

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Methodist Ladies' College Limited (Teachers and School Assistants) Agreement 2008 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act* 1996 (Cth.).

2 ARRANGEMENT

This Agreement is arranged as follows.

<u>Part Title</u>	<u>Part Number</u>	<u>Clause Numbers</u>
Application and Operation of Agreement	1	1 - 8
Conditions of Employment for all Employees Covered by the Agreement	2	9 - 36
Conditions of Employment for Teachers	3	37 - 41
Conditions of Employment for School Assistants	4	42 - 46

<u>Clause Title</u>	<u>Part Number</u>	<u>Clause Number</u>
Accident Make-Up and Workers' Compensation Payments	2	21
Annual Leave – School Assistants	4	44
Annual Leave - Teachers	3	40
Annual Leave Loading	2	24
Arrangement	1	2
Breakage and Loss	2	26
Classifications and Salaries – School Assistants	4	42
Classifications and Salaries - Teachers	3	37
Commencement Date and Period of Operation	1	3
Compassionate Leave	2	14
Conduct Management Procedure	2	32
Criminal Records Checks	2	34
Definitions	1	6
Dispute Resolution Procedure	1	7
Examination Leave	2	29
Hours of Work – School Assistants	4	43
Hours of Work - Teachers	3	38
Infectious Diseases Leave	2	15
Introduction of Major Change	2	33
Jury Service Leave	2	28
Leave without Pay	2	20
Long Service Leave	2	19
Meal Allowance	2	25
Modes of Employment	1	8
Non Attendance Time - Teachers	3	39

Methodist Ladies' College Limited (Teachers and School Assistants) Agreement 2008

Notice of Termination – School Assistants	4	46
Notice of Termination - Teachers	3	41
Parental Leave - Unpaid	2	17
Parental Leave - Paid	2	18
Parties Bound	1	4
Payment Arrangements	2	12
Performance Management Procedure	2	31
Personal Leave	2	13
Protective Clothing	2	27
Public Holidays	2	16
Qualification Conferral Leave	2	30
Qualifying Period	2	9
Redundancy	2	23
Relationship to Awards	1	5
Relationship to other documents	2	36
Remuneration Packaging	2	10
School Holidays – School Assistants	4	45
Superannuation	2	11
Title	1	1
Victorian Institute of Teaching registration or permission to teach	2	35
Withholding of Monies	2	22

<u>Schedule Title</u>	<u>Schedule Number</u>
Teachers	
Classification Structure (Teachers)	1A
Salaries (Teachers)	1B
School Assistants	
Classification Structure (School Assistants)	2A
Salaries (School Assistants with School Holidays)	2B
Salaries (School Assistants with Annual Leave)	2C

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Workplace Authority.

3.2 The nominal expiry date of the Agreement is three years from the operative date.

4 PARTIES BOUND

4.1 This Agreement binds:

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

Methodist Ladies' College Limited (Teachers and School Assistants) Agreement 2008

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

5 RELATIONSHIP TO AWARDS

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

6 DEFINITIONS

Act	means the <i>Workplace Relations Act 1996</i> (Cth.)
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 (The Australian Fair Pay and Conditions Standard of the <i>Workplace Relations Act 1996</i> (Cth.))
Award	means the following: <ul style="list-style-type: none"> • <i>Victorian Independent Schools - Teachers - Award 1998</i>; • <i>Victorian Independent Schools - School Assistants - Award 1998</i>; and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Basic Periodic Rate of Pay	means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Casual Employee	means an Employee employed pursuant to clause 8 of this Agreement
Commission	means Australian Industrial Relations Commission
Employee	means a person covered by this Agreement
Employer	means Methodist Ladies' College Limited ACN 006 036 979
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Employee	means an Employee employed pursuant to clause 8 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 8 of this Agreement.
Immediate Family	means <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee

Methodist Ladies' College Limited (Teachers and School Assistants) Agreement 2008

Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to clause 8 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ul style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (<i>1 July 2007 Permission to Teach Policy</i>)
Principal	means Principal of Methodist Ladies' College or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005</i> (Vic.)
School	Means Methodist Ladies' College Limited ACN 006 036 979 trading as Methodist Ladies' College
School Assistant	means a person who is ancillary to the process of teaching and includes: library assistants/technicians, laboratory assistants/technicians, audio-visual assistants/technicians and teacher aides.
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic.)

7 DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising out of this Agreement that may be in dispute ('the matter') between the Employer and the Employee ('the parties') as parties to this agreement, except matters relating to the actual or threatened termination of employment of the Employee, the parties will undertake the following steps:

Step 1

Every attempt will be made to resolve the matter by discussions between the Employer and the Employee(s) directly involved at the School. This does not preclude the right of either party to seek advice from outside the School, nor does it necessitate such an approach where this is impracticable.

Step 2

Where the matter is not resolved by Step 1, the Employer or the Employee(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter.

Step 3

Where the Employer and the Employee(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.

Step 4

In the event that Steps 1, 2 and 3 fail to resolve the matter it may be referred by either party to the Commission. In normal circumstances, the matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2, and where agreed, Step 3.

8 MODES OF EMPLOYMENT

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

8.1 Full Time Employees

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

8.2 Part Time Employee

8.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

8.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.

8.2.3 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 8.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 18 hours secondary and 23 hours primary.

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

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

8.3 Fixed Term Employee

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

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation;
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year; or
- to replace an Employee who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following School Year.

8.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

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

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

8.3.4 Subject to clause 9, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 41 or 46.

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

- notice of termination (where the date of cessation of employment is stated at the time of appointment)
- jury service leave
- redundancy.

8.4 Casual Employee

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

8.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B, 2B or 2C. This rate of pay includes a loading in lieu of paid leave entitlements.

- 8.4.3 The Employer will engage a Casual Teacher for a full day or a half day or per period.
- 8.4.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
 - redundancy
 - remuneration packaging
 - annual leave
 - jury service leave
 - school holidays
 - non attendance time
 - leave loading
 - public holidays
 - paid personal leave
 - paid compassionate leave
 - accident make-up pay
- 8.4.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- 8.4.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.
- 8.4.7 An Employer must not employ a Casual School Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

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

9 QUALIFYING PERIOD

- 9.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 9.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 41 or 46 and does not need to comply with the procedures outlined in clauses 31 and 32.
- 9.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	4 weeks' notice within a term
School Assistant	4 weeks' notice within a term

9.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 9.3 above.

10 REMUNERATION PACKAGING

10.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

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

11 SUPERANNUATION

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

12 PAYMENT ARRANGEMENTS

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

13 PERSONAL LEAVE

13.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the Act) except where more favourable terms are provided in this Agreement.

13.2 This clause does not reproduce Division 5 of Part 7 of the Act in full.

13.3 Entitlement

13.3.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.

13.3.2 For a Full Time Teacher or School Assistant, the sick leave entitlement equates to 15 days per year of service. A Part Time Teacher or School Assistant is entitled to paid sick leave on a pro rata basis based on specified hours in clause 38 or 43.

- 13.3.3 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 13.3.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 38 or 43. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 13.3.5 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 13.3.6 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 13.3.7 Personal leave for an Employee accrues upon the completion of each four-week period of continuous service, based upon the Employee's nominal hours of work.
- 13.3.8 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 13.3.9 An Employee is entitled to sick leave provided that:
- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration where it is not reasonably practicable to provide a medical certificate, to the Employer for any absence of more than two consecutive days;
 - the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration where it is not reasonably practicable to provide a medical certificate, to the Employer for any absence continuous with a holiday to which the Employee is entitled; and
 - the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration where it is not reasonably practicable to provide a medical certificate, to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

14 COMPASSIONATE LEAVE

- 14.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.

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

14.3 Entitlement

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

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

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

15 INFECTIOUS DISEASES LEAVE

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

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

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

16 PUBLIC HOLIDAYS

16.1 An Employee is entitled to public holidays as specified in the *Public Holidays Act 1993 (Vic)* and as gazetted by the Victorian Government from time to time. These include the following:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

16.2 Public holidays that occur during a period of leave for Employees in accordance with 39 or 45 do not create an additional entitlement.

- 16.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 16.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 16.5 An agreement made in accordance with 16.3 or 16.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

17 PARENTAL LEAVE - UNPAID

17.1 Relationship with Act

17.1.1 Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the Act), except where this more favourable terms are provided in this Agreement.

17.1.2 This clause does not reproduce Division 6 of Part 7 of the Act in full.

17.2 Application

17.2.1 Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee.

17.2.2 The Employer must not fail to re-engage a Casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

17.2.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.

17.3 Definitions

17.3.1 For the purposes of this clause, **child** means a child of the Employee under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a **child** is an **eligible child** and means a person under the age of five years or under school age, whichever applies first, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

17.3.2 For the purposes of this clause, an **eligible casual employee** means a Casual Employee:

- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

17.3.3 For the purposes of this clause, **continuous service** means service with the Employer as an Employee during the whole of the period, including any period of authorised leave. For an eligible Casual Employee, **continuous service** means a period during which the Casual Employee

was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer.

17.3.4 A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse.

17.4 Basic entitlement

17.4.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 12 months' unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:

- up to 52 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;
- a single, unbroken period of unpaid short paternity leave of up to one week at the time of the birth of a child and a further unbroken period of up to 51 weeks of unpaid long paternity leave to be the primary care-giver of a child; and
- a single, unbroken period of up to three weeks' unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Employee and a further unbroken period of up to 49 weeks to be the primary care-giver of the eligible child.

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

17.5 Right to request

17.5.1 Simultaneous Leave

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

17.5.2 Additional Long Parental Leave

- (a) Subject to 17.5.2(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities
- (b) An application under 17.5.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than one complete school term prior to the date upon which the Employee is due to return to work from parental leave.

17.5.3 Part Time Work

- (a) Subject to 17.5.3(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application pursuant to 17.5.3(a) must be made as soon as possible but no less than one complete school term prior to the date upon which the Employee is due to return to work from parental leave.

17.5.4 Request to be considered

- (a) The Employer shall consider any request made pursuant to 17.5.1, 17.5.2 or 17.5.3 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (b) An Employee's request and the Employer's decision made pursuant to 17.5.1, 17.5.2 or 17.5.3 must be recorded in writing.

17.6 Ordinary maternity leave

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

- (a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate); and
- (b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

17.6.2 When the Employee gives notice under 17.6.1(b) the Employee must also provide a statutory declaration stating the following:

- the particulars of any period of paternity leave sought or taken by her spouse;
- that the Employee intends to be the child's primary care-giver at all times while on ordinary maternity leave; and
- that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

17.6.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason.

- 17.6.4 Subject to clause 17.4.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.
- 17.6.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.
- 17.6.6 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 17.6.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.
- 17.6.7 Where the Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

17.7 Special maternity leave

- 17.7.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 17.7.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 17.7.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.
- 17.7.4 Where leave is granted under clause 17.6.4, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 17.7.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 17.7.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.
- 17.7.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:

- (a) a medical certificate from a medical practitioner containing the following statements:
 - that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - what the expected date of birth would have been if the pregnancy had gone to full term;
 - that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
 - that the Employee is, was, or will be unfit for work during a stated period.
- (b) a statutory declaration made by the Employee containing the following statements:
 - that the employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
 - the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
 - that the employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.

17.7.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

17.7.9 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.

17.7.10 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

17.8 Paternity leave

17.8.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Employee:

- (a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or
- (b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Employee to comply with 17.8.1(a) because of the premature birth of the child or any other compelling reason; and

(c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

17.8.2 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The Employee must provide the Employer with a statutory declaration no later than 10 weeks prior to the first day of the intended period of leave stating:

- he will take that period of paternity leave to become the primary care-giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

17.8.3 The Employee will not be in breach of 17.8.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

17.9 Adoption leave

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

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

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

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

17.9.4 A notice under 17.9.1, 17.9.2 or 17.9.3 must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

17.9.5 An Employee must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Employee cannot comply because of the day when the placement is

expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of short adoption leave.

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

17.9.7 The Employee must also give his or her Employer the following documents:

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

17.9.8 An Employee may take:

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

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

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

17.9.10 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

17.10 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 17.5.2.

17.11 Transfer to a safe job

17.11.1 Subject to 17.11.2 and 17.11.3, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

17.11.2 This subclause applies to an Employee if

- (a) the Employee is entitled to ordinary maternity leave; and
- (b) the Employee has already complied with the documentation requirements under 17.6; and
- (c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position.

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

- (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 17.11.4(b); or
- (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 17.11.4(b).

17.11.4 If the Employee takes paid leave under 17.11.3:

- (a) the entitlement to leave is in addition to any other leave entitlement she has; and
- (b) the period of leave ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate; or
 - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
 - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

17.12 Variation of period of ordinary maternity leave, long paternity leave or long adoption leave

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

- (a) may extend the period of ordinary maternity leave, long paternity leave or long adoption leave once by giving the Employer 14 days' written notice before the end of the period stating the period by which the leave is extended; and
- (b) may further extend the period of ordinary maternity leave, long paternity leave or long adoption leave by agreement with the Employer.

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

17.12.3 To avoid doubt, this subclause does not apply to the right to request provision in 17.5.2.

17.13 Returning to work after a period of parental leave

17.13.1 An Employee returning to work following a period of parental leave outlined in clause 17.4.1, will notify the Employer of the Employee's intention to return to work at least four weeks prior to the expiration of the leave.

17.13.2 An Employee returning to work following a period of parental leave outlined in clause 17.5.2, will notify the Employer of the Employee's intention to return to work at least one complete term prior to the expiration of the leave.

17.13.3 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 17.11, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.

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

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

17.14 Replacement employees

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

17.14.2 Before an Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

17.15 Communication during parental leave

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

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

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

17.15.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 17.15.1.

18 PARENTAL LEAVE - PAID

18.1 Where an Employee is granted unpaid parental leave in accordance with the Act and clause 17 of this Agreement, to be the primary caregiver of a child, the Employee is entitled to be paid a parental allowance:

18.1.1 equivalent to six weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of six weeks' unpaid maternity leave commencing at or around the time of the birth of the child; or

18.1.2 equivalent to six weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of six weeks' unpaid adoption leave at or around the time of the placement of the child with the employee.

18.1.3 an employee will be entitled to an additional three weeks' salary at the Employee's ordinary rate of pay upon their return to work from a period of unpaid maternity or adoption leave. For the purposes of this clause ordinary rate of pay will be based on the full time or part time load the employee resumes upon their return to work.

18.2 During the period of time that the Employee is in receipt of the parental allowance under 18.1, the Employee is entitled to accrue annual leave, as defined by the Act, and personal leave, in accordance with clause 13 of this Agreement. The Employee is not entitled to accrue long service leave in accordance with the Long Service Leave Act 1992 (Vic.)

18.3 Where an Employee is granted unpaid short paternity or unpaid short adoption leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Employee is entitled to a parental allowance at the Employee's ordinary rate of pay for up to three days of the short paternity or short adoption leave.

- 18.4 An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 18.1.
- 18.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 18.1.
- 18.6 The parental allowance is not payable during a period of paid leave.
- 18.7 Where legislation is implemented to provide a payment during a period of parental leave, the parental allowance available under this clause will absorb any legislative entitlements.

19 LONG SERVICE LEAVE

- 19.1.1 An Employee is entitled to long service leave. The *Long Service Leave Act* 1992 (Vic.), as amended from time to time, specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.
- 19.1.2 A Teacher is entitled to long service leave
- of thirteen weeks upon the completion of fifteen years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980; and
 - of thirteen weeks upon the completion of ten years of continuous employment for any period of employment commencing after 1 January 1980. A Teacher is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- 19.1.3 A School Assistant is entitled to long service leave
- of thirteen weeks upon the completion of fifteen years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 31 October 2000; and
 - of thirteen weeks upon the completion of ten years of continuous employment for any period of employment commencing after 1 November 2000. A School Assistant is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- 19.1.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act* 1992 (Vic.).
- 19.1.5 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 19.1.6 A School Assistant, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

Methodist Ladies' College Limited (Teachers and School Assistants) Agreement 2008

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

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

19.2 Illness on Long Service Leave

19.2.1 Subject to the requirements of 19.2.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

19.2.2 The Employee's application under 19.2.1:

- i. must be received by the Employer during the period of illness or injury;
- ii. must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

19.3 An employee who has completed seven years' continuous employment may apply for, and by mutual agreement with the Principal be granted, pro rata long service leave.

19.4 An employee must take not less than one complete school term of long service leave, unless otherwise negotiated with the Principal.

19.5 An employee must take not less than one complete school term of long service leave within three (3) years of each time a complete school term of long service entitlement is accrued.

19.6 Where the employee does not take long service leave in accordance with 19.5, the College may direct the employee to take not less than one complete school term of long service leave.

19.7 Where the employee requests to take long service leave in accordance with 19.5 or where the College directs the employee to take long service leave in accordance with 19.5, a minimum of twelve months' notice must be given.

19.8 Payment of Accrued Long Service leave in lieu of taking leave

19.8.1 The College and the employee may agree for the employee to receive payment for part of the employee's accrued long service leave in lieu of taking this entitlement as leave.

19.8.2 Where the employee requests and the College agrees to partial payment in lieu of taking accrued long service leave:

- The quantum of accrued long service leave used (ie as leave taken and payment in lieu) must be not less than that which would be accrued under 19.1.2 or 19.1.3; and
- Unless mutually agreed, the employee must take a minimum of one complete school term as leave before receiving the remaining entitlement, or part thereof, as payment in lieu of taking leave.

19.8.3 The payment in lieu option will have the express effect of overriding Section 74 of the *Long Service Leave Act 1992 (Vic)*.

20 LEAVE WITHOUT PAY

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

21 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

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

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

- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave; and
- (b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time for a Teacher or School Holidays for a School Assistant entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic)*.

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

21.4 For the purposes of 21.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

22 WITHHOLDING OF MONIES

22.1.1 Subject to 22.1.2, in the event that an Employee does not provide the full notice required by 41 or 46, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

22.1.2 Clause 22.1.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Australian Fair Pay and Conditions Standard under the Act.

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

- i. unpaid salary or wages to the extent to which such entitlements exceed the Employee's Basic Periodic Rate of Pay;
- ii. for School Assistants entitled to School Holidays pursuant to clause 44, a payment for School Holidays;
- iii. any entitlement to a pro rata payment for long service leave on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992 (Vic)*); and
- iv. any amounts owing to the Employee for an unpaid bonus or allowance.

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

23 REDUNDANCY

23.1 Definition

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

23.2 Redundancy Disputes

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

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

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

23.3 Transfer to lower paid duties

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

Methodist Ladies' College Limited (Teachers and School Assistants) Agreement 2008

rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

23.4 Severance Pay

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

If the employee is 45 years of age or under:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and less than 7 years	16 weeks' pay
7 years and less than 8 years	18 weeks' pay
8 years and less than 9 years	20 weeks' pay
9 years and less than 10 years	22 weeks' pay
10 years and over	24 weeks' pay

If the employee is over 45 years of age:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and less than 7 years	20 weeks' pay
7 years and less than 8 years	22.5 weeks' pay
8 years and less than 9 years	25 weeks' pay
9 years and less than 10 years	27.5 weeks' pay
10 years and over	30 weeks' pay

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

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

23.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 23.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

23.6 Alternative employment

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

23.7 Time off during notice period

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

24 ANNUAL LEAVE LOADING

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

24.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

17.5% of working weeks (excluding paid school holidays and non term time)	X 4 X	Annual Rate of Pay <hr style="width: 100%;"/>
<hr style="width: 100%;"/>		52.18
Number of School's term weeks		

24.3 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

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

25 MEAL ALLOWANCE

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

25.2 An exception to clause 25.1 is when an employee can reasonably return home for meals.

26 BREAKAGE AND LOSS

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

27 PROTECTIVE CLOTHING

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

28 JURY SERVICE LEAVE

28.1 Entitlement

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

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

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

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

28.1.5 Subject to 28.1.2 to 28.1.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 28.1.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

29 EXAMINATION LEAVE

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

30 QUALIFICATION CONFERRAL LEAVE

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

31 PERFORMANCE MANAGEMENT PROCEDURE

31.1 Without limiting the rights of the College or the Employee under any Act, the College will implement a formal performance management procedure whenever the College is considering termination of employment for reasons

related to the employee's performance. However, the College will not be required to commence a performance management procedure where the employee's performance renders the procedure inappropriate, and it would be unreasonable to require the College to continue the employment.

31.2 A formal performance management procedure will commence with the College advising the employee in writing of:

- The time, date and place of the first formal meeting to discuss the employee's performance;
- The employee's right to be accompanied by a nominee of his/her choice at all meetings scheduled to discuss the employee's performance;
- The College's concerns with the employee's performance;
- The College's right to terminate the employment should the procedure not resolve the College's concerns.

31.3 Formal performance management meetings will:

- Include discussion of the College's concerns with the employee;
- Give the employee an opportunity to respond to the College's concerns;
- Include discussions of any counselling or assistance, where appropriate, available to the employee;
- Include documentation, where appropriate;
- Set periods of review, as appropriate.

31.4 If following the procedure, the College's decision is to terminate the employment of the Employee, then the College will give the required period of notice or payment in lieu of notice.

32 CONDUCT MANAGEMENT PROCEDURE

32.1 Without limiting the rights of the College or the Employee under any Act, the College will adopt the following procedure where the College is considering termination of employment for reasons related to the employee's conduct.

32.2 The College will advise the employee in writing of:

- The commencement of the conduct management procedure;
- The time, date and place of the meeting to discuss the employee's conduct;
- The employee's right to be accompanied by a nominee of his/her choice at all meetings scheduled to discuss the employee's conduct;
- The College's right to terminate the employee's employment should the College's concern not be resolved.

However, the College reserves the right to vary the procedure where it is possible that the employee is guilty of serious misconduct.

32.3 The formal conduct management meeting(s) will:

- Include discussion of the College's concern with the employee's conduct;
- Give the employee an opportunity to respond to the College's concerns unless the College could not reasonably have been expected to provide the employee with that opportunity;

- Include discussion of any counselling or assistance, where appropriate, available to the employee.

32.4 Concern with a employee's conduct may be resolved by:

- Issuing the employee with a warning, or a final warning in writing, according to the nature of the conduct;
- Terminating the employment of the employee in accordance with the notice provision;
- Summary dismissal, where the employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the College to continue the employment during the notice period;
- Other action, appropriate to the situation.

33 INTRODUCTION OF MAJOR CHANGE

33.1 Notification

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

- production
- program
- organisation
- structure, or
- technology

that are likely to have significant effects on teachers or school assistants, the College will notify the employees who may be affected by the proposed changes.

33.1.2 Significant effects include:

- Termination of employment;
- Major changes in the composition, operation or size of the College's workforce or in the skills required;
- Alteration of hours of work;
- Need for retraining or transfer of employment to other work or locations;
- Restructuring of jobs.

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

33.2 Discussion

33.2.1 The College will discuss with the employees affected:

- The introduction of the changes referred to in 33.1;
- The effects the changes are likely to have on employees;
- Measures to avert or mitigate the adverse effects of such changes on employees.

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

33.2.3 The College will commence discussions as early as practicable after the College has made a definite decision to make the changes referred to in 33.1.

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

34 CRIMINAL RECORDS CHECKS

34.1 The College reserves the right to periodically require employees to undergo a Criminal Record Check. In the event that an employee refuses to undergo a Criminal Record Check or that a Criminal Record Check provides a record of relevant criminal activity as determined by the College, the College reserves the right to either: suspend the employee with or without pay, or to terminate an employee's employment without notice.

34.2 All employees are required to immediately advise the Principal or Human Resources Manager should they be the subject of any police investigation, charge or conviction that could impact on whether they are a fit and proper person to be trusted to work in a school environment and in the position held by the employee. The College may take appropriate action, including: suspending an employee with or without pay or termination of employment if, in the opinion of the College any such investigation, charge or conviction is detrimental to the continued performance of duties by the employee.

34.3 Employees who fail to comply with 34.2 will be subject to the Conduct Management Procedure as outlined in clause 32, which may result in disciplinary action including: suspending an employee with or without pay, or termination of employment.

35 VICTORIAN INSTITUTE OF TEACHING (VIT) REGISTRATION OR PERMISSION TO TEACH

35.1 Employees who fail to maintain their VIT registration or permission to teach, may be subjected to disciplinary action including: suspending an employee with or without pay, or termination of employment.

35.2 Subclause 35.1 will not apply if the lapse of VIT registration or permission to teach was beyond the employee's control, as determined by the College.

36 RELATIONSHIP TO OTHER DOCUMENTS

Although the document titled "Teacher Employment at MLC" which is located on the College intranet, does not form part of and is not incorporated into this agreement, teachers are expected to be familiar with this document, as varied from time to time.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

37 CLASSIFICATIONS AND SALARY

- 37.1 Schedule 1A sets out the classification structure and progression arrangements.
- 37.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 37.3 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months and includes the salary and rates of pay in Schedule 1B.
- 37.4 The salary specified in Schedule 1B is in compensation for all hours worked under this Agreement.

38 HOURS OF WORK

- 38.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 38.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 38.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 38.4 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

39 NON ATTENDANCE TIME

- 39.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 39.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 39.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 39.4.
- 39.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a

School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

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

40 ANNUAL LEAVE

40.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.

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

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

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

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

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

41 NOTICE OF TERMINATION

41.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 9, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 9.

41.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service with the Employer, the Employer will give a complete term's notice in writing or full payment in lieu.

41.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 17 that the Teacher being replaced wishes to return from parental leave.

- 41.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 41.5 Subject to clause 9, a Teacher must provide the Employer with a minimum of a complete term's notice (ie from the first day of a school term to the last day of a school term) in writing.
- 41.6 The notice period in this clause and in clause 9 do not apply where the Teacher is guilty of serious misconduct.
- 41.7 In cases where it is demonstrated that the requirements of 41.5 would prevent a Teacher from pursuing or accepting an offer of employment, then seven (7) weeks' notice within a term may be negotiated with the Principal.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

42 CLASSIFICATIONS AND SALARIES

- 42.1 Schedule 2A sets out the classification structure for a School Assistant.
- 42.2 Schedule 2B sets out the salary or a School Assistant entitled to School Holidays.
- 42.3 Schedule 2C sets out the salary for a School Assistant entitled to four weeks' annual leave.
- 42.4 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

43 HOURS OF WORK

- 43.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.
- 43.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 43.3 The Employer may require a School Assistant to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2B.

44 ANNUAL LEAVE

- 44.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.
- 44.2 This clause does not reproduce Division 4 of Part 7 of the Act in full.
- 44.3 A School Assistant is entitled to four weeks' annual leave for every 12 months

of continuous service on a pro rata and cumulative basis.

44.4 A School Assistant must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.

44.5 Where a School Assistant has not accrued sufficient annual leave to be taken during the shut down period, the School Assistant will be entitled to leave which will be unpaid.

45 SCHOOL HOLIDAYS

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

45.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.

45.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

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

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

46 NOTICE OF TERMINATION

46.1 Where the Employer wishes to terminate the employment of a School Assistant serving a qualifying period pursuant to clause 9, or a School Assistant wishes to resign during a qualifying period, the period of notice is specified by clause 9.

46.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six months' continuous service with the Employer, the Employer will give a complete term's notice in writing or full payment in lieu.

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

Methodist Ladies' College Limited (Teachers and School Assistants) Agreement 2008

- 46.4 A School Assistant, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of a complete term's notice (ie from the first day of a school term to the last day of a school term) in writing.
- 46.5 The notice period in this clause and in clause 9 do not apply where the School Assistant is guilty of serious misconduct.
- 46.6 In cases where it is demonstrated that the requirements of 46.4 would prevent a School Assistant from pursuing or accepting an offer of employment, then four (4) weeks' notice within a term may be negotiated with the Principal.

Signatories Page

EMPLOYER REPRESENTATIVE

Signed: _____

Date: _____

Name in full (printed): _____

Position title: _____

Authority to sign explained: _____

Witnessed by: _____

Witness name in full: _____

Witness address: _____

EMPLOYEE REPRESENTATIVE

Signed: _____

Date: _____

Name in full (printed): _____

Address: _____

Witnessed by: _____

Witness name in full: _____

Witness address: _____

SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

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

- 1A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence, prior to 2 May 2009 at G1, and on or after 2 May 2009 at Level 1 and subject to 1A.1.2, 1A.1.4, 1A.1.5, 1A.1.6.1, 1A.1.6.2, 1A.1.7, 1A.1.8.1, 1A.1.8.2, 1A.1.9 and 1A.1.10 progress to the top of the scale in annual increments after the completion of the equivalent of a School Year.
- 1A.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.
- 1A.1.3 At the College's discretion, it may consider other relevant experience to be the equivalent of teaching experience.
- 1A.1.4 Teachers eligible to increase a classification level between 1 January 2009 to 30 April 2009, will have their increase delayed until 1 May 2009.
- 1A.1.5 Advancement from *graduate teacher* to *accomplished teacher* shall be subject to the teacher satisfying the requirements of an *accomplished teacher*. The College's decision to advance a *graduate teacher* to *accomplished teacher* will be subject to the teacher demonstrating that the requirements have been met, as determined by the College.
- 1A.1.6.1 Advancement from *level 4* to *level 5* shall be subject to the teacher satisfying the requirements of an *accomplished teacher*. The College's decision to advance a teacher from *level 4* to *level 5* will be subject to the teacher demonstrating that the requirements have been met, as determined by the College.
- 1A.1.6.2 A teacher classified as *level 2* or *level 3* can apply once for early assessment against the requirements of an *accomplished teacher*. If they demonstrate that the requirements for an *accomplished teacher* have been met, as determined by the College, then they will increase to *level 5* at their next increment date. If they do not demonstrate the requirements have been met, they will be eligible to re-apply once they have attained *level 4*.
- 1A.1.7 Advancement from *accomplished teacher* to *expert teacher* shall be subject to the teacher satisfying the requirements of an *expert teacher*. The College's decision to advance an *accomplished teacher* to an *expert teacher* will be subject to the teacher demonstrating that the requirements have been met, as determined by the College.
- 1A.1.8.1 Advancement from *level 9* to *level 10* shall be subject to the teacher satisfying the requirements of an *expert teacher*. The College's decision to advance a teacher from *level 9* to *level 10* will be subject to the teacher demonstrating that the requirements have been met, as determined by the College.
- 1A.1.8.2 A teacher classified as *level 7* or *level 8* can apply once for early assessment against the requirements of an *expert teacher*. If they demonstrate that the requirements for an *expert teacher* have been met, as

Methodist Ladies' College Limited (Teachers and School Assistants) Agreement 2008

determined by the College, then they will increase to *level 10* at their next increment date. If they do not demonstrate the requirements have been met, they will be eligible to re-apply once they have attained *level 9*.

1A.1.9 A teacher classified as G2 at the start of the 2009 school year and who has passed the assessment process to move from a *graduate teacher* to an *accomplished teacher*, will increase to A1 on 1 May 2009 and translate to *level 3* on 2 May 2009. As these teachers have already demonstrated the requirements for an *accomplished teacher* they will increase to *level 5* on their next increment date, which for most teachers will be on 1 February 2010.

1A.1.10 A teacher classified as A5 at the start of the 2009 school year and who has passed the assessment process to move from an *accomplished teacher* to an *expert teacher*, will increase to E1 on 1 May 2009 and translate to *level 8* on 2 May 2009. As these teachers have already demonstrated the requirements of an *expert teacher* they will increase to *level 10* on their next increment date, which for most teachers will be on 1 February 2010.

1A.1.11 The College may determine the salary of any teacher for whose circumstances no provision is made.

1A.2 Permission to Teach Teachers with the Victorian Institute of Teaching

1A.2.1 A Permission to Teach Teacher will be paid not less than Graduate teacher level 1 (G1) or Level 1.

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

1A.3 Classification structure and translation

The following table outlines the classification structure that teachers translated to on 11/5/08 and will translate to on 2/5/09.

Former Classifications	Classifications 11/5/08 – 1/5/09	Classifications from 2/5/09
Expert Teacher Level 3a (E3a)	Expert Teacher level 4 (E4)	Level 11
Expert Teacher Level 3 (E3)	E3	Level 10
Expert Teacher Level 2 (E2)	E2	Level 9
Expert Teacher Level 1 (E1)	E1	Level 8
Accomplished Teacher Level 5 (A5)	A5	Level 7
Accomplished Teacher Level 4 (A4)	A4	Level 6
Accomplished Teacher Level 3 (A3)	A3	Level 5
Accomplished Teacher Level 2 (A2)	A2	Level 4
Accomplished Teacher Level 1 (A1)	A1	Level 3
Graduate Teacher Level 4 (G4)	G2	Level 2
Graduate Teacher Level 3 (G3)	G1	Level 1
Graduate Teacher Level 2 (G2)	G1	Level 1
Graduate Teacher Level 1 (G1)	G1	Level 1

SCHEDULE 1B – SALARIES (TEACHERS)

1B.1 Annual Salary

1B.1.1 The annual salary for a Full Time Teacher will be not less than that prescribed by the following tables.

Classification	11/5/08	1/1/09	1/2/09
Expert Teacher Level 4 (E4)	77010	79097	80162
Expert Teacher Level 3 (E3)	69991	71889	72856
Expert Teacher Level 2 (E2)	67887	69727	70666
Expert Teacher Level 1 (E1)	65845	67630	68540
Accomplished Teacher Level 5 (A5)	63558	65280	66159
Accomplished Teacher Level 4 (A4)	61797	63472	64326
Accomplished Teacher Level 3 (A3)	60084	61712	62543
Accomplished Teacher Level 2 (A2)	58418	60002	60809
Accomplished Teacher Level 1 (A1)	56800	58339	59124
Graduate Teacher Level 2 (G2)	53696	55151	55894
Graduate Teacher Level 1 (G1)	52208	53622	54344

Classification	2/5/09
Level 11	80162
Level 10	72856
Level 9 *	70666
Level 8	68540
Level 7	66159
Level 6	64326
Level 5	62543
Level 4 *	60809
Level 3	59124
Level 2	55894
Level 1	54344

*Transition points outlined in clauses 1A.1.6.1 and 1A.1.8.1, for a teacher to move from *graduate* to *accomplished* or from *accomplished* to *expert*.

1B.1.2 MLC is committed to ensuring that salary levels paid to teachers as identified under this agreement will be competitive after taking into consideration developments in the wider educational market and the College's financial position. Teacher salaries in 2010 and 2011 are as notified via the confidential teacher remuneration schedule on the College intranet.

1B.2 Weekly Salary

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

1B.3 Annual Leave Loading

1B.3.1 The annual salary in 1B.1.1 effective from 11/5/08 and 1/1/09 does not include annual leave loading.

1B.3.2 The annual salary in 1B.1.1 effective from 1/2/09 and 2/5/09 includes annual leave loading.

1B.4 Casual Rate of Pay

Effective from 1 September 2008, the rate of pay for a Casual Teacher will not be less than:

- \$220 per day
- \$110 per half day
- \$55 per period

1B.5 Bonus payment

1B.5.1 On 1 February 2009, full time teachers classified as either: G1, G2, A1, A2, A3, A4, A5, E1, E2, E3 or E4 shall be paid a \$1000 bonus payment. Part time teachers shall be paid a pro rata payment based on their fraction as at 1 February 2009.

1B.5.2 Teachers absent on approved leave as at 1 February 2009, will be paid the relevant bonus amount.

SCHEDULE 2A – SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

Upon engagement, the Employer will inform a School Assistant of the classification band and the rate of pay applying to that classification.

Band 1

Positions are required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

The duties of positions at this level may include some or all of the following:

Library assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

Audio-visual assistant:

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

Laboratory assistant:

Routine tasks such as:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments
- preparation of teaching aids under direction
- preparation of standard solutions

Teacher-aide:

Provision of general assistance of a supportive nature for teaching staff as directed including:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. Student records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities.

Band 2

Positions are required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise

discretion. Positions require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the employer.

In addition to some or all Band 1 duties, the duties of positions at this level may include some or all of the following:

Library technician:

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting staff and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

Audio-visual technician:

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

Laboratory technician:

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

Band 3

It is an essential characteristic of a school assistant at this classification level that such school assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a school assistant classified as a Band 1 or 2.

In addition to the knowledge and skills required at a Band 2 level, these positions require additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the employer.

In addition to some duties specified for Band 1 and/or Band 2, the duties of positions at this level may include some or all of the following:

Senior library technician:

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

Senior A/V technician:

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, eg. multi media kits, video and film clips
- teaching skills to staff and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

Senior laboratory technician/laboratory manager:

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS)

2B.1 Annual Salary

2B.1.1 A Full time School Assistant in receipt of School Holidays will be paid not less than the relevant salary specified for the School Assistant's classification, from the first full pay period commencing on or after the certification date of the Agreement.

	Salary Range	
	Minimum	Maximum
Band 1	\$30,480	\$39,500
Band 2	\$34,325	\$47,000
Band 3	\$37,135	\$54,000

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

2B.1.3 A School Assistant classified as Band 3 and directly supervising at least two full time staff or at least three staff if any are part time, will be paid a salary not less than \$39,120 per annum.

2B.2 Weekly Salary

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

2B.3 Part Time Salary

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

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

2B.4 Casual Rate of Pay

2B.4.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2C for the appropriate classification}}{38} \times 1.25$$

2B.4.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2B.5 Junior Salary

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

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

2B.6 Reasonable Additional Hours

Where the Employer requires a School Assistant to work hours additional to the averaging arrangement, the Employer will pay the School Assistant for the hours worked at the ordinary time rate of pay.

SCHEDULE 2C – SALARIES (SCHOOL ASSISTANTS WITH ANNUAL LEAVE)

2C.1 Annual Salary

2C.1.1 A Full time School Assistant in receipt of 4 weeks annual leave will be paid not less than the relevant salary specified for the School Assistant's classification, from the first full pay period commencing on or after the certification date of the Agreement.

	Salary Range	
	Minimum	Maximum
Band 1	\$33,500	\$46,500
Band 2	\$37,500	\$55,500
Band 3	\$40,300	\$64,000

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

2C.1.3 A School Assistant classified as Band 3 and directly supervising at least two full time staff or at least three staff if any are part time, will be paid a salary not less than \$42,400 per annum.

2C.2 Annual leave

The College and individual school assistants may agree to an amount of annual leave greater than 4 weeks. Wherein mutual agreement is made to this effect salary will be adjusted accordingly.

2C.3 Weekly Salary

Refer to Schedule 2B.

2C.4 Part Time Salary

Refer to Schedule 2B.

2C.5 Casual Rate of Pay

Refer to Schedule 2B

2C.6 Junior Salary

Refer to Schedule 2B.

2C.7 Reasonable additional hours

Refer to Schedule 2B