year and is not cumulative.

**29 QUALIFICATION CONFERRAL LEAVE**

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

### **30 CONTRACT OF EMPLOYMENT**

#### **30.1 Letter of Appointment**

Upon engagement, the College will provide all employees (other than casual teachers) with a letter of appointment.

#### **30.2 Statement of Service**

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.

### **31 PERFORMANCE MANAGEMENT**

31.1 Where the Principal has concerns with the conduct or performance of an employee, the College will instigate Due Process as outlined in this clause.

31.2 The provisions of this clause do not apply in cases of serious misconduct. Where allegations of serious misconduct arise in the workplace the Employer will provide an opportunity to the Employee to respond to any such allegations. The Employee shall have the right to be accompanied by a support person at any such meetings.

31.3 To instigate Due Process the Principal shall meet with the employee and provide notice in writing of:

(a) the employer's concerns about the employee's conduct or performance

(b) the period of the due process, stating the expected timeline of the total process and the times and dates when review meetings will take place within the timeline

(c) the College's right to terminate the employment should due process not resolve the College's concerns

31.4 At the initial meeting, the employee shall be given an opportunity to seek clarification of any points raised in the employer's letter and there shall be an attempt to reach agreement regarding the expected timeline of the total process and the times and dates when review meetings will take place within the timeline.

31.5 The employee shall have the right to be accompanied by a nominee of the employee at this meeting and subsequent review meetings.

31.6 At the review meetings during the period of Due Process the employee shall demonstrate how the concerns of the employer are being addressed and the employer shall provide advice to the employee as to the progress of the employee in addressing the concerns.

31.7 At the end of the timeline the employer shall advise the employee in writing as to whether the employer's concerns have been satisfactorily addressed and whether sufficient progress has been made to conclude the Due Process.

31.8 Following the conclusion of the Due Process, if the employer's intended course of action is to terminate the employment of the employee, the relevant notice in clause 43 or clause 59 will apply.

## **32 COMPLAINTS HANDLING**

The College's process for handling of complaints against staff is set out in Schedule 3.

## **33 COLLEGE POLICIES**

Employees must abide by all College policies and protocols as published from time to time. Failure to comply with these requirements may result in disciplinary action being taken by the College which may include termination of employment. College Policies do not form part of and are not incorporated into this agreement.

## **34 PROFESSIONAL DEVELOPMENT**

Employees are required to participate in a minimum of one major Professional Development activity per year.

## **35 HEALTH AND SAFETY REPRESENTATIVE – RELEASE TIME**

An elected occupational health and safety representative will be entitled to one hour of release time per fortnight to fulfil his/her duties and responsibilities as occupational health and safety representative at the College.

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

## **36 CLASSIFICATIONS AND SALARY**

36.1 Schedule 1A sets out the classification structure and progression arrangements.

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

36.3 Schedule 1C sets out the position of responsibility structure and Schedule 1D sets out the applicable rates of pay.

36.4 The salary specified in Schedule 1B or 1D is in compensation for all hours worked under this Agreement.

### **37 HOURS OF WORK - TEACHERS**

37.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

37.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.

37.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

37.4 Some duties may need to be performed at times other than during the school day or when students are in attendance, including on weekends.

37.5 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

37.6 Normal hours of work for employees are 8.30 am to 4 pm Monday to Friday. Between these hours, employees must be on College premises for all scheduled duties, unless they are absent on College business. An employee is expected to be on College premises if they do not have scheduled duties and unless they have the consent of the College reception for their absence. Such consent will not be unreasonably refused.

37.7 Teachers are expected to attend one staff meeting per week and on that day will be required to stay until 4.30 pm.

#### **37.8 Face To Face Teaching**

37.8.1 A teacher may be required to teach the maximum standard number of hours per week of face to face teaching but will not be required in excess of this maximum.

37.8.2 The maximum face to face teaching hours as defined will be 20 hours per week for teachers.

37.8.3 "Face to Face Teaching" in relation to a particular teacher means regular rostered teaching sessions in a documented course of study for which the teacher has primary responsibility for educational delivery. It also includes scheduled College assemblies and home room.

### **38 NON ATTENDANCE TIME**

38.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

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

38.3 A teacher is entitled to be paid during periods of Non-Attendance Time. Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 38.4.

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

$$\left( \frac{\text{Number of weeks of a Teacher's Attendance Time}}{\text{Total number of School's Attendance Time}} \right) \times \text{Non Attendance Time} - \text{Non Attendance Time weeks already taken}$$

### 39 ANNUAL LEAVE - TEACHERS

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

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

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

39.4 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.

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

### 40 SPREAD OF HOURS FOR PART-TIME TEACHERS

The hours of Part-time teachers shall fall within the following, unless the employee consents to another arrangement or if such hours are not reasonable taking into account proven timetable constraints:

- up to 0.2 to work 2 days or fewer
- above 0.2 up to 0.4 to work 3 days or fewer
- above 0.4 up to 0.6 to work 4 days or fewer
- above 0.6 to work 5 days or fewer

#### **41 CLASS SIZES**

- 41.1 The maximum class size is 25 students per class except when varied according to clause 41.2.
- 41.2 A class may have more than 25 students provided that a written agreement is negotiated between the Principal, the teacher (or teachers) of the class and the elected VIEU sub-branch representative. The agreement must detail the class and its new maximum class size, the additional resources which would be allocated to facilitate the teaching of the class and the duration of the agreement. Agreement will not be unreasonably withheld.

#### **42 EXTRAS**

No more than 3 extras can be allocated per fortnight. The maximum number of extras for a full time load will not exceed 7 hours in any one term.

#### **43 NOTICE OF TERMINATION - TEACHERS**

- 43.1 Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to clause 12, or a Teacher wishes to resign during a minimum employment period, the period of notice is specified by clause 12.
- 43.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 43.3 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 43.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.
- 43.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1D (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 43.6 Subject to clause 12, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 43.7 The notice period in this clause and in clause 12 do not apply where the Teacher is guilty of serious misconduct.

#### **44 PUBLIC HOLIDAYS**

44.1 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.

44.2 Public holidays that occur during a period of leave for Employees in accordance with 39 or 56 do not create an additional entitlement.

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

44.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

44.5 An agreement made in accordance with 44.3 or 44.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

#### **45 MEAL ALLOWANCE**

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

#### **46 PROTECTIVE CLOTHING**

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

#### **47 CAMP ALLOWANCE AND TIME IN LIEU**

Those employees required to attend overnight curriculum or Year Level Activity based camps will be paid a \$30 per night allowance. Where employees attend camps that occur on a weekend, time-in-lieu in addition to the \$30 overnight allowance may be negotiated with the principal.

#### **48 TRAVEL ALLOWANCE**

The College acknowledges the importance of ongoing professional development both to the individual staff members and to the College. It is recognised that some forms

of professional development require staff to travel considerable distances. The College encourages staff, for economic and environmental reasons, to maximise their use of public transport and car pooling but recognises that this is not always feasible.

For professional development or other activities deemed by the Principal to be a high priority to the College, approved in advance by the Principal, the College will refund upon presentation of original receipts:

- Expenditure on fuel or public transport
- Accommodation costs of up to \$150 per night.

## **PART 4 – CONDITIONS OF EMPLOYMENT FOR GENERAL EMPLOYEES**

### **49 CLASSIFICATIONS AND SALARIES**

- 49.1 Schedule 2A sets out the classification structure for a General Employee.
- 49.2 Schedule 2B sets out the salary for a General Employee entitled to School Holidays.
- 49.3 Schedule 2C sets out the salary for a General Employee entitled to four weeks' annual leave.

### **50 HOURS OF WORK – GENERAL EMPLOYEES**

- 50.1 The ordinary hours of work for a Full Time General Employee will be 38 hours per week.
- 50.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 50.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked on any day from Monday to Friday between 7.00 am and 6.00 pm

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of General Employees, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

- 50.4 The Employer may require a part-time General Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (a) Where the General Employee's hours are averaged:
- (i) the General Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 50.3, do not result in the General Employee working more than eight hours on that day, and do not result in the General Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
  - (ii) in all other cases the General Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

- (b) Where the General Employee's hours are not averaged:
  - (i) the General Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 50.3, and do not result in the General Employee working more than eight hours on that day; and
  - (ii) in all other cases the General Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where additional hours are worked on a day the General Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (d) Additional hours worked by a part-time General Employee in accordance with this clause do not accrue leave entitlements under this award or the NES.
- (e) Where the Employer requests a General Employee to work more than five hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within in any consecutive five-day period, the General Employee may refuse to work all hours on excess of five hours.

#### 50.5 Breaks between periods of duty

- (a) A General Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an employer requires a General Employee to continue or resume work without having a 10-hour break off duty, the General Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in clauses 50.5(a) and (b) do not apply to:
  - (i) a General Employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises;
  - (iii) a General Employee who is attending a school camp or excursion; or
  - (iv) a General Employee working a broken shift.

### **51 ROSTERED DAYS OFF**

51.1 The employer and a General Employee may agree that the ordinary hours of work provided by clause 50—Hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply.

51.2 The General Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.

- 51.3 The General Employee will accrue 24 minutes for each eight hour day worked to give the General Employee an entitlement to take rostered days off.
- 51.4 Each day of paid leave taken by a General Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 51.2.
- 51.5 Rostered days off will not be regarded as part of the General Employee's annual leave for any purpose.
- 51.6 A General Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 51.7 A General Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the General Employee has accrued in accordance with clause 51.2.
- 51.8 A General Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the General Employee has accrued in accordance with clause 51.2.
- 51.9 Rostered days off will be determined by mutual agreement between the employer and the General Employee, having regards to the needs of the place of employment.
- 51.10A General Employee will be advised by the employer at least four weeks in advance of the day on which the General Employee is to be rostered off duty.

## **52 BREAKS**

### **52.1 Meal break**

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

### **52.2 Rest break**

- (a) At a time suitable to the employer, a General Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and a General Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding 52.2(a), a General Employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

## **53 SHIFTWORK**

### **53.1 Ordinary hours for shiftwork**

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal

breaks);

- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with clause 53.4.

### 53.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 50.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 50.3; and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

### 53.3 Broken shifts

- (a) A General Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) A General Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

### 53.4 Rostering

- (a) For General Employees working to a roster, a roster showing normal starting and finishing times and the name of each General Employee will be prepared by the employer and will be displayed in a place conveniently accessible to the General Employees at least seven days before the commencement of the roster period.
- (b) A General Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 54—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice.
- (d) Notwithstanding clause 53.4(c) a roster may be altered at any time to enable the functions of the employer to be carried out where another General Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the General Employee, a General Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours'

notice is not provided, the General Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.

- (e) Where such alteration requires a General Employee to work on a day which would otherwise have been the General Employee's day off, the day off instead will be arranged by mutual consent.

## **54 PENALTY RATES**

### **54.1 Shiftwork**

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

### **54.2 Saturday and Sunday work**

- (a) A General Employee other than a General Employee covered by clause 54.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
  - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
  - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a school operational services General Employee in the cooking/catering group rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

54.3 The penalty rates within this clause and in clause 55—Overtime are not cumulative. Where a General Employee is entitled to more than one penalty or overtime rate, the General Employee will be entitled to the highest single penalty rate.

## **55 OVERTIME**

### **55.1 Overtime rates**

- (a) A General Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

<b>Time worked</b>	<b>Overtime rate</b>
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that

Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

- (b) Except that a nursing services General Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime will be calculated daily.

#### 55.2 Time off instead of overtime payment

- (a) A General Employee and an employer may agree that a General Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where a General Employee and an employer have agreed to time off instead of overtime payment under clause 55.2(a) and such time has not been taken:
  - (i) within four weeks of accrual; or
  - (ii) during the non-term weeks agreed in writing between a General Employee and an employer;

an employer must, if requested by a General Employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked.

#### 55.3 Make-up time

A General Employee may elect, with the consent of the employer, to work make-up time under which the General Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

### **56 ANNUAL LEAVE - GENERAL EMPLOYEES**

- 56.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 56.2 A General Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 56.3 A General Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the General Employee works.

56.4 Where a General Employee has not accrued sufficient annual leave to be taken during the shut down period, the General Employee will be entitled to leave which will be unpaid (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of this agreement

## **57 SCHOOL HOLIDAYS**

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

57.2 An existing General Employee entitled to School Holidays inclusive of annual leave will continue to be engaged on this basis unless the Employee agrees or consents to an alternative arrangement in accordance with the terms of this agreement.

57.3 A General Employee in receipt of school holidays is entitled to public holidays that fall during the period of leave over school holidays but they do not create any additional entitlements.

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

$$\left( \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right) - \text{School Holidays already paid}$$

## **58 ADDITIONAL LEAVE**

58.1 The Employer may engage and require a General Employee to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).

58.2 For the purpose of this subclause, additional leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require a General Employee to work.

58.3 A General Employee is entitled to public holidays falling during additional leave.

58.4 As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.

58.5 The annual salary of a General Employee, in receipt of additional leave, is calculated using the following formula:

$$\text{Annual Salary} = (52.18 - A + B) \times C \times D$$

where:

A = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the General Employee.

B = number of weeks of public holidays falling during periods of additional leave and annual leave.

C = full-time weekly salary (refer to Schedule 2C)

D = the proportion of full-time hours the General Employee will be working, if employed on a part-time basis

provided that the adult weekly salary, where adjusted for additional leave, will not be less than the Federal Minimum Wage of \$15 per hour from the first pay period commencing on or after 1 July 2010, as adjusted from time to time after this date.

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and a General Employee may change the additional leave arrangements by mutual agreement

58.6 As additional leave is not paid leave, the remuneration of a General Employee entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 12 (Payment Arrangements).

## **59 NOTICE OF TERMINATION – GENERAL EMPLOYEES**

59.1 Where the Employer wishes to terminate the employment of a General Employee serving a minimum employment period pursuant to clause 12, or a General Employee wishes to resign during a minimum employment period, the period of notice is specified by clause 12.

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

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

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

- 59.5 In addition to the period of notice specified in 54.2, a General Employee 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.
- 59.6 The notice period in this clause and in clause 12 do not apply where the General Employee is guilty of serious misconduct.

## **60 ALLOWANCES**

### **60.1 First aid allowance**

#### **(a) Application**

A General Employee who is designated by the employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (i) \$571.69 per annum; or
- (ii) \$2.38 per day, if designated on a per day basis.

#### **(b) Excluded General Employees**

This allowance does not apply to:

- (i) a nurse;
- (ii) a General Employee employed exclusively as a first aid officer;  
or
- (iii) a General Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

#### 60.2 Meal allowance

Where the employer requires a General Employee to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the employer will provide a meal to the General Employee. The exceptions to this are:

- (i) if a General Employee could reasonably return home for a meal;  
or
- (ii) if it is not possible to provide a meal, the employer will pay a meal allowance of \$12.90 to the General Employee,

#### 60.3 On call and recall allowance

##### (a) On call allowance

An on call allowance will be paid to a General Employee who is required by the employer to hold themselves available to be recalled to work. The General Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the General Employee is required to be on call.

##### (b) Recall allowance

A General Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

#### 60.4 Tool allowance

Where an employer does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid \$14.69 per week (except for a carpenter or joiner who must be paid \$27.81 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson. An apprentice will receive the relevant percentage of this allowance.

#### 60.5 Uniform/protective clothing allowance

(a) Where the employer requires a General Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the General Employee's duties, the employer will:

- (i) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (ii) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week;

or

(iii) reimburse the General Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the employer does not launder the items.

(b) Where a General Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

#### 60.6 Vehicle allowance

(a) A General Employee required by the employer to use the General Employee's motor vehicle in the performance of duties must be paid the following allowances:

(i) Motor car

\$0.74 per kilometre with a maximum payment as for 400 kilometres per week.

(ii) Motorcycle

\$0.25 per kilometre with a maximum payment as for 400 kilometres per week.

(c) Where an employer provides a motor vehicle which is used by a General Employee in the performance of the General Employee's duties the employer must pay all expenses including registration, running and maintenance.

#### 60.7 Adjustment of expense related allowances

Where FWA makes a determination to vary an expense related allowance in the *Educational Services (Schools) General Staff Award 2010*, the rate provided for in the Agreement will be adjusted accordingly.

### **61 HIGHER DUTIES**

61.1 The employer may direct a General Employee to temporarily perform duties applicable to a classification higher than their current classification.

61.2 Subject to clause 61.3 where the General Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the General Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

61.3 Where the General Employee is a school operational services employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher

classification for the whole period during which the duties are performed.

## **62 PUBLIC HOLIDAYS**

62.1 Public holidays are provided for in the NES.

62.2 Payment for work on a public holiday

A General Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the employer and the General Employee have agreed to the employee taking a day off instead of payment in which case the employee will be paid at the ordinary time rate for work on the public holiday.

62.3 Substitution of public holidays

- (a) By agreement between the employer and the majority of General Employees, an alternative day may be taken as a public holiday instead of any of the days specified by the NES. The agreement will be recorded in writing and made available to every affected General Employee.
- (b) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this agreement.

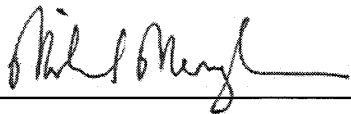
EXECUTED as an Agreement this 8th day of September 2011.

Signed for and on behalf of: Christ the King Anglican College

Signed for and on behalf of: Teachers and General Staff

### Signatories Page

**EMPLOYER REPRESENTATIVE**

Signed: 

Date: 8/9/2011

Name in full (printed): Michael Richard Merrylees

Position title: Principal

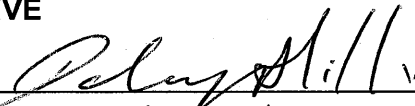
Authority to sign explained: The Principal is authorised by the Council of Christ the King Anglican College to negotiate and sign workplace agreements.

Witnessed by: 

Witness name in full: GAYLE JOY BAILEY

Witness address: 1964 MURRAY VALLEY HWY  
BOOSEY VIC 3730

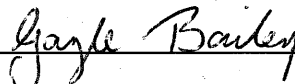
**EMPLOYEE REPRESENTATIVE**

Signed: 

Date: 08/09/11

Name in full (printed): DELWYN KAY HILLS

Address: P.O. BOX 342  
TOCUMWAL, NSW  
2714

Witnessed by: 

Witness name in full: GAYLE JOY BAILEY

Witness address: 1964 MURRAY VALLEY HWY  
BOOSEY VIC 3730

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

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

1A.1.1 A teacher holding full or provisional registration will commence at Level 1 and will progress to Level 14 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 with the Victorian Institute of Teaching**

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

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

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

A teacher 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. The relevance, or otherwise, of additional qualifications shall be decided by the Principal.

1A.2.4 Accelerated advancement up the incremental scale can occur at the discretion of the Principal.

**SCHEDULE 1B – SALARIES (TEACHERS)**

**1B.1 Annual Salary**

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

Level	First pay period commencing on or after					
	1 Feb 2009	1 Feb 2010	1 Feb 2011	1 Feb 2012	1 Feb 2013	1 Feb 2014
14	73218	76879	80723	84759	88997	93447
13	71189	74748	78485	82409	86529	90855
12	69218	72679	76313	80129	84135	88342
11	67300	70665	74198	77908	81803	85893
10	65435	68707	72142	75749	79536	83513
9	63621	66802	70142	73649	77331	81198
8	61859	64952	68200	71610	75191	78951
7	60144	63151	66309	69624	73105	76760
6	58477	61401	64471	67695	71080	74634
5	56858	59701	62686	65820	69111	72567
4	55283	58047	60949	63996	67196	70556
3	53750	56438	59260	62223	65334	68601
2	52261	54874	57618	60499	63524	66700
1	50813	53354	56022	58823	61764	64852

**1B.2 Weekly Salary**

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

**1B.3 Annual Leave Loading**

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

**1B.4 Casual Rate of Pay**

	First pay period commencing on or after					
	1 Feb 2009	1 Feb 2010	1 Feb 2011	1 Feb 2012	1 Feb 2013	1 Feb 2014
Per Hour	40	42	44	46	48	50
Per Day	240	252	265	278	292	307

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

### **1C.1 Eligibility**

1C.1.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.

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

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

### **1C.2 Notification**

1C.2.1 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid. Teachers with positions of responsibility may be required to attend the school during periods of non attendance time. Where this is necessary due to the nature of the position such requirements will be specified in letters of appointment or position descriptions attached to the position of responsibility. In most cases Teachers will be able to negotiate the days on which such attendance is required. In those cases where the Principal deems that the timing of attendance may not be negotiated, notice must be given to the teacher by the Principal in writing at least six months in advance.

1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 1D.1

**SCHEDULE 1D – POSITIONS OF RESPONSIBILITY STRUCTURE RATES  
OF PAY (TEACHERS)**

**1D.1 Rates of Pay**

1D.1.1 The following rates of pay apply to a position of responsibility.

	<b>1 Feb 2009</b>	<b>1 Feb 2010</b>	<b>1 Feb 2011</b>	<b>1 Feb 2012</b>	<b>1 Feb 2013</b>	<b>1 Feb 2014</b>
<b>Level 1</b>	5920	6216	6527	6853	7196	7556
<b>Level 2</b>	4000	4200	4410	4631	4863	5106
<b>Level 3</b>	2030	2132	2239	2351	2469	2592

1D.1.2 Where the position of responsibility is shared, the payment may also be shared.

## **SCHEDULE 2A – GENERAL EMPLOYEE CLASSIFICATION STRUCTURE**

### **2A.1 Classifying General Employees**

#### 2A.1.1 General work Description

##### Level 1

An employee at this level is not required to have any qualifications and is required to perform any combination of a wide range of Function under direct supervision. The employee, after gaining experience may exercise some degree of autonomy and discretion. The Employee at this level would need little or no prior experience to perform the tasks required.

##### Level 2

An employee at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate or approved trade certificate or equivalent or from the on-the-job experience considered relevant by the employer. The employee may required to perform any combination of a wide range of functions under routine direction but may, after gaining experience, exercise some degree of autonomy.

##### Level 3

The employee, in addition to the knowledge and skills required at level 2, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three year post-secondary qualification or from on-the job experience considered relevant by the employer. The employee is often required to exercise significant initiative and discretion and is required to demonstrate expertise.

##### Level 4

The employee, in addition to the knowledge and skills required at level 3, may be required to be directly supervising other employees in a large unit within the workplace or across the workplace. Position at this level may, under general direction, assist with the co-ordination of the financial, personnel and other support services. If in a support role to a senior administrator a position at this level would, generally, be required to manage a specific support function or assist the senior administrator in the management of support functions. This may include supervision of staff delivering a single support function, for example, operation of the office. The employee has the skills required to do the job either as a result of experience or qualifications or both. Such positions may include positions similar to those of previous Levels, but involving more complex duties.

##### Level 5

An employee would be appointed to this level where there is requirement to manage a specific functional responsibility (eg. the emotional/pastoral needs of students) or where that employee has responsibility for the coordination of library resources, information technology, or office administration across more than one campus. The employee would be responsible for providing key support and timely advice to senior management, as well as undertaking effective liaison on behalf of the education institution with the general community, government agencies and service providers. Positions at this level would be a support role to the principal involving responsibility for the function or the resource. The Employee at this level should be professionally

qualified with respect to the particular area of functional responsibility or have the necessary experience to manage that function.

#### 2A.1.2 Direction

##### Level 1

The Employee at this Level receives specific direction meaning:

- Receives instructions on what is required and how it is to be performed
- Is subject to progress checks with tasks being continuously monitored
- Requires basic technical knowledge or prior experience

##### Level 2

The Employee at this Level receives routine direction meaning:

- Receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach.
- Is normally subject to progress checks, usually confined to the unusual or difficult aspects, and has assignments reviewed on completion.
- Has the technical knowledge and/or experience to perform basic duties usually without technician instruction.

##### Level 3

The Employee at this Level will receive general direction meaning:

- Receives general instructions, usually covering only the broader technical aspects of the work;
- May be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- Although technically competent and well experienced may on occasion, receive more detailed instruction.

##### Level 4

The Employee at this Level would receive limited direction meaning:

- Receives limited instructions normally comprising a clear statement of objectives
- Has work usually measured in terms of the achievement of state objectives
- Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work.

##### Level 5

The Employee at this Level would receive general direction only meaning:

- Is fully competent in a professional sense and requires no guidance during the performance of work;
- Has responsibility and broad ranging accountability for the structure, management and output of the work of others;
- High level judgement is required in planning, design, operational, technical and/or management functions;
- Is recognised as the "expert practitioner" within the specific functional area(s).

### 2A.1.3 Supervision

#### Level 1

The Employee at this Level receives direct Supervision from a higher Level Employee, teacher or Principal. This Employee does not supervise students without a higher Level Employee, teacher or Principal being present.

#### Level 2

The Employee at this level receives direct supervision from a higher Level Employee, teacher or Principal. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. The Employee at this Level may be expected to supervise Employees from Level 1.

#### Level 3

The employee at this Level receives little direct supervision and would be expected to take significant initiative and responsibility but would still be responsible to a Level 4 or 5 Employee, teacher or Principal. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. the Employee at this level may be expected to supervise Employees from Levels 1 and 2 and could have: senior responsibilities in office administration.

#### Level 4

The Employee at this Level would normally be responsible to the Principal. The Employee at this level may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. The Employee at this Level may be expected to supervise Employees from Levels 1, 2, 3 and have overall responsibility for a large unit such as: an administration unit. The Employee at this Level would have a high degree of initiative, discretion and capacity to program work.

#### Level 5

Employee at this Level would normally be responsible to the Principal. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. The Employee at this level may be expected to supervise Employees from levels 1, 2, 3 and 4.

**SCHEDULE 2B – SALARIES (GENERAL EMPLOYEES WITH SCHOOL HOLIDAYS)**

**2B.1 Annual Salary**

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

Level		2009	2010	2011	2012	2013	2014
1	8	61952	65050	68303	71718	75304	79069
2	7	60809	63849	67041	70393	73913	77609
3	6	58921	61867	64960	68208	71618	75199
4	5	57033	59885	62879	66023	69324	72790
5	7 4	54796	57536	60413	63434	66606	69936
6	6 3	53435	56107	58912	61858	64951	68199
7	5 2	51531	54108	56813	59654	62637	65769
8	4 1	49353	51821	54412	57133	59990	62990
9	7 3	47901	50296	52811	55452	58225	61136
10	6 2	45594	47874	50268	52781	55420	58191
11	5 1	44775	47014	49365	51833	54425	57146
12	4	42497	44622	46853	49196	51656	54239
13	3	41370	43439	45611	47892	50287	52801
14	5 2	39918	41914	44010	46211	48522	50948
15	4 1	38103	40008	42008	44108	46313	48629
16	3	36640	38472	40396	42416	44537	46764
17	5 2	35707	37492	39367	41335	43402	45572
18	4 1	34795	36535	38362	40280	42294	44409
19	3	33822	35513	37289	39153	41111	43167
20	2	32871	34515	36241	38053	39956	41954
21	1	32165	33773	35462	37235	39097	41052

The rates above will be effective from 1 February in the relevant year.

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

**2B.2 Weekly Salary**

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

### 2B.3 Part Time Salary

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

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

### 2B.4 Incremental advancement

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

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

### 2B.5 Casual Rate of Pay

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

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

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

### 2B.6 Junior Salary

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

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

**SCHEDULE 2C – SALARIES (GENERAL EMPLOYEES WITH ANNUAL LEAVE)**

**2C.1 Annual Salary**

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

Level					2009	2010	2011	2012	2013	2014
1	2	3	4	5	67115	70471	73995	77695	81580	85659
				8	65877	69171	72630	76262	80075	84079
				7	63832	67024	70375	73894	77589	81468
				6	61785	64874	68118	71524	75100	78855
			7	4	59363	62331	65448	68720	72156	75764
			6	3	57888	60782	63821	67012	70363	73881
			5	2	55825	58616	61547	64624	67855	71248
			4	1	53467	56140	58947	61894	64989	68238
		7	3		51893	54488	57212	60073	63077	66231
		6	2		49394	51864	54457	57180	60039	63041
		5	1		48507	50932	53479	56153	58961	61909
		4			45995	48295	50710	53246	55908	58703
		3			44818	47059	49412	51883	54477	57201
	5	2			43245	45407	47677	50061	52564	55192
	4	1			41280	43344	45511	47787	50176	52685
	3				39693	41678	43762	45950	48248	50660
5	2				38683	40617	42648	44780	47019	49370
4	1				37696	39581	41560	43638	45820	48111
3					36641	38473	40397	42417	44538	46765
2					35611	37392	39262	41225	43286	45450
1					34845	36587	38416	40337	42354	44472

The rates above will be effective from 1 February in the relevant year.

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

**2C.2 Weekly Salary**

Refer to Schedule 2B.

**2C.3 Part Time Salary**

Refer to Schedule 2B.

**2C.4 Incremental advancement**

Refer to Schedule 2B.

**2C.5 Casual Rate of Pay**

Refer to Schedule 2B

**2C.6 Junior Salary**

Refer to Schedule 2B.

## **SCHEDULE 3 HANDLING OF COMPLAINTS AGAINST STAFF**

### **1.0 Preamble**

- 1.1 The parties to this agreement acknowledge that parents, students and staff have a right to raise concerns and have them addressed by the appropriate member of staff. Complaints should be handled objectively and with sensitivity, and not in a reactive and subjective manner.

The most desirable outcome in cases of complaints against teachers and other members of staff is:

- (i) the determination about whether there has been any unsatisfactory/inappropriate practice or action, as early as possible and in the fairest and most objective manner possible;
- (ii) the implementation of any necessary changes designed to bring about better educational, pastoral or administrative outcomes, as appropriate;
- (iii) the achievement of reconciliation between the parties;
- (iv) the establishment of a renewed confidence in the student-teacher (or other staff member) relationship.

### **2.0 Principles**

- 2.1 While parents, students and staff may from time to time raise concerns or complaints relating to a teacher or other staff member, not all matters will need to be raised with the staff member concerned. Complaints not raised with the staff member concerned at the time must not be relied upon in any future disciplinary proceedings or professional contexts.

However, where, in the professional judgement of the Principal or other Senior Staff member, there is a need for a complaint to be addressed or acted on, or it is in the best interests professionally or educationally, the teacher or other staff member must be informed of the complaint.

- 2.2 Teachers and other members of staff are entitled to know the details of the complaint against them, including the name of the person raising the complaint, the specific details of the complaint, and be given the opportunity to respond prior to any action being taken in response to the complaint.

It is unprofessional and a denial of natural justice for the name of the complainant and the details of the complaint to be withheld from the teacher or staff member concerned. Such withholding of key information does not afford the teacher or other staff member an appropriate and adequate opportunity to respond to and address the complaint.

In cases of alleged sexual or physical abuse of students where the Police and/or Children's Services are involved, the Principal shall follow the advice of these agencies in respect to the timing etc of raising the complaint with the member of staff concerned.

- 2.3 Where there are meetings of the teacher concerned with the Principal, parents/students or other appropriate staff in relation to the complaint, the teacher or other staff member concerned should be told in advance the purpose of the meeting and who will be attending the meeting.

The teacher or other staff member concerned must be given the opportunity to be accompanied by a VIEU representative or staff member of their choice.

- 2.4 The teacher or other staff member concerned should be involved in discussions about the resolution of the concern and any actions arising from the complaint.

### **3.0 Procedures for the Handling of Complaints**

Where, in the professional judgement of the Principal or appropriate senior staff member who has received the complaint, there is a need for a complaint to be addressed, the teacher or staff member concerned must be informed and involved.

#### **3.1 Step 1 - Redirection To Teacher/Staff Member Concerned**

In the first instance, the parent, student (if appropriate) or staff member who has made the complaint should be requested by the Principal or other senior staff member who receives the complaint, to discuss the concern with the teacher or other staff member concerned.

#### **3.2 Step 2 - Further Discussion Necessary**

If, following redirection to the teacher or staff member concerned, the complainant does not feel the matter to be resolved, and further raises the concern with the Principal or other Senior staff member (as appropriate), the Principal will either:

- (a) Discuss the matter further with the complainant, and where the concern is based on misinformation, misunderstanding or is vexatious or misconceived, clarify the matter with the parent or student. In this instance, the teacher or other staff member concerned should be informed that the complainant further discussed the matter with the Principal or Senior Staff member (as appropriate), and the outcome of the Principal's discussion with the parent or student; or
- (b) Discuss the matter further with the complainant, and where the Principal (or other senior staff member, as appropriate) forms the view that the concern is not vexatious nor misconceived, nor based on misinformation/misunderstanding, will discuss the concern with the teacher or other staff member concerned. Such discussions, meetings and actions arising out of the complaint should be carried out in accordance with the **Principles** outlined in Section 2.0 of this Policy.

### **4.0 Record Keeping**

- 4.1 Records of the complaint, the process for handling the complaint and any outcomes should be kept. Where the complaint is found to be vexatious or based on misinformation etc, any record pertaining to the complaint or handling of the complaint should be kept in a file separate from the teacher or staff member concerned and the student.

Where a complaint is addressed or acted on, a copy of any reports related to the handling of the complaint must be given to the teacher or staff member

concerned. Teachers and staff members must have access to the files kept on them by the school.

## **5.0 Grievances**

- 5.1 If a teacher or other staff member believes that the process of handling the complaint and/or the outcome of the complaint have been unfair and/or inappropriate, they have the right to pursue the grievance procedure. In such situations the teacher or other staff member concerned should be granted access to all file notes.