

# Longerenong College Enterprise Agreement 2009 - 2011

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

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## 2. Title

This Agreement is made between Longerenong College and the employees of Longerenong College and shall be known as the Longerenong College Enterprise Agreement 2009 - 2011.

## 3. Period of Operation

This Agreement shall come into operation seven days after the date of approval by Fair Work Australia and will operate until 23 November 2011. The nominal expiry date will be 23 November 2011.

## 4. Coverage

This agreement will apply to the employment of all employees of Longerenong College employed in the classifications as set out in Schedule 2 Classification descriptors of this agreement other than Group Training apprentices and trainees placed at Longerenong College as a host employer.

## 5. Definitions

**Academic employees** mean employees who are teachers or trainers.

**Act** means the Fair Work Act 2009 (*Cth*) as amended from time to time.

**CEO** means the Chief Executive Officer of Workco.

**College** means Longerenong College, a unit of Workco Limited.

**Employee** means a person employed by Longerenong College on a full-time, part-time, fixed term or casual basis including apprentices and trainees, other than apprentices and trainees placed at Longerenong College under a group training arrangement.

**Employer** means WorkCo Limited.

**General Manager** means the General Manager of Longerenong College.

**NES** means National Employment Standards.

**Operational employee** means employees other than academic employees.

**Teacher** means an employee employed to undertake teaching and who holds a teaching qualification or recognised equivalent experience.

**Teacher qualification** means a teaching qualification at Certificate V or Diploma level or above.

**Teaching Duty Hours** means sessions of instruction and/or supervision and/or assessment of student/s.

**Trainer** means an employee who does not hold a teaching qualification but who holds a certificate IV in workplace training and assessment or equivalent and who provides training courses. An employee who does not hold such a qualification or equivalent experience may be appointed at Step 1 of the Trainer rate until they gain the relevant qualification.

## **6. Relationship with awards**

This agreement is a comprehensive agreement and operates to the exclusion of and wholly replaces any award (existing or future) and any industrial agreement which may otherwise, but for this clause, apply to those Employees whose employment falls within the scope of this agreement.

## **7. No Disadvantage**

No employee presently engaged by Longerenong College shall have their salary or other benefits reduced as a result of implementing this agreement.

## **8. Access to Agreement**

A copy of this Agreement shall be kept in a convenient place for all employees to use and all new employees shall be informed that they have the right to be provided with a copy of this Agreement by the employer on request.

## **9. Consultation**

(1) This clause applies if:

(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.

- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- (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.
- (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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) 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.

(9) In this clause, relevant employees mean the employees who may be affected by the major change.

#### **10. Dispute Resolution Procedure**

The objective of this procedure is to promote the settlement of grievances and disputes by measures based on consultation, co-operation and discussion to avoid interruption to work.

If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

An employee who is a party to the dispute may appoint a representative for the purposes of these procedures.

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.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

Fair Work Australia may deal with the dispute in 2 stages:

(a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act. A decision that Fair Work Australia 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.

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 in accordance with the pre-dispute status quo unless the employee 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.

The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

## **11. Flexibility Clause**

(1) The employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under clause 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under clause 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.

(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 enterprise 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

(e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing— at any time.

## **PART 2 - OBJECTIVES OF THIS AGREEMENT**

### **12. Excellence and continuous improvement**

Longerenong College and its employees are committed to developing a culture of continuous improvement in order to achieve sustainable organisational excellence.

Longerenong College and its employees are committed to improving quality by:

- providing leadership including creative approaches and;
- creating and supporting structures that allow improvements to occur;
- encouraging innovation and implementing process improvement;
- recognising and encouraging fellow employee contributions.

Employees at all levels within the College will be involved in achieving our goals and creating and sustaining a culture of high level client satisfaction and continual improvement and achievement of best practice standards.

### **13. Anti-Discrimination**

It is the intention of Longerenong College to achieve the principal object in s.3(e) of the Fair Work Act 2009 through respecting and valuing the diversity

of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

Accordingly, in fulfilling Longerenong College's obligations under the dispute resolution clause, Longerenong College will make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- an employee, Longerenong College or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- the exemption in s.772(2)(a) of the Act which does not prevent race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position concerned.
- the exemptions in s.772(3)(b) of the Act which does not prevent race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith to avoid injury to the religious susceptibilities of adherents of that religion or creed.

### **PART 3 - EMPLOYMENT WITH LONGERENONG COLLEGE**

#### **14. Letter of Appointment**

All new employees shall be provided with a letter of appointment that specifies:

- the duties required through the inclusion of the employee's

position description;

- the employee's regular hours of work and the employee's normal span of hours for ordinary duty;
- the employee's classification and rate of pay;
- that a probationary period will apply and the final working date of the probation period;
- that the probationary period may be extended if the employee is absent for a period of time during the probationary period or to allow Longerenong College up to a further four weeks to determine the suitability of the employee to the position;
- that the employee's employment conditions are set out in this agreement;
- whether the employee is employed on a full-time, part-time, fixed term or casual basis;
- for a fixed term employee, the expected duration of appointment;
- the particular arrangements for preparation and associated non-teaching/training tasks which shall apply in respect of any casual teaching employee;
- the notice requirements of both the employer and employee.

## **15. Forms of Employment**

Employees under this agreement will be employed in one of the following categories:

- on-going full-time or part-time; or
- fixed term full-time or part-time; or
- casual.

## **16. Full-time employees**

A full-time employee is a person who works an average of 38 hours per week and who is not specifically engaged on a part-time or casual basis.

## **17. Part-time employees**

A part-time employee is a person who works a specified number of regular hours that are less than 38 hours per week. Part-time employees shall receive entitlements on a pro-rata basis relative to a full-time employee. At the time of engagement Longerenong College and the part-time employee will agree in writing on a regular pattern of work, specifying the hours worked

each day and which days of the week the employee will work. Any agreed variation to the regular pattern of work will be recorded in writing.

## **18. Casual employees**

### Operational Employees

A casual operational employee is a person who works on an intermittent or irregular basis. Casual operational employees will receive a 25% loading in lieu of annual leave, public holidays, sick leave and paid parental leave. On each occasion a casual employee is required to attend work he or she is entitled to a minimum payment for three hours work.

### Academic Employees

A casual academic employee is a person who works on an intermittent or irregular basis. Casual academic employees will receive a minimum payment of \$55.00 per hour for each teaching duty hour which includes preparation and correction required for each teaching duty hour. This rate will apply for the life of this agreement and includes payment for annual leave, public holidays, sick leave and paid parental leave.

## **19. Fixed term employees**

A fixed term employee is a person who is engaged for a fixed period of employment with specified start and end dates or an employee engaged to carry out specific task/s with the understanding that employment ends on the completion of the task/s.

The notice provisions contained in Clause 80 Termination of Employment will not apply to fixed term employees.

## **20. Probationary Employment**

An employee may be engaged for a probationary period of up to three months duration. The probationary period shall be specified in the letter of appointment. Probationary employment shall not apply to casual employees.

Where an employee has been absent from work for part of the probationary period, the probationary period may be extended by an equivalent amount of time. The probationary period may also be extended by up to four weeks to

allow Longerenong College to determine the suitability of the employee to the position

All new employees will be provided with an induction programme in relation to their job and the company as a whole and will be provided with regular feedback about their performance during the probationary period.

During this period should either party not be satisfied with the relationship, employment may be terminated with one week's notice by either party without recrimination.

A review of the probationary period will be carried out no later than two weeks prior to the completion of the probationary period. The review will assess the performance of the employee during the probationary period. The outcome of the probationary review will be confirmed in writing. Where employment is to be terminated, the employer will be provided with an opportunity to respond to any adverse material prior to termination of employment. Where the appointment is confirmed, the employee will be provided with confirmation of the salary point applicable on completion of probation and the effective date of any change to salary within 30 days of that confirmation of appointment. Nothing in this clause requires the employer to vary the salary rate on completion of probation.

Clause 80 (Termination of Employment) shall not apply to probationary employees.

## **21. Calculation of Continuous service**

For the purpose of calculating entitlements under this agreement, service with Longerenong College shall be deemed to be continuous notwithstanding:

- Absence from work on account of paid leave, which shall be taken into account and counted as time worked; and
- Unpaid absences, subject to the proviso that unpaid absences in excess of one week in any year of employment shall not be counted as time worked. The anniversary date for leave entitlements and increment advancement shall be adjusted to take account of any unpaid absence in excess of one week in any year of employment.

## PART 4 - SALARY & CLASSIFICATION STRUCTURE

### 22. Classification and Salary Structure

Longerenong College has the right to direct an employee to carry out such duties as are within the limit of the employee's skill, competence and training within the framework of the classification structure set out below:

#### **Academic Employees Salary Structure**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Level 1 - Trainer	\$45,614	\$47,189	\$48,764	\$50,339		
Level 2 - Teacher	\$52,964	\$54,539	\$56,114	\$57,689	\$59,264	\$60,839
Level 3 - Senior Teacher	\$63,464	\$65,039	\$66,614	\$68,189		
Level 4 – Manager, Academic Programs	\$75,014	\$77,639	\$80,264			

#### **Operational Employees Salary Structure**

Annual		Hourly
<b>Level 1</b>		
1	\$32,535	\$16.4123
2	\$33,382	\$16.8400
3	\$35,007	\$17.6594
4	\$36,464	\$18.3945
5	\$37,406	\$18.8486
6	\$38,400	\$19.3713
<b>Level 2</b>		
1	\$38,764	\$19.5542
2	\$39,398	\$19.8746
3	\$40,392	\$20.3760
4	\$42,015	\$21.1949
5	\$43,045	\$21.7145
6	\$44,041	\$22.2169
7	\$45,448	\$22.9267
8	\$46,584	\$23.4998
9	\$47,798	\$24.1119
<b>Level 3</b>		
1	\$48,690	\$ 24.5619
2	\$51,280	\$ 25.8686
3	\$52,634	\$ 26.5514
4	\$54,028	\$ 27.2549
5	\$55,464	\$ 27.9792
6	\$56,943	\$ 28.7253
7	\$64,211	\$ 32.3915

### **23. Salaries**

Upon approval of this agreement the minimum salaries will be as set out in clause 22 which include a 5% increase to academic employees' salaries and a 3% increase to operational employees' salaries. These rates are effective from the first pay period commencing on or after 24 November 2008 and absorb the 2008 Fair Pay Commission increase.

The weekly rate is calculated by dividing the annual rate by 52.1667. The hourly rate is calculated by dividing the weekly rate by 38.

### **24. Salary Increases**

Longerenong College will increase the salary points set out in Clause 22 by 3% after each 12 months (rounded to the dollar) from the first pay period commencing on or after 24 November 2009 and 24 November 2010. The actual rates and effective dates are set out in Schedule 1 Salaries. These increases will absorb any adjustments made by the Fair Pay Commission or any successor organisation.

### **25. Progression**

Subject to this clause, employees may progress to a higher pay point within their classification level providing they have participated in the performance appraisal scheme provided for in clause 73 and provided they have achieved a satisfactory rating from their Department Manager.

Progression beyond the first incremental point of Trainer level 1 is subject to the employee possessing the Certificate IV in Assessment and Workplace Training.

Employees may progress to the next classification level providing there is a vacancy at that level and they have acquired the necessary skills to perform the duties required at that level. Nothing in this agreement prevents the employer from appointing employees from outside the organisation to a vacancy that arises at any level.

### **26. Trainees**

Trainees employed by Longerenong College to work at Longerenong College, will be paid according to the pay scales derived from the National Training Wage Award.

## **27. Classification levels**

The classification descriptors are set out in Schedule 2 Classification descriptors.

## **28. Payment of Salaries**

Salaries will be paid fortnightly by electronic funds transfer into the accounts nominated by the employee, or cheque, at the option of Longerenong College. Salaries will be paid on the same day each fortnight, except where that day is a public holiday, in which case, payment will be made on at least the previous working day.

## **29. Federal Minimum wage**

Full time adult employees employed under this Agreement will be paid no less than the Federal Minimum Wage as varied from time to time or the relevant minimum rate payable under the Australian Pay and Classification Scale for the classification of work.

## **30. Higher Duties**

Higher duties assignments provide an opportunity for employees to develop skills and earn valuable experience which may assist in promotion opportunities. An employee who is required to undertake the duties of a position which has a higher classification for two weeks or more will be paid the base rate of the higher classification for all of the higher duties period. Where a higher duties appointment extends beyond 12 months, normal incremental progression will apply subject to the progression requirements. Where a higher duties opportunity is likely to extend beyond 4 weeks, the employer will call for expressions of interest within the company. This clause shall not prevent the employer from advertising a vacancy that arises.

## **31. Superannuation**

Longerenong College will pay no less than the minimum legislative level of superannuation contributions (currently 9%) into the superannuation fund of each employee's choice.

Where an employee does not elect which fund he or she wishes Longerenong College to contribute to on his or her behalf, STA will be the default fund.

The payment of superannuation is based upon ordinary time earnings. Ordinary time earnings do not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

### **32. Accident Make-up Pay**

An employee, who is absent from duty as a result of a work-related injury and is in receipt of weekly payments under Workcover, is entitled to accident make-up pay until such incapacity ceases or until the expiration of a period of 104 weeks from the date of injury, whichever is the lesser period. For the purpose of this clause, accident make-up pay means payment by Longerenong College to make up the difference between WorkCover payments received for loss of earnings and the employee's ordinary pay.

This clause shall apply to all employees covered by this agreement and it shall apply only in respect of incapacity which results from an injury received from the date this agreement becomes operative.

The liability of the employer to pay make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under Workers' Compensation legislation, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided for in this clause.

In the event that the employee receives a lump sum in redemption of weekly payments under Workers' Compensation legislation, the liability of the employer to pay accident make-up payment as herein provided shall cease from the date of such redemption.

## **PART 5 - HOURS OF WORK**

### **33. Ordinary hours**

The ordinary hours of duty for a full time employee shall average 38 hours per week over 152 hours within a work cycle not exceeding 28 days. These will be worked between 6.00 a.m. and 7.00 p.m. The times of attendance shall be determined by Longerenong College in consultation with the employee.

Actual hours worked will aim to maximise the effective use of available labour and to ensure continuous service to students.

#### **34. Shift work**

An employee who is regularly rostered to work outside the ordinary span of hours set out in clause 33 will be paid an additional 15% of the ordinary hourly rate for the appropriate classification for all shiftwork.

#### **35. Additional Hours – operational employees**

Operational employees are expected to work reasonable extra hours to meet the requirements of their jobs and to meet the requirements of emergency situations, however management and employees will work together to minimise these additional hours.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- Any risk to employee's health and safety;
- The employee's personal circumstances including any family responsibilities;
- The need of the workplace or enterprise; and
- The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it.

Operational employees at Level 1 and 2 will be entitled to paid overtime where approved in advance for the work in excess of 38 hours per week or work outside the span of hours set out in clause 33. Employees who are entitled to “Excess Hours Leave” (see clause 37) are not entitled to paid overtime.

A part time operational employee in Level 1 or 2 shall be entitled to overtime where they are required to work in excess of their prescribed hours of duty, provided that overtime shall not be paid where Longerenong College and employee have agreed to a temporary variation of working hours in which case overtime shall apply for work in excess of the mutually agreed varied

working hours. However a part time Level 1 or 2 employee shall be entitled to overtime if they work in excess of 38 hours in any one week.

A casual operational Level 1 or 2 employee shall be entitled to overtime if they are required to work in excess of 38 hours a week.

The payment of overtime will be calculated daily, at the rate of one and a half times the ordinary rate for the first two hours and double the ordinary rate thereafter for overtime carried out Monday - Saturday. Any overtime worked on a Sunday will be paid at the rate of double time.

Employees who are required to work on a public holiday shall be paid at the rate of time and a half for work performed during ordinary hours of work and double time for work performed outside ordinary hours of work in addition to their ordinary rate of pay for the day.

Employees provided with access to 'excess hours leave' (see Clause 37) are not eligible for overtime payment or granting of time in lieu.

Wherever possible, adequate notice shall be given of the requirement to work overtime.

### **36. Time off in lieu of overtime**

An operational employee (classified in levels 1- 2) who works overtime may by mutual agreement with the Department Manager, take time off in lieu of paid overtime. This will be calculated on the basis of time and a half for the first two hours and double time thereafter. Prior approval by her or his supervisor, will be required for accrual of time off in lieu

The time off in lieu will be granted at a time suitable to the operation of Longerenong College taking into account the needs of the employee.

### **37. Excess Hours Leave**

Certain positions within the Company will require significant out of hours work and significant levels of travel time in order to service clients of the company. Where appropriate the General Manager or the CEO will identify such positions as attracting Excess Hours Leave that is provided in recognition of the additional requirements of the position.

Where an employee changes their position, and the new position does not attract excess hours leave, the employee shall be entitled to take the excess hours leave accrued in the former position (up until 31 December in the year in which it was accrued) but shall not be entitled to any further accrual of excess hours leave from the date she or he took up the new position.

A full time employee in a position designated as attracting Excess Hours Leave shall be entitled to 15 days paid leave on the ordinary rate of pay a year. Part time employees will receive the pro-rata equivalent. Prior approval must be given before leave is taken.

Excess Hours Leave is not cumulative and employees are required to take the leave within the calendar year in which they were accrued. Any excess hours leave not used by 31 December shall not be cumulative and shall not be carried forward to the following year.

Excess Hours Leave shall not be granted in advance of it being accrued unless so authorised by the General Manager or the CEO.

Upon cessation of employment, the employee will be paid any Excess Hours Leave accrued and not taken since 1 January in the year in which they are leaving Longerenong College.

### **38. Work on Public Holidays**

Employees who are required to work on a public holiday shall be paid at the rate of time and a half for work performed during ordinary hours of work and double time for work performed outside ordinary hours of work in addition to their ordinary rate of pay for the day. Casual employees who work on public holidays will be paid double time and a half.

### **39. Meal and Rest Breaks**

All employees are entitled to a minimum of a thirty-minute break in any working day of five hours or longer. Time taken as meal breaks shall not be paid for and shall not be counted as time worked. Employees are entitled to take reasonable tea breaks without deduction from their hours of work.

## **PART 6 - TRAVEL & TRANSFER**

### **40. Travelling and other out of pocket expenses**

Where Longerenong College requires an employee in the course of their duties to be absent overnight or part of the day and the employee incurs meal, travel or accommodation expenses which they would not have otherwise incurred, the employee will be eligible to be reimbursed for necessary and reasonable out of pocket expenses.

Longerenong College encourages all work related to travel to be undertaken using a company car. However where a company car is not available and an employee has approval to use their own vehicle, expenses associated with the employee's approved use of private means of transport are reimbursable at ATO mileage rates. Prior approval must be obtained from an employee's Department Manager or in the case of Department Manager, the General Manager before employees use private means of transport.

### **41. Travel and Transfer between WORKCO offices**

WORKCO has several offices in regional Victoria and metropolitan Melbourne. Time spent by an employee in travelling between offices on approved business shall count as time worked by the employee.

Occasionally an employee may be required to transfer from the office the employee was originally based to another WORKCO office. Where such a transfer is required by WORKCO a planned, consultative approach with the employee will be adopted to avoid undue hardship, unreasonable requirements or disruption to employees. Where transfer is required, the employer will attempt to transfer the employee to the closest location where a suitable position is available, and will only transfer an employee to a suitable position. A suitable position will be:

- At the same classification and rate of pay of the employee; and
- A position that requires the skills and experience consistent with the skills and experience of the employee being transferred or seconded, or where the employer decides that the employee will acquire the necessary skills within a three month period with adequate training, such training to be provided by the employer; and

- Filled on the same number of hours as the employee is employed for, unless the employee agrees to a change of hours.

On transfer the employee will retain their current employment status, conditions and salary range for their position.

Where an employee has been transferred to another office the employee is not entitled to claim mileage for travel from their home to the office to which they have been transferred (and vice versa), nor will they be entitled to count the time taken to travel to the office from their home (or from the office to their home) as time worked.

#### **42. Provision & use of company vehicles, laptops & mobile phones**

Designated positions within Longerenong College will attract a company supplied vehicle, laptop, or mobile phone based on the requirements of the position and the need for the employee to travel to carry out the duties and responsibilities of that position. The purpose of the provision of the company vehicle, laptop or mobile phone is to allow the employee to carry out the functions of their position.

In recognition of the requirement for employees in those positions to work outside of normal hours and to care for and maintain the vehicle those employees may be given out of hours access to the use of the vehicles, laptops and phones at the discretion of the General Manager or the CEO.

The General Manager or the CEO will determine allocation of company vehicles, laptops and mobile phones to designated positions. Where an employee changes their position and the new position does not attract a company vehicle, laptop or a mobile phone the employee will not be entitled to retain the company vehicle, laptop or mobile phone.

If an employee with a company vehicle, laptop or mobile phone is on an extended or an open-ended period of paid or unpaid leave Longerenong College will be entitled to require the employee to relinquish the company vehicle, laptop or mobile phone during the period of leave to allow their allocation to replacement employees.

## **PART 7 – LEAVE PROVISIONS**

### **43. Annual Leave**

A full-time employee shall be entitled to 4 weeks (152 hours) annual leave on the ordinary rate of pay for each year of service at Longerenong College. Part time employees will receive the pro-rata equivalent. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. The time of taking annual leave shall be by mutual agreement between the employee and Longerenong College. Casual employees are not entitled to paid annual leave.

Where a Public Holiday occurs during the period an employee is absent on annual leave no deduction shall be made for that day from the annual leave credits of the employee.

Upon cessation of employment, the employee will be paid for any accrued annual leave which has not been taken.

Where it is necessary for the business to close down for a period over Christmas Longerenong College may direct employees to take annual leave or accumulated time in lieu at that time.

Where an employee with accrued sick leave credits is ill/incapacitated whilst absent on annual leave, the employee shall, provided that a medical certificate by the employee is submitted for the period of illness, be placed on sick leave and no deduction shall be made from annual leave credits for the days in question.

Longerenong College encourages employees to take their annual leave regularly and does not encourage the accumulation of annual leave. To assist employees in managing their annual leave balances, each employee must submit an annual leave plan to their manager for approval and employees will be notified in writing if their annual leave balance reaches 30 days. Employees will then be required to submit a proposal for reducing the leave balance to their manager within two weeks of receiving such written notification. In the absence of agreement or if the employee does not submit a proposal in the time limit required, the employee will be required to take a

maximum of 2 weeks annual leave at Longerenong College's direction once their accumulation reaches 40 days and the employee's annual leave balance will be adjusted in accordance with such direction.

#### **44. Public Holidays**

Employees, other than casuals, shall be entitled to the following holidays without loss of pay:

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Labour Day

Queen's Birthday

Melbourne Cup Day

Christmas Day

Boxing Day

When Christmas Day falls on a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

Where in the State of Victoria, additional or substituted public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional or substituted holidays for the purpose of this Agreement, provided that they apply to the municipality in which Longerenong College operates.

Longerenong College and an employee may agree to substitute another day for any prescribed in this clause. Such agreement will be recorded in writing.

#### **45. Personal Leave**

Personal leave is:

- (a) paid sick leave taken by an employee because of a personal illness, or injury, of the employee; or
- (b) paid or unpaid carer's leave taken by an 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:
  - (i) a personal illness, or injury, of the member; or
  - (ii) an unexpected emergency affecting the member.

Full time employees shall be entitled to 12 days (91.2 hours) personal leave for each year of service. A part-time employee is entitled to the *pro-rata* equivalent. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

Except as permitted by the NES, personal leave must be supported by a medical certificate, except for the first 3 one day absences in any one year (being a 12 month period taken from the employee's date of commencement at Longerenong College).

An employee must take all reasonable steps to notify Longerenong College (i.e. the employee's Department Manager or in the case of the Department Manager notification should be to the General Manager) of their absence from work prior to the normal commencement time or, if not practicable, as soon as possible thereafter.

Personal leave shall be taken in minimum units of one hour. If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

Unused personal leave shall not be paid out on retirement or termination.

#### **46. Carer's Leave**

An employee, other than a casual, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use any personal leave entitlement which accrues for absences to provide care and support for such persons when they are ill.

Except as permitted by the NES, an application for Carer's Leave must be supported by a medical certificate or statutory declaration where the employer requests such certification to be provided.

An employee may elect, with the consent of Longerenong College, to take any other form of leave available to them to provide care to a family or household member who is ill.

This entitlement to use personal leave is subject to:

- the employee being responsible for the care of the person concerned; or a member of the employee's household
- the term "immediate family" includes a spouse (including a former spouse, a de facto spouse, a former de facto spouse and a same sex partner) of the employee and a child or an adult child (including an adopted child, a step child or a foster child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

The employee shall, wherever practicable, give Longerenong College notice prior to the absence of the intention to take such leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Longerenong College by telephone of such absence at the first opportunity on the day of absence.

A casual employee or a non-casual employee whose personal leave entitlement has been exhausted is entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:

- (a) a personal illness, or injury, of the member; or

- (b) an unexpected emergency affecting the member.

#### **47. Compassionate Leave**

An employee, other than a casual, is entitled to a period of 3 days of paid compassionate leave and a casual employee is entitled to 3 days of unpaid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies.

For the purpose of this clause 'immediate family' is deemed to mean spouse (including de facto spouse and same sex partner), child, adopted child or stepchild, mother, father, sibling, grandparent, spouse's mother or father, foster parent, foster child and foster sibling.

Leave, with or without pay, in excess of three days may be granted if Longerenong College is satisfied that three days compassionate leave is inadequate.

Under certain circumstances and upon application from an employee the CEO may exercise their discretion and grant compassionate leave upon the death of a close friend or relative not otherwise included in this definition of 'immediate family'.

#### **48. Parental leave - employee with 12 months of service**

- (1) An employee, other than a casual employee, is not entitled to parental leave (other than unpaid pre-adoption leave) unless the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date that applies under subclause (3).
- (2) A casual employee, is not entitled to parental leave (other than unpaid pre-adoption leave) unless:
  - (a) the employee is, or will be, a long term casual employee of the employer immediately before the date that applies under subclause (3); and
  - (b) but for:

- (i) the birth or expected birth of the child; or
- (ii) the placement or the expected placement of the child; or
- (iii) if the employee is taking a period of unpaid parental leave that starts under subclause 51(6) or paragraph 52(3)(b) or 52(4)(b)—the taking of the leave;

the employee would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

(3) Date at which employee must have completed 12 months of service

For the purpose of subclauses (1) and (2), the date that applies is:

- (a) unless paragraph (b) or (c) applies:
  - (i) if the leave is birth-related leave—the date of birth, or the expected date of birth, of the child; or
  - (ii) if the leave is adoption-related leave—the day of placement, or the expected day of placement, of the child; or
- (b) for an employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under subclause 51(6) —the date on which the employee’s period of leave is to start; or
- (c) for a member of an employee couple taking a period of unpaid parental leave that is to start under paragraph 52(3)(b) or 52(4)(b) after the period of unpaid parental leave of the other member of the employee couple—the date on which the employee’s period of leave is to start.

(4) Birth-related leave means leave of either of the following kinds:

- (a) unpaid parental leave taken in association with the birth of a child under clause 50;
- (b) unpaid special maternity leave under clause 60.

(5) Adoption-related leave means leave of either of the following kinds:

- (a) unpaid parental leave taken in association with the placement of a child for adoption under clause 50;
  - (b) unpaid pre-adoption leave under clause 65.
- (6) The day of placement, in relation to the adoption of a child by an employee, means the earlier of the following days:
- (a) the day on which the employee first takes custody of the child for the adoption;
  - (b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

**49. Adoption-related leave—child under 16.**

- (1) An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:
- (a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
  - (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
  - (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

**50. Entitlement to unpaid parental leave**

- (1) An employee is entitled to 12 months of unpaid parental leave if:
- (a) the leave is associated with:
    - (i) the birth of a child of the employee or the employee's spouse or de facto partner; or
    - (ii) the placement of a child with the employee for adoption; and
  - (b) the employee has or will have a responsibility for the care of the child.

**51. Period of parental leave —other than an employee couple**

- (1) This clause applies to an employee who intends to take unpaid parental leave if:

- (a) the employee is not a member of an employee couple; or
  - (b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave.
- (2) The employee must take the leave in a single continuous period.
- (3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child.
- (4) If the leave is birth-related leave but subclause (3) does not apply, the period of leave must start on the date of birth of the child.
- (5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.
- (6) Despite subclauses (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:
- (a) the employee has a spouse or de facto partner who is not an employee; and
  - (b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

**52. Period of parental leave—members of an employee couple**

- (1) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.
- (2) Each employee of an employee couple must take the leave in a single continuous period.
- (3) If the leave is birth-related leave:
- (a) one employee's period of leave must start first, in accordance with the following rules:

- (i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, but must not start later than the date of birth of the child;
    - (ii) if subparagraph (i) does not apply—the period of leave must start on the date of birth of the child; and
  - (b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under clause 55 or 56).
- (4) If the leave is adoption-related leave:
- (a) one employee’s period of leave must start on the day of placement of the child; and
  - (b) the other employee’s period of leave must start immediately after the end of the first employee’s period of leave (or that period as extended under clause 55 or 56).
- (5) If one of the employees takes a period (the first employee’s period of leave) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee’s period of leave, if the concurrent leave complies with the following requirements:
- (a) the concurrent leave must be for a period of 3 weeks or less;
  - (b) unless the employer agrees as referred to in paragraph (c), the concurrent leave must not start before, and must not end more than 3 weeks after:
    - (i) if the leave is birth-related leave—the date of birth of the child; or
    - (ii) if the leave is adoption-related leave—the day of placement of the child;

(c) if the employer agrees, the concurrent leave may (subject to paragraph (a):

(i) start earlier than is permitted by paragraph (b); or

(ii) end up to 3 weeks later than is permitted by paragraph (b).

(6) Concurrent leave taken by an employee:

(a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subclause (2); and

(b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subclause (3) or (4).

### **53. Parental leave within 6 weeks before the birth**

(1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with clause 54) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):

(a) a statement of whether the employee is fit for work;

(b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:

(i) illness, or risks, arising out of the employee's pregnancy; or

(ii) hazards connected with the position.

(2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

(a) the employee does not give the employer the requested certificate within 7 days after the request; or

(b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or

(c) the following subparagraphs are satisfied:

- (i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subclause (1)(b)(i) or (1)(b)(ii);
  - (ii) clause 61 does not apply to the employee.
- (3) The period of leave must not end later than the earlier of the following:
  - (a) the end of the pregnancy;
  - (b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.
- (4) Special rules about the period of leave. The period of leave:
  - (a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subclause 51(2) or 52(3)); and
  - (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subclause 51(3) and 51(6), or subclause 52(4)).
- (5) The employee is not required to comply with clause 54 in relation to the period of leave.

#### **54. Notice and evidence requirements**

- (1) An employee must give his or her employer written notice of the taking of unpaid parental leave under clause 51 or 52 by the employee.
- (2) The notice must be given to the employer:
  - (a) at least 10 weeks before starting the leave; or
  - (b) if that is not practicable—as soon as practicable (which may be a time after the leave has started).

- (3) The notice must specify the intended start and end dates of the leave.
- (4) Confirmation or change of intended start and end dates
- (5) At least 4 weeks before the intended start date specified in the notice given under subclause (1), the employee must:
  - (a) confirm the intended start and end dates of the leave; or
  - (b) advise the employer of any changes to the intended start and end dates of the leave;unless it is not practicable to do so.
- (6) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:
  - (a) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or
  - (b) if the leave is adoption-related leave:
    - (i) of the day of placement, or the expected day of placement, of the child; and
    - (ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.
- (7) Without limiting subclause (5), an employer may require the evidence referred to in paragraph (5)(a) to be a medical certificate.
- (8) An employee is not entitled to take unpaid parental leave under clause 51 or 52 unless the employee complies with this clause.

**55. Extension of unpaid parental leave first 12 months**

- (1) This clause applies if:
  - (a) an employee has, in accordance with clause 54, given notice of the taking of a period of unpaid parental leave (the original leave period); and

- (b) the original leave period is less than the employee's available parental leave period; and
  - (c) the original leave period has started.
- (2) The employee's available parental leave period is 12 months, less any periods of the following kinds:
- (a) a period of concurrent leave that the employee has taken in accordance with subclause 52(6);
  - (b) a period of unpaid parental leave that the employee has been required to take under subclause 53(2) or 61(2);
  - (c) a period by which the employee's entitlement to unpaid parental leave is reduced under paragraph 56(6)(c);
  - (d) a period of special maternity leave that the employee has taken.
- (3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
- (4) Only one extension is permitted under subclause **Error! Reference source not found.**(3).
- (5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.
- (6) The employee is not entitled under this clause to extend the period of unpaid parental leave beyond the employee's available parental leave period.

**56. Extension of parental leave beyond 12 months**

- (1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

- (2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.
- (3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (4) The employer may refuse the request only on reasonable business grounds.
- (5) If the employer refuses the request, the written response under subclause (3) must include details of the reasons for the refusal.
- (6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this clause:
  - (a) the request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
  - (b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
  - (c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under clause 50 in relation to the child is reduced by the period of the extension.
- (7) Despite any other provision of agreement, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

#### **57. Reducing period of unpaid parental leave**

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

**58. Employee who ceases to have responsibility for care of child**

- (1) This clause applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.
- (2) The employer may give the employee written notice requiring the employee to return to work on a specified day.
- (3) The specified day:
  - (a) must be at least 4 weeks after the notice is given to the employee; and
  - (b) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.
- (4) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

**59. Interaction with paid leave**

- (1) Clauses 50 to 59 (except for subclauses (2) and (3)) do not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.
- (2) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- (3) An employee is not entitled to any community service leave payment in relation to activities the employee engages in while taking unpaid parental leave.

**60. Unpaid special maternity leave**

- (1) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:
  - (a) she has a pregnancy-related illness; or

- (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (2) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.
- (3) The notice:
  - (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
  - (b) must advise the employer of the period, or expected period, of the leave.
- (4) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subclause (1).
- (5) Without limiting subclause (4), an employer may require the evidence referred to in that subclause to be a medical certificate.
- (6) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subclauses (2) to (4).
- (7) A female employee's entitlement to 12 months of unpaid parental leave associated with the birth of a child (see clause 50) is reduced by the amount of any unpaid special maternity leave taken by the employee while she was pregnant.

**61. Transfer to a safe job**

- (1) This clause applies to a pregnant employee if:
  - (a) she is entitled to unpaid parental leave; and
  - (b) she has already complied with the notice and evidence requirements of clause 54(c) for taking unpaid parental leave; and
  - (c) she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable

for her to continue in her present position during a stated period (the risk period) because of:

- (i) illness, or risks, arising out of her pregnancy; or
- (ii) hazards connected with that position.

- (2) Without limiting clause 54 an employer may require the evidence referred to in that paragraph to be a medical certificate.
- (3) If this clause applies to an employee:
  - (a) if there is an appropriate safe job available—the employer must transfer the employee to that job for the risk period, with no other change to the employee’s terms and conditions of employment; or
  - (b) if there is no appropriate safe job available—the employee is entitled to take paid no safe job leave for the risk period.
- (4) An appropriate safe job is a safe job that has:
  - (a) the same ordinary hours of work as the employee’s present position; or
  - (b) a different number of ordinary hours agreed to by the employee.
- (5) Payment to employee if transferred to appropriate safe job
- (6) Without limiting paragraph (3)(a), if the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee’s full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.
- (7) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the risk period.
- (8) If the employee’s pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

**62. Employee on paid no safe job leave –medical certificate**

- (1) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask

the employee to give the employer a medical certificate stating whether the employee is fit for work.

- (2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:
  - (a) the employee does not give the employer the requested certificate within 7 days after the request; or
  - (b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.
- (3) When the period of leave starts, the employee's entitlement to paid no safe job leave ends.
- (4) Subclauses 53(3), 53(4) and 53(5) apply to the period of leave.

**63. Consultation with employee on unpaid parental leave**

(1) If:

- (a) an employee is on unpaid parental leave; and
- (b) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;

the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

(2) The employee's pre-parental leave position is:

- (a) unless paragraph (b) applies, the position the employee held before starting the unpaid parental leave; or
- (b) if, before starting the unpaid parental leave, the employee:
  - (i) was transferred to a safe job because of her pregnancy; or
  - (ii) reduced her working hours due to her pregnancy;
- (c) the position the employee held immediately before that transfer or reduction.

**64. Return to work guarantee**

On ending unpaid parental leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave position; or
- (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

**65. Unpaid pre-adoption leave**

- (1) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (2) However, an employee is not entitled to take a period of unpaid pre-adoption leave if:
  - (a) the employee could instead take some other form of leave; and
  - (b) the employer directs the employee to take that other form of leave.
- (3) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:
  - (a) a single continuous period of up to 2 days; or
  - (b) any separate periods to which the employee and the employer agree.
- (4) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.
- (5) The notice:
  - (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
  - (b) must advise the employer of the period, or expected period, of the leave.
- (6) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that

the leave is taken to attend an interview or examination as referred to in subclause(1).

(7) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subclauses (4) to (6).

## **66. Paid Parental Leave**

Employees will not be entitled to any period of paid parental leave until they have completed two years' service prior to taking parental leave. Casual employees are not entitled to any period of paid parental leave.

After two years' service employees will be entitled to four weeks' paid parental leave.

After three years' service employees will be entitled to six weeks' paid parental leave.

Paid parental leave is part of the total maximum entitlement of 52 weeks parental leave and does not extend the total period of parental leave absence allowed.

Service in relation to this clause means the total period of employment with Longerenong College excluding any period of unpaid leave in excess of one week.

Paid and unpaid parental leave is to be available to the primary care giver, except that the non-primary care giver parent may simultaneously take up to one week at the time of the birth of the child or in the case of adoption leave up to three weeks at the time of placement of the child.

To be eligible for paid parental leave, employees are required to provide a statutory declaration confirming that they are the primary care giver for the child and detailing any leave arrangements that their partner may be taking in relation to the birth or adoption of their child.

Where both parents are employees of Longerenong College only the primary care giver shall be entitled to access the paid parental leave provisions outlined in this clause.

In order to assist employees to maintain contact with Longerenong College during their leave, employees who receive:

- 2 weeks paid parental leave, will be required to attend one Department meeting and one full employee meeting during their period of parental leave.
- 4 weeks paid parental leave will be required to attend two Department meetings and two full employee meetings during their period of parental leave.
- 6 weeks paid parental leave will be required to attend two Department meetings and two full employee meetings and the annual strategic planning day during their period of parental leave.

If these meetings do not fall within the period of leave an employee has taken, Longerenong College will not penalise the employee for failing to attend such meetings.

Longerenong College is mindful of the difficulties that may occur in arranging childcare to allow the carer the time to attend such meetings. Longerenong College will be flexible, where possible, to assist in the provision of facilities such as a private parenting room and the provision of company transport where necessary to assist in travel to meetings.

#### **67. Subsequent Periods of Paid Parental Leave**

An employee with at least twelve months continuous service from the date of return from their last period of paid parental leave is eligible for two weeks paid parental leave.

An employee with at least twenty-four months continuous service from the date of return from their last period of paid parental leave is eligible for four weeks paid parental leave.

An employee with at least thirty-six months continuous service from the date of return from their last period of paid parental leave is eligible for six weeks paid parental leave.

The eligibility provisions set out in clause 66 also apply to all subsequent periods of parental leave.

An employee who has previously taken unpaid parental leave but has not taken any paid parental leave will be eligible for the parental leave as if it is their first paid parental leave application and their eligibility for paid parental

leave shall be assessed according to their service in accordance with clause 66 above.

### **68. Long Service Leave**

Except where inconsistent with this clause, LSL shall be in accordance with the Victorian Long Service Leave Act.

An employee who has 10 years eligible service with Longerenong College is entitled to be granted 13 weeks leave with pay. An employee is entitled to a further 6.5 weeks leave with pay for each additional period of 5 years eligible service past 10 years eligible service.

An employee who ceases employment after 5 years continuous service becomes eligible for pro rata entitlement to long service leave.

An employee is required to give Longerenong College three months notice of his or her intention to take the full period of long service leave. An employee is required to give Longerenong College one month's notice of his or her intention to take a shorter period of long service leave.

Trainees who have been employed by Longerenong College (other than trainees or apprentices who have been hosted to a host employer under a Group Training scheme) will have the period of service as a trainee recognised for Long Service leave purposes.

Where an employee on approved long service leave becomes eligible for paid personal leave for a period of 5 working days or more of the long service leave period, the employee will have an equivalent period of long service leave recredited, subject to providing a medical certificate to support the claim for personal leave.

### **69. Jury Duty Leave**

An employee other than a casual employee required to attend for jury service during their ordinary working hours will be reimbursed by Longerenong College an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received had they not been on jury service.

### **70. Leave Without Pay**

An employee may apply for leave without pay for a specified period. It will be at the discretion of Longerenong College to determine whether such leave will be granted.

### **71. Aboriginal and Torres Strait Islander Ceremonial Leave**

An employee who is required by the employee's Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes shall be entitled to up to ten working days unpaid leave in any one year. The employee shall be able to establish to Longerenong College that she or he has an obligation under Aboriginal or Torres Strait Islander custom or traditional law to participate in ceremonial activities. In such circumstances the employee shall be granted such leave without pay for a maximum period of ten days per year, or for such extension granted by Longerenong College. Such leave shall not affect the employee's entitlement to bereavement leave as set out in this agreement.

Approval of all Aboriginal and Torres Strait Islander Ceremonial leave will be subject to Longerenong College's convenience and will not unreasonably affect the operation of the project concerned but will not be unreasonably withheld.

### **72. Leave for Religious/Cultural Purposes**

Longerenong College recognises the needs of employees from various cultural and religious backgrounds and will provide up to three days unpaid leave per year for religious or cultural purposes. Approval for such leave shall not be unreasonably withheld.

## **PART 8 – PERFORMANCE AND STANDARDS**

### **73. Performance review**

An annual employee development/performance review shall be conducted for all employees. The review shall be confidential, and, without limiting the scope, is intended to identify:

- the new or enhanced skills required by the employer, if any, together with proposed competency levels required where appropriate;

- any development and expansion anticipated by the employer for the employee in his/her position both in the short term and the longer term;
- current training needs to be undertaken to meet organisation objectives in both the short and long term and to enable an employee to meet the standards of his/her existing position;
- the performance objectives required;
- current performance
- professional development needs of employees.

Other than employees on parental leave, an employee who has been absent in excess of three months in aggregate shall have the review delayed by the period of absence. Employees should be provided with ongoing feedback about their performance however, an employee may request that feedback is provided at least every 6 months or other agreed time in between the annual review.

All salary increases recommended from the performance appraisal system must be approved by the General Manager. Such increases will be awarded solely on the basis of the performance of each employee. The General Manager must notify the employee of the outcome of the review within 30 days of the annual review being conducted, including any salary outcome arising from the appraisal. Where the employer does not conduct a review for a reason within the employer's control, the employee's performance will be deemed to be satisfactory. A reason within the employers control does not include any delay in the review which occurs as a result of the employee taking leave (other than parental leave) in excess of 3 months.

#### **74. Disciplinary Procedure**

In using this procedure Longerenong College shall ensure that:

- where the employee has been counselled or warned to improve work performance or conduct, a reasonable time shall be given to enable the employee to comply; and
- the employee is given an opportunity to respond to any concern or allegation made; and,
- , the employee is advised of their entitlement to be accompanied by their Union or other representative.

Where Longerenong College has concerns about the work performance or conduct of an employee, Longerenong College shall initiate counselling of the employee concerned through their supervisor to make them aware of the deficiencies in their performance and the standard of performance that Longerenong College requires the employee to meet. The aim of the counselling is to attempt to restore and improve the levels of performance of the employee.

At the commencement of counselling Longerenong College shall make the employee aware of the nature of the counselling meeting and the specific areas of concern.

Longerenong College shall provide the employee with an opportunity to respond at the interview.

Having informed the employee of the concerns in relation to their performance or conduct, and having heard the employee's response, Longerenong College may give the employee a written warning requiring them to improve their performance or conduct. A copy of the written warning will be given to the employee.

The written warning shall include a statement of the required performance or behaviour standards and where these standards are not being met. It shall also propose a time frame for monitoring progress against the standards and set a meeting time to assess progress.

The employee shall be informed of the possible implications of continued unsatisfactory behaviour or performance including the possibility that their employment might be terminated.

A statement signed by the Department Manager stating that a warning had been given to the employee and setting out any agreement reached at the

interview shall be placed on the employee's file. A copy of this statement shall be given to the employee.

If, at the meeting scheduled to assess progress, Longerenong College determines that the employee's continuing work performance or conduct has not improved, Longerenong College may give a further written warning outlining Longerenong College's concerns and reasons for giving the written warning.

If a third written warning is given to an employee Longerenong College may terminate the employment of the employee.

Nothing in this procedure shall restrict Longerenong College's right to summarily dismiss an employee in circumstances that warrant summary dismissal.

Nothing in this procedure shall prevent Longerenong College from repeating steps specified above where the particular circumstances require it.

#### **75. Dress Standards & Uniform Allowance**

At work, an employee must observe standards of personal hygiene and presentation, to the expected standard of the Company.

Full time employees are entitled to a uniform allowance to assist them in the purchase of a Longerenong College uniform. Part time employees who work a minimum of 19 hours a week are entitled to a pro rata uniform allowance.

#### **76. Professional Development and Training**

An employee may be required to attend promotional functions, industry seminars, network activities and training as part of their ongoing professional development. Reasonable notice would be given to any employee required to attend such functions or activities.

#### **77. Intellectual Property & Confidentiality**

Longerenong College asserts its ownership of all the intellectual property made in the course of all work on its behalf by Longerenong College employees.

#### **78. Confidentiality**

For the purposes of this Agreement, "Confidential Information" means:

All business and financial information relating to Longerenong College or WORKCO;

All marketing strategies, customer listings, applicants listings, business listings, information concerning the vacancies at and business of customers, product formulations, computer programmes, compilations, data bases, and all other information which, by its nature, places or potentially places Longerenong College at an advantage over its present or future competitors; and

Any information which is marked 'confidential'; and

Any information what would otherwise at law be considered secret or confidential information of Longerenong College.

The employees acknowledge that all the confidential information that may come into their possession, is and remains the property of Longerenong College. The employees agree that without Longerenong College's written consent they will not at any time copy or take extracts from confidential information or remove any confidential information from Longerenong College's premises except in the normal course of employment. In the case of approved removal, employees will as promptly as possible return the information to Longerenong College.

Employees must not, either before or after the termination of their employment, disclose to any person (other than to Longerenong College and persons from time to time authorised by Longerenong College) any confidential information. Employees must not make any use of any such confidential information to gain directly or indirectly any improper advantage to either the employee or to any other person, firm or body corporate.

#### **79. Occupational Health and Safety**

Longerenong College shall take all reasonable action to ensure the health and safety of employees and shall adopt and implement appropriate health and safety policies and practices.

An employee must work safely at all times, observing all safety precautions and procedures, including the wearing of protective clothing and equipment

when necessary. Failure to do so may result in Longerenong College initiating disciplinary proceedings under clause 74 of this Agreement.

All necessary protective clothing and safety equipment shall be provided free of cost for use of each employee, where necessary to protect the clothing or person of the employee or where required by Longerenong College to be worn or used. These items shall remain the property of Longerenong College and shall be maintained by Longerenong College free of cost to the employee.

Longerenong College shall comply with all requirements under the Occupational Health and Safety Act 2004.

## **PART 9 – ENDING EMPLOYMENT**

### **80. Termination of Employment**

In the case of termination of employment (other than for misconduct) Longerenong College shall give the employee the following notice:

- Where an employee has been employed for a continuous period of not more than 3 years: 2 week's notice
- Where an employee has been employed for a continuous period of more than 3 years but not more than 5 years: 3 week's notice
- Where an employee has been employed for a continuous period of more than 5 years: 4 week's notice

In addition to this notice, employees over 45 years of age, at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.

Longerenong College may decide to provide payment in lieu of notice. Employment may be terminated by part of the period of notice specified and part payment in lieu of notice.

The period of notice in this clause shall not apply in the case of conduct that justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

### **81. Notice of termination by employee**

The notice of termination required to be given by an employee shall be the same as that required of Longerenong College, except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice, Longerenong College shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

### **82. Statement of employment**

Longerenong College shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

### **83. Summary dismissal**

Longerenong College shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal. This includes the employee in the course of the employee's employment:

- engaging in theft, or fraud, or assault, or;
- being intoxicated at work, or;
- refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

This list does not preclude other actions or behaviour on the part of an employee being considered by Longerenong College to justify instant dismissal.

In such cases the wages shall be paid up to the time of dismissal only.

### **84. Redundancy**

In the event that the need for redundancy should arise, Longerenong College will take all steps to inform and discuss the circumstances of the redundancy with the affected employee in accordance with Clause 9 of this agreement.

In addition to the period of notice prescribed for ordinary termination, an employee, other than a casual employee, whose employment is terminated under this clause shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
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 less than 10 years	16 weeks' pay
10 years and over	18 weeks' pay

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

Longerenong College may make application to Fair Work Australia to have the general severance pay prescription varied if it obtains acceptable alternative employment for an employee who would otherwise be made redundant.

#### **85. Employee leaving during notice**

An employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with Longerenong College until the expiry of such notice. However, in this circumstance the employee shall not be entitled to payment in lieu of the remainder of the period of notice.

#### **86. Time off during notice period**

During the period of notice of termination given by Longerenong College an employee shall 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.

#### **87. Abandonment of Employment**

Where an employee is absent from work for more than 5 working days without the consent of or notification to Longerenong College, Longerenong College will write to the employee advising them that the employment will be treated as having been abandoned unless they notify Longerenong College and provide reasons acceptable to Longerenong College as to why they have

been absent from work within a further 5 working days. If no response or reasonable explanation is provided within 10 days of Longerenong College writing to the employee, they will be deemed to have abandoned their employment and their employment will be terminated without notice.

**Signatory**

Signed for and on behalf of Longerenong College

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

The above person is authorised to sign the Agreement on behalf of the Employer for the following reason/s:

\_\_\_\_\_  
\_\_\_\_\_

Signed for and on behalf of VIEU

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

The above person is authorised to sign the Agreement on behalf of the employees for the following reason/s:

\_\_\_\_\_  
\_\_\_\_\_

## Schedule 1 Salaries

### Academic Salary Structure

Rates effective from first pay period commencing on or after 24 November 2009

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Trainer Level 1	46,983	48,605	50,227	51,849		
Teacher Level 2	54,553	56,175	57,798	59,420	61,042	62,664
Senior Teacher Level 3	65,368	66,990	68,613	70,235		
Manager Academic Programs Level 4	77,265	79,968	82,672			

Rates effective from first pay period commencing on or after 24 November 2010

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Trainer Level 1	48,392	50,063	51,734	53,405		
Teacher Level 2	56,190	57,861	59,531	61,202	62,873	64,544
Senior Teacher Level 3	67,329	69,000	70,671	72,342		
Manager Academic Programs Level 4	79,582	82,367	85,152			

### Operational Employees Salary Structure

	First pay period commencing on or after 24 November 2009		First pay period commencing on or after 24 November 2010	
	Annual	Hourly	Annual	Hourly
<b>Level 1</b>				
1	\$33,511	\$16.9047	\$34,516	\$17.4119
2	\$34,384	\$17.3452	\$35,415	\$17.8655
3	\$36,057	\$18.1891	\$37,139	\$18.7348
4	\$37,558	\$19.9463	\$38,685	\$19.5147
5	\$38,528	\$19.4140	\$39,684	\$19.9965
6	\$39,552	\$19.9524	\$40,739	\$20.5510
<b>Level 2</b>				
1	\$39,927	\$20.1408	\$41,125	\$20.7450
2	\$40,580	\$20.4709	\$41,798	\$21.0850
3	\$41,604	\$20.9873	\$42,852	\$21.6169
4	\$43,276	\$21.8308	\$44,574	\$22.4857
5	\$44,337	\$22.3659	\$45,667	\$23.0369
6	\$45,363	\$22.8835	\$46,724	\$23.5700
7	\$46,812	\$23.6145	\$48,216	\$24.3229
8	\$47,982	\$24.2048	\$49,421	\$24.9310

9	\$49,232	\$24.8352	\$50,709	\$25.5803
<b>Level 3</b>				
1	\$50,151	\$25.2987	51,655	\$26.0577
2	\$52,819	\$26.6447	54,403	\$27.4440
3	\$54,213	\$27.3479	55,839	\$28.1683
4	\$55,649	\$28.0725	57,319	\$28.9147
5	\$57,128	\$28.8166	58,842	\$29.6831
6	\$58,651	\$29.5871	60,411	\$30.4747
7	\$66,137	\$33.3633	68,121	\$34.3642

## Schedule 2 Classification descriptors

### LONGERENONG COLLEGE – TEACHING CLASSIFICATIONS

Level	Qualifications/Special Skills	Key Activities	Judgement & Problem Solving	Level of Supervision	Organisational Impact
1. <i>Trainer</i>	<p>Employees at this level will have either:</p> <p>Extensive experience in the area of expertise being taught and a teaching qualification;</p> <p>or</p> <p>A Certificate IV in Workplace Training and Assessment or equivalent qualification and relevant industry experience.</p>	<p>Employees at this level will work with students in a direct teaching role, initially under the close supervision and guidance of a more senior Teacher, progressing to more independent work with experience.</p> <p>Activities will typically include:</p> <ul style="list-style-type: none"> <li>-Establishing and maintaining a learning environment, including encouraging students to take responsibility for</li> </ul>	<p>Basic pastoral care for students and will recognize and refer learning difficulties or more complex issues to senior employees</p> <p>Planning and prioritising own work schedule, within set guidelines.</p> <p>Take an active role in identifying own professional development needs.</p>	<p>Under the close supervision and guidance of a more senior Teacher, progressing to more independent work with experience.</p> <p>Will not supervise other teachers, but may have supervisory or oversight role for other employees working directly in associated roles.</p>	<p>Responsible for delivery of teaching programs within the specific area of accountability only.</p>

		<p>their own learning and deciding instructional strategies within their own teaching areas.</p> <p>-Customizing units and courses as appropriate to meet student and client needs.</p> <p>-Provision of advice and guidance to students and other employees within their own areas of specialist expertise.</p> <p>-Liaison with Training Provider networks and learning communities.</p> <p>-Assistance with maintenance and review of teaching programs.</p> <p>-Assistance to other employees with relevant</p>			
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		administrative tasks.			
2. <i>Teacher</i>	<p>Employees at this level will have:</p> <p>A <b>relevant</b> degree and a teaching qualification and significant experience as a teacher in the relevant industry/area</p> <p>or</p> <p><b>Significant industry experience and a teaching qualification (minimum Certificate IV in Workplace Training and Assessment).</b></p> <p>This is the entry level for a qualified teacher.</p>	<p>Employees at this level will work with students in a direct teaching role and will generally carry out their duties without the need for close supervision and guidance.</p> <p>Typical activities will include those for Trainer and:</p> <p>Active promotion of training opportunities to the community, students and industry within areas of their own expertise</p> <p>Administration, co-ordination and other relevant activities that relate to the areas that</p>	<p>Basic pastoral care to students with some capacity for more complex problem resolution and recognition of appropriate referral to more senior employees.</p> <p>Exercise judgment and initiative in relation to areas of direct teaching responsibility.</p> <p>Guidance and advice for colleagues at Trainer and associated employees</p> <p>Planning and prioritising work schedule within guidelines and in context of overall requirements of the work area.</p>	<p>Will work largely independently without close supervision, but under the direction of more senior employees.</p> <p>Will guide Trainers and may carry out limited supervisory duties as well and also supervise other employees working directly in associated roles.</p>	<p>Responsible for delivery of teaching programs within the specific area of accountability and assistance and advice to Trainers on specific matters.</p> <p><b>Employees at this level may be allocated the role of program leader for a particular course. In such cases, sufficient time will be reflected in the employee's workload to perform the associated administration.</b></p> <p><b>A program leader is the first point of contact for students enrolled in a</b></p>

		they teach in.	<p>Set and achieve own teaching objectives.</p> <p>Manage the learning process for students within their own areas of responsibility</p> <p>Actively involved in personal professional development.</p> <p>Provide authoritative advice to stakeholders in relation to learning needs of students and training needs of Employers.</p> <p>Encourage and support innovative learning and teaching strategies.</p> <p>Well developed understanding of a specialized area of knowledge.</p>		<p><b>course.</b></p> <p><b>The program leader is expected to foster the successful implementation of training under the supervision and guidance of the Manager Academic Programs.</b></p> <p><b>Successful program leadership will be seen favourably for employees applying for incremental advancement.</b></p>
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<p>3. <i>Senior Teacher</i></p>	<p>Employees at this level will <b>ideally</b> have a degree and a teaching qualification and <b>must have</b> extensive experience as a teacher and extensive experience in the relevant industry/area</p>	<p>Employees at this level will use their extensive experience in a direct teaching role and will also assist more junior teaching employees in their direct teaching roles.</p> <p>Typical activities will include all of those for Trainer and Teacher, and assistance and supervision of Trainers and Teachers in their teaching duties</p>	<p>Well developed pastoral care skills.</p> <p>Capable of identifying problems and possible strategies for resolution including provision of guidance and problem solving assistance for more junior teaching employees</p> <p>Exercise own judgement and initiative in delivery of programs.</p> <p>Provide leadership in specialist areas of knowledge within the teaching department and across the College.</p> <p>Identify suitable teaching objectives for self, and assistance to junior employees in setting and</p>	<p>Will work mostly independently and under broad direction of <b>Manager Academic Programs and General Manager.</b></p> <p>Will supervise more junior teaching employees and other employees working directly in associated roles.</p>	<p>Responsible for delivery of teaching programs within the specific area of accountability and assistance, advice to and supervision of Trainer.</p> <p><b>Employees at this level may be allocated the role of program leader for a particular course. In such cases, sufficient time will be reflected in the employee's workload to perform the associated administration.</b></p> <p><b>A program leader is the first point of contact for students enrolled in a course.</b></p> <p><b>The program leader is expected to foster the</b></p>
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			achieving their objectives.		<p><b>successful implementation of training under the supervision and guidance of the Manager Academic Programs.</b></p> <p><b>Successful program leadership will be seen favourably for employees applying for incremental advancement.</b></p>
4. <i>Manager Academic Programs</i>	An appropriate degree plus an appropriate education qualification and extensive relevant experience in rural education.	Employees at this level are responsible for the day to day management of the College's VET programmes at all levels and also for ensuring that student welfare and academic discipline are maintained.	<p>Sound strategic decision making skills</p> <p>Capable of investigating, reporting and making recommendations via the Principal and Managing Director to Board level about directions, options and activities for the</p>	Management of <b>academic</b> employees at all levels within the College, under broad direction of the Principal and CEO.	<p>Responsible for the direction and maintenance of the overall teaching programs within the College, including relationships with outside bodies.</p> <p><b>Employees at this level</b></p>

			College.		<p>may be allocated the role of program leader for a particular course. In such cases, sufficient time will be reflected in the staff workload to perform the associated administration.</p> <p>A program leader is the first point of contact for students enrolled in a course.</p>
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## **Operational Staff**

**Level 1** - is the administrative and operational entry level. Employees who are undertaking on the job training are usually appointed within this level. At the lower end of this classification level, employees perform routine tasks under direction and supervision. At the higher end of this classification level employees are required to have developed skills and knowledge to work independently under general supervision.

Typical positions at this level

Administrative Assistants & Receptionists

Cleaners, Farm hands and trade assistants (without experience)

**Level 2** – is the minimum level for employees who are required to have the knowledge and experience to work in a semi-autonomous environment or are required to have specialist skills and/or qualifications or who are starting to develop leadership skills with a view to moving to a management position.

Typical positions at this level

Payroll & Finance Officers

Administrative Officers

Trade assistants (experienced)

Supervisors

**Level 3** – is the managerial and professional level and includes positions which require degree and appropriate experience

Typical positions at this level:

Professional staff

Manager