



FAIR WORK
AUSTRALIA

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Title of Matter: Application by Monash College Pty Ltd

Section: s.185 - Application for approval of a greenfields agreement

Subject: Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff) Greenfields Agreement 2011

Matter Number(s): AG2011/7062

In relation to the above matter, please find attached for your information a copy of the print(s) which has been filed in Fair Work Australia.

PR507714

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18 MARCH 2011

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[2011] FWAA 1731



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Monash College Pty Ltd
(AG2011/7062)

MONASH COLLEGE PROPRIETARY LIMITED (MONASH UNIVERSITY FOUNDATION YEAR TEACHING STAFF) GREENFIELDS AGREEMENT 2011

Educational services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 18 MARCH 2011

Application for approval of the Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff) Greenfields Agreement 2011.

[1] An application has been made for approval of an enterprise agreement known as the *Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff) Greenfields Agreement 2011* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Monash College Pty Ltd and one employee organisation, namely the Victorian Independent Education Union. The agreement is a greenfields agreement.

[2] I have considered the matters contained in the employer declaration and the declaration made on behalf of the Victorian Independent Education Union which will be covered by the Agreement.

[3] I am satisfied that each of the requirements of ss.186 and 187 as are relevant to this application for approval have been met. In accordance with s.187(5)(a) of the Act, I am satisfied that the Victorian Education Union is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 March 2011. The nominal expiry date of the Agreement is 1 July 2012.

[2011] FWAA 1731



DEPUTY PRESIDENT

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MONASH COLLEGE PROPRIETARY LIMITED (MCPL)
(MONASH UNIVERSITY FOUNDATION YEAR TEACHING STAFF) GREENFIELDS AGREEMENT
2011

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PART 1 INTRODUCTION AND OBJECTIVES

1 Title

This agreement will be known as the Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff) Greenfields Agreement 2011 - ("the Agreement").

2 Principles

- a. The Monash College Proprietary Limited (MCPL), Monash University Foundation Year (MUFY) program aims to provide an outstanding academic program specifically designed to provide transition pathways to tertiary study for international students. In order to maintain, continually improve and deliver the high standards of the MUFY program, Teachers and Teacher Librarians will need to be engaged in the full life of the program including: being part of a culture of reflection on practice; evidence-based improvement and analysis and ongoing professional learning and development.
- b. MCPL is committed to employing highly qualified, experienced Teachers to work in delivering a quality curriculum and experience for transition students undertaking MUFY.
- c. MCPL seeks to be an Employer of choice by providing excellent conditions and ongoing opportunities to its Teachers including professional learning and career advancement and satisfaction in a transition educational environment.

PART 2 TECHNICAL AND GENERAL MATTERS

3 Definitions

Attendance Weeks	Means the up to 44 weeks of required attendance by Teachers that is designated by the Director, MUFY.
Continuous Service	Means all paid employment time with the Employer including any and all periods of paid leave. Periods of unpaid leave do not break the continuity of service but are not included as service
EMPLOYER	Means Monash College Pty Ltd (MCPL).
FW Act	Means Fair Work Act 2009 (Commonwealth).
Immediate Family	Means: a) A Teacher's spouse (including the Teacher's former spouse, de facto spouse and former de facto spouse). A Teacher's "de facto spouse" means a person who lives with the Teacher as husband, wife or same sex

	<p>partner on a bona fide domestic basis, although not legally married to the Teacher; and</p> <p>b) A child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Teacher, or of the Teacher's spouse (including of the Teacher's former spouse, de facto spouse and former de facto spouse)</p>
MUFY	Means Monash University Foundation Year Program a program of education accredited by the Australian Qualifications Framework and delivered by the Employer.
NES	Means the National Employment Standards as contained in sections 59 to 131 of the FWA Act.
Non Attendance Weeks	Means the total weeks of the year (52 weeks) minus the Attendance Weeks and includes days in lieu of public holidays and the NES entitlement related to Annual Leave.
Operative Date	Means the date from this Agreement operates as specified in the approval decision of Fair Work Australia.
Part Time Teacher	Means a Teacher who is employed to work up to the 0.9 full time equivalent of the hours of a full time Teacher.
Spread Of Hours	8am to 6pm Monday to Friday.
Teacher	Means a person employed to teach the MUFY program and whose key responsibilities and duties are described at Schedule 4 or a Teacher Librarian employed to undertake Teacher Librarian duties and whose key responsibilities and duties are described at Schedule 4. It is expected that Teachers will hold VIT registration.
Union	Means the Victorian Independent Education Union (VIEU)
VIT	Means the Victorian Institute of Teaching

4 Parties to this Agreement

The parties to this Agreement are the Employer, future Teachers of the Employer and the Union. This agreement does not apply to the Director MUFY and excludes persons currently employed as Heads of Department.

5 Period of Agreement

This Agreement comes into force on the Operative Date and will have a nominal expiry date of 1 July, 2012.

6 Relationship to Awards

This agreement operates to the exclusion of and wholly replaces any Award (existing or future) of Fair Work Australia and any industrial agreement, which otherwise, but for this clause would apply to Teachers whose employment falls within the scope of this agreement.

7 Prevention and resolution of disputes procedures

- 7.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the NES;
- this term sets out procedures to settle the dispute.
- 7.2 A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 7.5 Fair Work Australia may deal with the dispute in 2 stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- 7.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) A Teacher must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) A Teacher must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) (the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 7.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

8. Consultation

- 8.1 It is agreed between the parties that a MUFY Consultative Committee ("Consultative Committee") will be established and this Consultative Committee will determine its rules and procedures at its first meeting, save that sub-clauses 8.2, 8.3 and 8.4 shall apply.
- 8.2 The Consultative Committee will include three (3) representatives nominated by the Employer, and three (3) Teacher representatives with at least one of the Teacher representatives to be nominated by the Union.
- 8.3 The Consultative Committee will oversee the implementation of this Agreement, and may also discuss issues for inclusion in the next Agreement.
- 8.4 The Consultative Committee will meet at least once during each Semester, with either of the parties having the right to request additional meetings if required.

PART 3 – EMPLOYMENT CONDITIONS

9 Terms of employment

- 9.1 The Employer may employ a Teacher on a full time, part time, ongoing, fixed term or casual basis.
- 9.2 A Teacher, other than a Casual Relief Teacher will be provided with a letter of appointment upon engagement which will detail the commencement date (and termination date if employment is for a fixed term), the duties, employment status (i.e. ongoing, full-time, part time and/or fixed term), salary, hours of attendance, and the reason for fixed term appointment.
- 9.3 Subject to sub-clause 9.1 the Employer will seek to maximise opportunities for Teachers to be engaged on an ongoing basis, where it is reasonable to do so.
- 9.4 *Part Time Employment*
A Part Time Teacher is entitled to the benefits of this Agreement on a pro rata basis unless otherwise stated.
- 9.5 *Fixed Term Employment*
 - 9.5.1 Fixed term employment means that the Employer employs the Teacher for a fixed period of time (the contract period).
 - 9.5.2 A Teacher may be employed for a fixed period of time up to 12 months for the following reasons:
 - (a) Specific tasks or projects, where the period of engagement is reasonably ascertainable at the time of appointment;
 - (b) Specific activities, where there is no reasonable certainty that there will be work for the Teacher on a continuing basis;
 - (c) To meet peak student enrolments;

- (d) Replacement of a current Teacher who is:
 - i. on an approved period of leave (e.g. parental leave, long service leave);
 - ii. or undertaking a temporary assignment or secondment elsewhere with the Employer or with another organisation;
 - iii. Appointment to a vacant position whilst a new Teacher is recruited to that position; and
 - iv. Appointments to positions in new business activities, where the continuation or future of the activity is not certain (e.g. introduction of a new course, pilot of a new activity).

9.5.3 Where a Teacher is employed on a fixed term contract, the Employer will notify the Teacher with no less than 1 months notice as to whether or not it will be offering further employment at the expiry of the current contract.

9.6 *Casual Relief Teacher*

9.6.1 The Employer may engage a Casual Relief Teacher on a daily or half day basis to meet short term needs.

9.6.2 A Casual Relief Teacher shall receive not less than 24 hours notice of cancellation of a period of engagement by the Employer.

9.6.3 A Casual Relief Teacher may work the same hours as a full time Teacher or part thereof but for no greater than 13 consecutive weeks.

9.6.4 A Casual Relief Teacher shall be paid at the rate specified in Schedule 1 of this Agreement.

9.6.5 The Employer can require a Casual Relief Teacher to undertake the full teaching load and extra curricular duties of a Teacher who is absent from duty.

9.6.6 A Casual Relief Teacher is not entitled to any of the following benefits under this Agreement:

- (a) Annual Leave and Leave Loading;
- (b) Paid Sick leave
- (c) Paid Compassionate Leave
- (d) Paid Bereavement leave
- (e) Study Leave
- (f) Career Break Leave
- (g) Paid Carers Leave
- (h) Paid Leave for religious or cultural purposes
- (i) Paid Ceremonial Leave
- (j) Defence reserve forces leave
- (k) Firefighting and emergency assistance leave
- (l) Court appearance leave
- (m) Blood donor leave

- (n) Electoral purpose leave
- (o) Long Service Leave (albeit, a Casual Relief Teacher may have an entitlement under this clause in accordance with relevant Victorian Long Service Leave Legislation).

10 Probation

- 10.1 All Teachers appointed to an ongoing or fixed term of 12 months or greater duration will be subject to a period of probation.
- 10.2 The length of the probation period shall be a maximum of six (6) months.
- 10.3 The purpose of the period of probation is to provide a new Teacher with an opportunity to demonstrate the capacity to properly perform the requirements of the position.
- 10.4 Prior to the expiry of the period of probation, the Employer may confirm or annul the employment of the Teacher.
- 10.5 The Teacher shall be advised of, and given an opportunity to respond to, any adverse material which the company may take into account in any decision to terminate the employment on or prior to the expiry of the period of probation.

11 Termination of employment

11.1 *By the Employer:*

Where the Employer terminates the employment of the Teacher for reasons of redundancy, unsatisfactory performance or misconduct, except where:

- (a) employment is terminated as a consequence of conduct that justifies summary dismissal in the Employer's opinion; or
- (b) The Teacher is subject to a period of probation pursuant to clause 10.
- (c) The Teacher is employed on a fixed term basis; or
- (d) The Teacher is a Casual Relief Teacher; or
- (e) The provisions of clause 52 (Reduction in teaching load and redeployment) apply then the Employer will notify the Teacher in writing and will provide seven (7) weeks' notice in writing, wholly within a semester (which is inclusive of the notice required under the NES), or payment in lieu including for the equivalent period that written notice is not provided that the total notice and weeks payment instead equal seven.

11.2 *By the Teacher*

Seven (7) weeks' notice in writing, given wholly within a semester.

12 Ordinary hours of work and attendance

- 12.1 For the purpose of this clause a Teacher excludes a Casual Relief Teacher.
- 12.2 The ordinary hours of work for a Full Time Teacher will be 38 hours per week averaged over a period of 12 months.
- 12.3 The ordinary hours of work for a Teacher are variable. In return a Teacher will not be required to be in attendance during Non Attendance Weeks as designated pursuant to this clause.
- 12.4 A Teacher will be required to be in attendance for a maximum of 44 weeks of a year (Attendance Weeks) as designated pursuant to this clause.
- 12.5 Prior to the end of the final semester of any year the Director, MUFY shall provide written notice of the designated Attendance Weeks which Teachers will be required to be in attendance and the days and weeks of designated Non Attendance time for the following year.
- 12.6 The annual salary and any applicable allowances are paid in full satisfaction of a Teacher's entitlements for the year or a proportion of the year.

13 Spread of hours and teaching duties

- 13.1 Spread of hours - Classes and tutorials will be conducted between the hours of 8:00am and 6:00pm Monday to Friday.
- 13.2 *Face to Face Teaching*
 - (a) The face to face teaching hours for full-time Teacher (or pro-rata for a part time Teacher) will not exceed twenty five (25) hours in any given week and will average twenty (20) hours per week in any given semester.
 - (b) The face to face teaching hours for a part-time Teacher will be their time fraction multiplied by the face to face teaching hours of a full-time Teacher. For example, a part-teacher working three days per week ((0.6) fraction of a full time Teacher) will in any given semester, average $0.6 \times 20\text{hrs} = 12$ hours per week face to face teaching and will not exceed $0.6 \times 25\text{hrs} = 15$ hours of face to face teaching in any given week
 - (c) Face to face teaching will include the teaching of timetabled classes. It is further agreed between the parties that timetabled classes for a Teacher will be scheduled over a period not exceeding six (6) hours on any one day from the commencement of the first scheduled class or tutorial for that Teacher, except by mutual agreement between the Employer and the Teacher.
- 13.3 *Non Classroom duties:*

It is agreed between the parties that the non classroom duties may include:

 - (a) Participation in the pastoral care program
 - (b) Home room duties

- (c) Participation and assistance in the preparation and supervision of student activities
- (d) Parent/student/Teacher meetings
- (e) Staff meetings
- (f) Co-curricular programs
- (g) Excursions
- (h) Contribution and attendance at planning days
- (i) Contribution to the development, implementation and evaluation of the curriculum
- (j) Participation in professional learning and development activities
- (k) Participation in decision making processes at MUFY
- (l) Involvement on staff teams and policy committees and any other activities
- (m) Exam setting and marking
- (n) Mentoring less experienced Teachers where appropriate time is allocated for this purpose

13.4 *Workload Management*

- 13.4.1 The company will allocate work using a transparent, efficient and consultative process in a manner consistent with good business practice and the Teacher's classification level and mode of employment.
- 13.4.2 Where a grievance over workload which cannot be resolved between the Teacher involved and relevant Head of Department, assistance may be sought by either party from Human Resources. A representative of Human Resources shall attempt to resolve the matter directly with the relevant Head of Department and the Teacher and where requested by the Teacher, their representative.
- 13.4.3 Where a grievance cannot be resolved pursuant to clause 13.4.2 either party may seek to resolve the grievance pursuant to clause 7.

14 Flexible work practices

- 14.1 In considering requests for flexible work arrangements, the Employer will attempt to meet the genuine needs of a individual Teacher as well as the operational requirements including class timetabling.
- 14.2 The Employer and the Teacher may enter into individual flexibility agreements in accordance with Schedule 3 of the Agreement.

15 Job share & part-time employment

- 15.1 "Job share" is defined as a mode of employment where the duties, responsibilities and benefits of an employment classification contained in this Agreement is shared between 2 Teachers.
- 15.2 A request may be made by an existing Teacher to share the position the Teacher is currently holding. The request must be made to the Employer and must identify the proposed division of the position. If the request is accepted by the Employer:
- (a) The parties to the proposal must negotiate a mutually suitable division of the work, and;
 - (b) The residual position must be advertised.
- 15.3 A position subject to the job share arrangements as prescribed by sub-clause 15.2 is not regarded as a fixed term arrangement but rather continues for an indefinite period.
- 15.4 The salaries paid to job share participants shall be in accordance with the scale of salaries prescribed this Agreement based on the percentage division of the work.
- 15.5 Teachers subject to the job share arrangement prescribed by this clause shall be entitled to pro rata benefit of accrued benefits to full-time Teachers based on the percentage division of the work.
- 15.6 If a participating Teacher is unable to attend for duty because of illness, the other participant may be offered the day(s) work by the Employer. If the offer is accepted by the participant, the Teacher shall be paid at their normal ordinary hourly rate for the relevant period.
- 15.7 Should either participating Teacher leave the employment of MUFY the remaining Teacher may be offered the residue of employment. If this offer is not accepted by the remaining participant, the provisions of sub-clause 15.2(b) shall be followed.

16 Breaks

Teachers have an entitlement to at least a half hour unpaid meal break no later than 5 hours after commencing work.

17 Breakages and Loss

Provided that the Teacher has taken reasonable care, a Teacher will not be liable for any breakages or loss of property which occurs in the normal course of that Teacher's duties.

PART 4 – SALARIES AND ALLOWANCES

18 Salary on appointment

The Employer will appoint Teachers to a salary and level of Teacher as per Schedule 1 commensurate with their skills, qualifications and teaching experience.

19 Payment of salaries

19.1 *Fortnightly pay*

Teachers shall be paid their salary on the basis of a fortnightly pay period and such payment shall be made fortnightly.

19.2 *Method of Payment*

A Teacher shall be entitled to have his or her salary paid directly into any bank, building society or credit union account nominated by the Teacher.

19.3 *Payment to Third Parties*

Except in the case of a court order, payment of the salary of a Teacher to a third party shall only be made on the prior written authority of the Teacher.

19.4 *Deductions Require Written Authority*

19.4.1 The Employer shall make deductions from a Teacher's salary for superannuation contributions on the written authority of the Teacher.

19.4.2 Such other deductions requested by the Teacher, and agreed to by the Employer, shall also require the written authority of the Teacher.

19.5 *Overpayments*

19.5.1 The Employer will advise and consult with a Teacher when an overpayment has been identified. The Employer will inform the Teacher of the amount of the overpayment and will write to the affected Teacher about the options available for repayment.

19.5.2 The timeline for repayment shall be of reasonable length, having regard to the extent of the overpayment. The Teacher and the Employer will negotiate in good faith with the aim of reaching an agreed repayment arrangement, after which the Employer may deduct the overpayment from the Teacher's salary or termination payments in accordance with the agreed repayment arrangement.

19.5.3 If such an agreement cannot be reached then the procedures of the Clause 7 - Dispute Resolution Procedure of this Agreement will be applied to achieve an outcome that allows the Employer to recover the overpayment, after which the Employer may deduct any overpayment from the Teacher's salary or termination payments accordingly.

20 Allowances

20.1 *Positions of Responsibility Allowances*

(a) A responsibility allowance pursuant to Schedule 2 will be paid to a Teacher where the Director, MUFY requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers.

- (b) An allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- (c) Subject to subclause (d) the Director, MUFY shall have discretion to directly appoint a Teacher to a position of responsibility.
- (d) Positions of responsibility of 12 months or greater duration will generally be advertised to all Teachers with appointments being on the basis of merit based selection.
- (e) The Director, MUFY will provide written advice to a Teacher in receipt of a position of responsibility allowance of: the position, its duration, the duties required and the allowance to be paid.
- (f) Where the position of responsibility is to be shared, then payments may also be shared.

20.2 *Vehicle Allowance*

Where a Teacher uses their privately owned motor vehicle for Employer business, the Teacher shall be paid an allowance through the payroll system based on the motor vehicle Km rate specified by the ATO applicable to the Teacher's vehicle.

The allowance shall be calculated at the ATO rate each year as at 1 July and be effective from that date.

20.3 *Discretionary Increases*

A further salary component may be paid to a Teacher as an allowance in the absolute discretion of the Director, MUFY. In applying the discretionary component to a Teacher, the important criterion is the taking on of additional duties and/or engaging in activities which benefit the MUFY program and for which no time or monetary allowance has otherwise been made.

21 **Compulsory or prescribed superannuation**

The rate prescribed under Commonwealth Government legislation will apply. In consultation with its Teachers, the Employer shall make superannuation payments to a range of superannuation funds.

22 **MUFY Performance and development process**

- 22.1 All Teachers, except casual Teachers, will participate in the MUFY Performance and Development Process.

- 22.2 The MUFY Performance and Development Process will provide feedback on teaching practice and associated duties to the Teacher which will support ongoing learning and professional development with a focus on ways in which student learning can be enhanced;
- 22.3 The MUFY Performance and Development Process will be conducted over a 12 month period starting with the commencement of employment of the Teacher and concluding with an Annual Performance Review.
- 22.4 Teachers and their managers will develop individual performance and development plans (PDPs) which will set out the goals for a 12 month period with particular reference to:
- (a) teaching professional standards,
 - (b) special projects,
 - (c) professional development goals, and targets that will need to be achieved or demonstrated in the classroom throughout the year.

Teachers will receive interim feedback on their performance against their PDP at regular intervals throughout the 12 month period in addition to the Annual Performance Review.

23 Salary Progression

- 23.1 Subject to satisfactory performance throughout the year and to sub-clause 24.2, progression by a Teacher from their current level of salary to the next level will usually occur after each 12 months of completed service by a Teacher including a Part Time Teacher.
- 23.2 Where, a Teacher is assessed as not having met the requirements for progression from one salary level to the next, salary progression will not occur for that Teacher provided the Teacher has been:
- (a) notified three (3) months in advance in writing of:
 - i. the standards of performance that are expected;
 - ii. the areas of the Teacher's performance and/or conduct that are not meeting the required standards;
 - iii. the consequences of continued or repeated failure to meet these standards; and they are:
 - (b) given the opportunity to enable improvement in their performance to the required standards.

24 Salary packaging

- 24.1 The Employer will make salary packaging arrangements available to all full-time and part-time Teachers, provided the fixed term contract is for a period of more than one (1) year. This arrangement is not available to casual Teachers.
- 24.2 A Teacher will be able to enter into negotiation with respect to an individual remuneration package, which may result in the Teacher's cash salary being reduced in favour of a mix of benefits and cash salary.
- 24.3 A Teacher who negotiates an individual remuneration package will be required to enter into a written agreement with the Employer that sets out the terms and conditions

applying to the provision of salary and benefits package. Such terms and conditions will include the following:

- 24.3.1. The superannuable salary for both rate of contribution and benefit purposes is calculated by reference to the Teacher's salary, prior to the reduction for any agreed benefits; and
- 24.3.2 For periods of paid leave the Teacher retains the reduced salary and benefits; and
- 24.3.3 The salary for calculation of annual leave loading is the Teacher's salary, prior to the reduction for any agreed benefits.
- 24.4 The items which may be salary packaged are as determined by the Employer from time to time, but may include:
 - (a) A novated leased motor vehicle;
 - (b) Payment of Employer or University car parking fees;
 - (c) Payment of fees for University-provided childcare;
 - (d) The Teacher's superannuation contributions;
 - (e) Payment of gym membership fees of the University Sports and Recreation Association.
 - (f) Payment of subscriptions to professional associations, relevant to the Teacher's work.
- 24.5 If legislation or other changes result in increased cost of salary packaging to the Employer, the Employer may, elect, at its discretion, to either discontinue salary packaging or offer the Teacher a new salary package where the Teacher meets the additional cost. Where the Teacher does not accept the new offer, the Employer shall discontinue salary packaging for that Teacher.
- 24.6 Each Teacher, who enters into an agreement in accordance with the provisions of sub-clause 24.3 above, shall be entitled to renegotiate any salary and benefits package arising from such an agreement in accordance with sub-clause 24.8.
- 24.7 The Employer shall advise all interested Teachers to seek their own independent financial advice prior to entering into salary packaging arrangements.
- 24.8 Salary packaging arrangements can be renegotiated annually. Unless otherwise agreed to by the Employer, a Teacher who enters into a salary packaging arrangement shall be entitled to make no more than one (1) additional change to the agreed package in each twelve (12) month period.
- 24.9 A Teacher may withdraw from a salary packaging arrangement, subject to providing a minimum of one (1) months notice to the Employer. Where a Teacher withdraws from an agreed salary packaging arrangement, that Teacher shall not be entitled to request a new salary packaging arrangement for a period of at least twelve (12) months.

- 24.10 The Employer will provide an opportunity for all Teachers to attend information sessions about the salary packaging arrangements.
- 24.11 Where the Employer proposes to vary the items that may be offered generally to Teachers in salary packaging arrangements, it shall consult with the Consultative Committee, prior to such changes being implemented.
- 24.12 Full details of the operation of salary packaging arrangements will be outlined in the Salary packaging manual.
- 24.13 Salary packaging is offered on the basis that there is no additional cost to the Employer above that which existed prior to the introduction of Salary Packaging. Accordingly, nothing in this clause shall preclude the Employer from including an administration charge, along with other direct costs associated with salary packaging, as a cost to the Teacher.

25 Accident make-up pay

Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Accident Compensation Act 1985 (Vic), the Employer must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 52 weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by the Employer.

PART 5 – LEAVE ENTITLEMENTS

26 Infectious diseases leave

Subject to a Teacher who is suffering from one of the infectious diseases known as:

- (a) German measles,
- (b) Chickenpox,
- (c) Measles,
- (d) Mumps,
- (e) Scarlet fever,
- (f) Whooping cough,
- (g) Rheumatic fever,
- (h) Severe Acute Respiratory Syndrome (SARS)
- (i) Hepatitis

and in circumstances where a Teacher contracts one of the above diseases in the course of their duties, the teacher may be entitled to be granted special leave for any period of absence. Approval of special leave will be subject to the Teacher providing the Employer with a medical certificate which specifically names the infectious disease.

27 Absence on authorised unpaid leave

During any period where a Teacher is absent on account of authorised unpaid leave, there shall be no entitlement to payment for public holidays falling during such absence nor payment for other types of leave provided under this Agreement. No paid leave entitlement shall accrue during periods of any absence on account of unpaid leave.

28 Public holidays

- 28.1 The Employer shall observe the days prescribed in sub clause 28.3 below as public holidays.
- 28.2 Labour Day, Queen's Birthday, and Melbourne Cup Day shall for the purposes of this Agreement be normal working days without penalty payments for time worked which in lieu of and subject to clause 29, a Teacher will be paid during the Non Attendance Weeks.
- 28.3 The following public holidays are observed by the Employer: New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Christmas Day and Boxing Day, or such other days as may be proclaimed by the Governor-in-Council in lieu of or additional to any of these days. When New Years Day, Christmas Day and/or Boxing Day occur on a Saturday or Sunday, a substitute holiday shall be observed.
- 28.4 A Casual Relief Teacher is not entitled to payment for public holidays not worked or to paid leave specified in this Agreement.

29 Annual leave and Non Attendance Weeks

- 29.1 For the purposes of this clause a Teacher excludes a Casual Relief Teacher.
- 29.2 Annual leave is provided for in the NES, this clause supplements and provides enterprise specific detail.
- 29.3 Subject to this clause a Teacher shall be paid during the designated Non Attendance Weeks which arise during the 12 month period that begins with the Teachers employment commencement date ("Service Period") and for each and every Service Period thereafter.
- 29.4 A Teachers absence and payment during these Non Attendance Weeks is deemed to include their accrued Annual Leave provided for in the NES as well as days in lieu as listed at clause 28.2.
- 29.5 Upon their initial commencement of employment and on subsequent anniversaries thereafter, a Teacher shall apply to take their NES Annual Leave entitlement during the Non Attendance Weeks that occur in their upcoming Service Period.
- 29.6 Pro rata adjustments to payment for Non Attendance Weeks
 - (a) a Teacher who takes authorised unpaid leave for more than ten (10) working days during the designated Attendance Weeks of their Service Period, the entitlement to

payment during the Non Attendance Weeks for that Service Period shall be reduced pursuant to the formula in 29.6 (c); and/or

(b) Where a Teacher's employment is terminated or a Teacher resigns prior to the completion of their current Service Period, the Teacher is entitled to payment of Non Attendance Weeks on a pro rata basis, pursuant to the formula in 29.6(c) below.

(c)

$$\left\{ \frac{AW \times TNA}{TAW} \right\} - NAP$$

Where:

- AW = Number of Attendance Weeks worked by Teacher in Service Period
- TAW = Total number of Attendance Weeks during the Teacher's Service Period
- TNA = Total number of Non Attendance Weeks during the Teacher's Service Period
- NAP = Number of Non Attendance weeks already paid to the Teacher in the Service Period

29.7 Annual Leave Loading

A Teacher is entitled to a leave loading of 17.5% on four weeks Annual Leave. The loading will be paid into each salary payment throughout the year and is incorporated into the annual salaries as set out in Schedule 1.

30 Sick leave

- 30.1 Upon commencement of employment a Teacher shall be entitled to fifteen (15) working days of sick leave at the Teacher's ordinary rate of pay and accrued at the rate of fifteen (15) working days for each completed year of service from the date of appointment thereafter.
- 30.2 Untaken sick leave entitlements are cumulative from year to year.
- 30.3 A Teacher who ceased employment with the Employer and is re-employed by the Employer after a period not exceeding twelve (12) months shall be re-credited with any sick leave balance accumulated at the time of their last ceasing their employment with the Employer.
- 30.4 Where a public holiday falls during a period of paid sick leave and the Employer observes that holiday, no deduction shall be made from the sick leave credits of a Teacher for such day.
- 30.5 Sick leave credits shall not accrue in respect of any period of leave without salary.
- 30.6 A Teacher may convert sick leave on full pay to sick leave on half pay at any time with the agreement of the Employer

- 30.7 All absences relating to sick leave in excess of two consecutive days or in excess of five aggregate days in any year must be supported by the production of satisfactory evidence of illness such as a medical certificate or statutory declaration.
- 30.8 Where a period of illness exceeds the Teacher's sick leave credited entitlements, the Employer may approve sick leave in advance, provided the period of advanced leave will be accrued within the period of appointment.

31 Compassionate leave

- 31.1 A Casual Relief Teacher shall be entitled to all leave specified in Clause 31, subject to the same conditions for granting such leave, except that such leave shall be without pay.
- 31.2 Leave at the ordinary rate of pay for up to three (3) working days shall be granted to a Teacher when a member of the Teachers immediate family or household:
 - (a) Contracts or develops a personal illness that poses a serious threat to his or her life;
 - or
 - (b) Sustains a personal injury that poses a serious threat to his or her life.
- 31.3 A Teacher may take leave provided by this clause if the leave is taken to spend time with the member of the Teacher's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury referred to in 31.2;
- 31.4 For the purposes of sub-clause 31.2 above, a Teacher must give his or her Employer notice of the taking of leave under this clause as soon as practicable (which may be after a time the leave has already started) and must advise the Employer of the period or expected period of the leave.
- 31.5 Where the period of leave granted as per sub-clause 31.2 is inadequate due to special circumstances, such as the necessity of the Teacher undertaking extensive travel, the Director, MUFY may grant further leave either with or without pay.
- 31.6 *Evidence*
Where required by the Employer, a teacher must give the Employer evidence that would satisfy a reasonable person that the leave is being taken for a reason outlined in 31.2.

32 Bereavement leave

- 32.1 A Casual Relief Teacher shall be entitled to all leave specified in Clause 32, subject to the same conditions for granting such leave, except that such leave shall be without pay.
- 32.2 Leave at the ordinary rate of pay shall be granted to a Teacher as follows:
 - (a) Up to a maximum of five (5) days paid leave upon the death of a member of a Teacher's immediate family or household ;
 - (b) Up to a maximum of one (1) day paid leave upon the death of a close relative not a member of the Teacher's immediate family or household. Close relatives include

an aunt, uncle, cousin, niece, and nephew of the Teacher or of the spouse of the Teacher.

- (c) Up to four (4) hours paid leave upon the death of a distant relative, friend and work colleague.

32.3 For the purposes of sub-clause 32.2 above, a Teacher must give his or her Employer notice of the taking of leave under this clause as soon as practicable (which may be after a time the leave has already started) and must advise the Employer of the period or expected period of the leave.

32.4 Where the period of leave granted as per sub-clause 32.2 is inadequate due to special circumstances, such as the necessity of the Teacher undertaking extensive travel, the Director, MUFY may grant further leave either with or without pay.

32.5 *Evidence*

Where required by the Employer, a teacher must give the Employer evidence that would satisfy a reasonable person that the leave is being taken for a reason outlined in 32.2.

33 Parental Leave and related entitlements

Parental leave and related entitlements are provided for in the NES, this clause supplements and provides enterprise specific detail.

33.1 *Maternity leave*

33.1.1 Subject to the provisions of this clause, an Teacher who has served for a continuous period of not less than twelve (12) months and who submits to the Director, MUFY a certificate from a registered medical practitioner, stating that she is pregnant and specifying the day on which it is expected she will deliver, shall be entitled to:

- (a) Leave on full pay for a continuous period of fourteen (14) weeks and a further twelve (12) weeks on half pay to be taken within the period commencing six (6) weeks prior to the expected date of delivery and concluding no later than twenty-six (26) weeks after the actual date of delivery;

- (b) Additional leave without pay as will bring the aggregate leave to a continuous period of twelve (12) months. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of delivery to twelve (12) months after the commencement of the period of paid leave.

33.1.2 A Teacher who has served for a continuous period of less than twelve (12) months and who submits to the Director, MUFY a certificate from a registered medical practitioner, stating that she is pregnant and specifying the day on which it is expected she will deliver, shall be entitled to:

- (a) Leave on full pay for a continuous period at the rate of one point one six (1.16) weeks for each completed month of service and a further one week on half pay for each completed month of service, to be taken within the period commencing six (6) weeks prior to the expected date of delivery and concluding no later than twenty-six (26) weeks after the actual date of delivery.
 - (b) Additional leave without pay as will bring the aggregate total leave to a continuous period of twelve (12) months. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of delivery to twelve (12) months after the commencement of the period of paid leave.
- 33.1.3 Upon application by a Teacher, the Director, MUFY may approve the taking of double the period of paid maternity leave entitlement on half pay.
- 33.1.4 A Teacher on maternity leave:
- (a) May use accrued annual leave and long service leave credits to cover any periods of leave without pay;
 - (b) Who contracts an illness resulting from pregnancy or childbirth and such illness extends beyond the period of paid maternity leave shall, upon the submission of a medical certificate or statutory declaration satisfactory to the Employer, be entitled to be placed on sick leave for the period of illness subsequent to the date on which paid maternity leave expires.
- 33.1.5 The Teacher shall provide written notice to the Director, MUFY within a recommended ten (10) weeks but not less than four (4) weeks preceding the date upon which she proposes to commence maternity leave, stating the period of leave to be taken, save that the Director, MUFY may waive the requirement for notice.
- 35.1.6 *Extending unpaid maternity leave*
A Teacher taking 12 months maternity leave pursuant to subclause 33.1.1 can request to extend their unpaid maternity leave by a further 12 months, reduced by the amount of any leave taken by their partner at 33.3.4. The Teacher must request the extension in writing at least four weeks but preferably one Semester before the end of the initial period of maternity leave. The Employer must respond in writing within 21 days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.
- 33.1.7 A request to reduce the period of leave originally sought and specified in sub-clause 33.1 shall be subject to approval by the Director, MUFY.
- 33.1.8 A Teacher may use accrued sick leave credits for the purposes of attending pre-natal appointments, providing at least one (1) week's notice to her Supervisor of the appointment.
- 33.1.9 A Teacher shall confirm her intention to return to work by providing written notice to the Director, MUFY of not less than four (4) weeks prior to the expiration of the period of maternity leave.
- 33.1.10 A Teacher on a fixed term contract whose contract expires during a period of paid maternity leave shall not be eligible for further maternity leave after the date of expiry of

the contract unless she is re-employed on a permanent basis or on a further contract. The provision of maternity leave shall not be grounds for the termination of a contract or for a refusal by the Employer to offer re-employment.

- 33.1.11 A Teacher, whose pregnancy, having proceeded for a period of not less than twenty (20) weeks, terminates by miscarriage or results in a still-born child, shall be entitled to:
- (a) Paid leave as per sub-clause 33.1.1 and 33.1.2 above as the case may be, or where the Teacher has commenced such leave, that period of paid leave outstanding.
 - (b) Such leave without pay as will bring the aggregate leave to a continuous period not exceeding six (6) calendar months or to such longer period as may be certified by a medical practitioner up to a maximum of twelve (12) months
- 33.1.12 Subject to sub-clause 33.1.10 above, maternity leave applied for but not commenced shall be cancelled where the pregnancy of a Teacher terminates other than by the birth of a living child.
- 33.1.13 A Casual Relief Teacher who has been employed as such for a period of at least twelve (12) months, and has been regularly scheduled for casual employment during that period, shall be entitled to all leave specified in clause 33.1, subject to the same conditions for granting such leave, except that such leave shall be without pay.

33.2 *Adoption Leave*

- 33.2.1 Subject to the provisions of this clause, a Teacher who has served for a continuous period of not less than twelve (12) months and who submits satisfactory evidence of being an approved applicant for the adoption of a child, and who will be the primary care giver and of the date of placement of that child shall be entitled to:
- (a) Where the child is at the date of adoption under twelve (12) months of age, leave on full pay for a continuous period of fourteen (14) weeks and a further twelve (12) weeks on half pay commencing from the date of placement;
 - (b) Where the child is at the date of adoption twelve (12) months or more than twelve (12) months of age, leave on full pay for a continuous period of seven (7) weeks and a further six (6) weeks on half pay commencing from the date of placement;
 - (c) Such leave without pay as will bring the aggregate leave to a continuous period of twelve (12) months.
 - (d) A Teacher employed on a fixed-term contract whose contract expires during a period of paid adoption leave shall not be eligible for further adoption leave after the date of expiry of the contract and shall not be entitled to return to work after the period of paid adoption leave unless she/he is re-employed on a permanent basis or on a further contract. The provision of adoption leave shall not be grounds for the termination of a contract or for a refusal by the Employer to offer re-employment

- 33.2.2 A Teacher who has served for a continuous period of less than twelve (12) months and who submits satisfactory evidence of being an approved applicant for the adoption of a child, and who will be the primary care giver as of the date of placement of that child shall be entitled to:
- (a) Leave on full pay for a continuous period at the rate of one point one six (1.16) weeks for each completed month of service and a further one week on half pay for each completed month of service, to be taken within the period commencing from the date of placement;
 - (b) Additional leave without pay as will bring the aggregate total leave to a continuous period of twelve (12) months. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of placement of the child to twelve (12) months after the commencement of the period of paid leave.
- 33.2.3 Upon application by a Teacher, the Director, MUFY may approve the taking of double the period of paid adoption leave entitlement on half pay.
- 33.2.4 A Teacher on adoption leave may use any accrued annual leave and long service leave credits to cover any periods of leave without pay.
- 33.2.5 A casual Teacher who has been employed as such for a period of at least twelve (12) months, and has been regularly scheduled for casual employment during that period, shall be entitled to all leave specified in clause 33.2, subject to the same conditions for granting such leave, except that such leave shall be without pay.
- 33.2.6 *Extending unpaid Adoption leave*
- A Teacher taking 12 months adoption leave pursuant to subclause 32.2 can request to extend their unpaid adoption leave by a further 12 months, reduced by the amount of any leave taken by their partner at 33.3. The Teacher must request the extension in writing at least four weeks but preferably one Semester before the end of the initial period of maternity leave. The Employer must respond in writing within 21 days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response
- 33.3 *Partner Leave*
- 33.3.1 For the purpose of this clause, the term 'partner' shall include a de facto spouse or a same sex partner.
- 33.3.2 Subject to other provisions of this clause, a Teacher who submits a statutory declaration that she/he is the partner of a person who is pregnant or who has accepted responsibility for the on-going care of an adopted child for which the Teacher is not the primary care giver ("the Teacher") shall be entitled to leave on full pay for ten (10) consecutive working days or for a period, which in the aggregate does not exceed ten (10) working days to assist the birth mother immediately before or after the birth or the primary care giver at the time of placement of the adopted child. Such leave shall be taken within the period commencing in the week prior to the expected date of the birth of the child and concluding six (6) weeks after the birth of the child or, in the case of adoption of a child, within six (6) weeks from the date of placement.
- 33.3.3 The Teacher shall in addition be entitled to an unbroken period of up to fifty-one (51) weeks unpaid leave in order to be the primary care-giver of a child provided that such

leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the Teacher's partner in relation to the same child and shall not be taken concurrently with that maternity leave.

- 33.3.4 A Teacher taking leave in accordance with 33.3.3 can request to extend their partner leave by a further 12 months, reduced by the amount of any leave taken by their partner pursuant to subclause 33.1.6 or 33.2.6. The Teacher must request the extension in writing at least four weeks but preferably one Semester before the end of the initial period of partner leave. The Employer must respond in writing within 21 days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.
- 33.3.5 The Teacher must produce, in relation to any period to be taken under clause 33.3.3 and 33.3.4 above, a statutory declaration stating:
- (a) That he/she will take that period of partner leave to become the primary care-giver of a child;
 - (b) Particulars of any period of maternity leave sought or taken by their partner; and
 - (c) That for the period of partner leave he/she will not engage in any conduct inconsistent with his/her contract of employment.
- 33.3.6 The Teacher shall, not less than ten (10) weeks prior to each proposed period of leave, give the Employer notice in writing stating the dates on which he/she proposes to start and finish the period or periods of leave and produce the required statutory declaration.
- 33.3.7 The Teacher shall not be in breach of this clause as a consequence of failure to give the notice required in sub-clause 33.3.5 above, if such failure is due to:
- (a) The birth occurring earlier than the expected date;
 - (b) The death of the mother of the child; or other compelling circumstances;
- 33.3.8 The Teacher shall immediately notify the Employer of any change in the information provided pursuant to sub-clauses 33.3.4 and 33.3.5 above.
- 33.3.9 Provided the maximum period of partner leave does not exceed the period to which the Teacher is entitled, the period of partner leave taken under sub-clause 33.3.3 above may, with the consent of the Employer, be shortened by the Teacher giving not less than fourteen (14) days notice in writing stating the period by which the leave is to be shortened.
- 33.3.10 Partner leave, applied for but not commenced, shall be cancelled when the pregnancy of the Teacher's partner terminates other than by the birth of a living child.
- 33.3.11 Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the Teacher is entitled under sub-clause 33.3.3 above, a Teacher may, in lieu of or in conjunction with partner leave, take any annual leave or long service leave or any part thereof to which he/she is entitled.
- 33.3.12 Paid sick leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to a Teacher during their absence on partner leave.

33.3.13 A Teacher on partner leave shall have the right to return to the position and fraction of employment held prior to taking partner leave.

33.4 Return from Parental Leave

33.4.1 Subject to sub-clause 33.4.5, upon the expiration of the period of parental leave, the Teacher shall be entitled to resume work in the position held prior to taking parental leave, where the position still exists, or, where the previous position no longer exists, on the substantive classification and salary with duties commensurate with the Teacher's qualifications and experience and, as far as practicable, similar to those performed by the Teacher prior to the taking of parental leave.

33.4.2 A Teacher who is the primary care giver of a child, shall be entitled to return to work from parental leave on the full time or fractional time basis that applied to the Teacher immediately prior to the commencement of parental leave.

33.4.3 A Teacher may, no less than six (6) weeks prior to returning from parental leave, apply to his/her Supervisor to return on a reduced fraction of employment basis, including a reduced fraction in connection with a job share arrangement, for an agreed period of time, following which the Teacher shall be entitled to return to the substantive fraction of employment.

33.4.4 Where a Teacher makes application pursuant to sub-clause 33.4.3 above, the Director, MUFY shall (subject to operational requirements) approve the application.

33.4.5 In the event that the Director, MUFY declines to approve the Teacher's application, the Teacher shall be informed of the Director's decision and the reasons for it and invited to make a response to the Director, MUFY for a review of the decision.

33.5 Right to Share Twelve (12) Weeks Leave with Spouse

Where a Teacher and his or her spouse are employed by the Employer and share primary care responsibility for the child, either Teacher may use some or all of the twelve (12) weeks leave at half pay. The combined entitlement taken by both partners will be limited to a maximum of twelve (12) weeks.

34 Long Service Leave

34.1 A Teacher (other than a Casual Relief Teacher) shall be entitled to long service leave of 9.1 weeks after 7 years of continuous service, including recognised prior service, and 1.3 weeks for each additional year of continuous service thereafter (a Casual Relief Teacher may have an entitlement under this clause in accordance with relevant Victorian Long Service Leave Legislation).

34.2 Accrued long service leave entitlements may be taken in any quantity provided that the minimum block of long service leave entitlement which can be taken at any one time will be two (2) weeks, regardless of the level of leave accrued. This may include the taking of long service leave on the following basis:

(a) For the period of long service leave on full pay; or

(b) For double the period of long service leave entitlement on half pay.

- 34.3 A Teacher is entitled to choose the time for taking long service leave, provided that at least six (6) months' written notice is given, or the Director, MUFY is satisfied that, within a shorter notice period, alternative arrangements can be made to cover the workload of the Teacher.
- 34.4 Where a Teacher with accrued sick leave credits becomes ill while on long service leave, the Teacher shall, provided that a certificate from a registered medical practitioner is submitted for the period of the illness, be entitled to be placed on sick leave and no deduction shall be made from long service credits for the days in question.
- 34.5 Where an observed public holiday as prescribed in clause 28 occurs during the period that a Teacher is absent on long service leave no deduction shall be made for that day from the Teacher's long service leave credits.
- 34.6 *Recognised prior service*
Subject to 34.7, service with the following Employers shall be recognised as prior service for the purposes of qualifying for Long Service Leave but shall not be taken into account in calculating the Teacher's entitlement to paid Long Service Leave:
- (a) Australian higher education institutions within the unified national education system;
 - (b) Australian inter-university bodies (e.g. AVCC);
 - (c) Any Australian University or TAFE institute;
 - (d) Monash University, Monash College Pty Ltd;
 - (e) MONTECH or other Monash University Companies.
 - (f) Companies as agreed to at the time of appointment, by the Director, MUFY.
- Prior service with Monash University and/or Monash College Pty Ltd shall be recognised as service for the purposes of both qualifying for Long Service Leave and for calculating the Teacher's entitlement to paid Long Service Leave.
- 34.7 Service will be recognised pursuant to clause 34.6 where any break in service with other Employers does not exceed twelve (12) months, and a Teacher makes claim to the Director, MUFY for recognition of service within six (6) months of the date of appointment. Service with previous Employers recognised for long service leave purposes shall not exceed, ten (10) years.
- 34.8 Any period taken as long service leave, or for which payment is due, shall be deducted from the entitlement recognised. Where a Teacher has an entitlement to long service leave prior to joining the Employer, such entitlement shall not be transferable to the Employer, although the period of service will be recognised to meet the requirement pursuant to subclause 34.1.
- 34.9 A Teacher who is granted recognition of prior service will not be eligible to take long service leave within three (3) years of commencing with the Employer, except with the approval of the Director, MUFY.

- 34.10 A Teacher, or where applicable his/her personal legal representative, shall be entitled to payment in lieu of long service leave accrued, but not taken, as at the date of termination of service where:
- (a) The Teacher's employment at the Employer terminates after seven (7) years or more continuous service; or
 - (b) After at least four (4) years continuous service with the Employer, the Teacher retires on the basis of age or ill-health or the Teacher dies.

34.11 *Accumulated Long Service Leave Management*

- 34.11.1 In order to manage the accumulation and taking of long service leave, the maximum accumulation of long service leave shall be four and one half (4.5) months.
- 34.11.2 Where a Teacher has accumulated four and one half (4.5) months or more long service leave, the Employer may request the Teacher to present a plan for reducing his/her long service leave balance to three (3) months or less.
- 34.11.3 Where a Teacher is on an extended period of paid leave (such as sick leave or parental leave) at the time the Teachers long service leave balance approaches or exceeds four and one half (4.5) months, the Teacher shall be given a reasonable time after returning from such leave to submit the required plan.
- 34.11.4 In the absence of agreement of such a plan being approved by the Employer, the Employer may give the Teacher written notice to take up to three (3) months long service leave at a time suitable to the Employer, subject to giving at least three (3) months notice of the date at which such leave is to commence.
- 34.11.5 In the event that the Teacher is unable to return to work from an extended period of approved leave, as outlined in sub-clause 34.11.3 above, before ceasing employment with the Employer, the Teacher's long service leave accrued but not taken will be paid out in full on cessation.

35 Study leave

- 35.1 Assistance may, with the written approval of the Director, MUFY, be given to attend courses of study at:
- (a) Monash University;
 - (b) Another University; or
 - (c) Other educational institutions approved by the Employer.
- 35.2 All full-time and part-time Teachers holding appointments of 0.5 or more will be eligible to apply.
- 35.3 Eligible Teachers may, with written approval of the Director, MUFY, be granted time off duty up to four (4) hours per week without loss of pay to attend approved courses of study including examinations.
- 35.4 Additional study leave may be granted to an eligible Teacher, on either a paid or unpaid basis, subject to prior approval of the Director, MUFY.

36 Career break leave

- 36.1 A Teacher may apply for career break leave of up to 3 months leave without pay after having worked for three years with the Employer. Career break leave must be applied for six (6) months in advance and approval is subject to a consideration of the operational requirements.
- 36.2 Career Break leave may be used in conjunction with other leave, such as long service leave.

37 Carers leave

37.1 Eligibility for Leave

A Teacher, with responsibilities for the care of a member of their immediate family or household, or shall be entitled to use these provisions of this clause for absences relating to the illness of the member of the immediate family or household.

37.2 Periods of Paid or Unpaid Leave

37.2.1 A Teacher is entitled to access sick leave credits to support a member of the Teacher's immediate family or household who is ill.

37.2.2 In addition to the leave provided by this clause, a Teacher, by arrangement with the Employer, may additionally access:

- a) Up to a maximum of five (5) days annual leave in single days or
- b) Make up the time, whereby a Teacher may, choose to perform additional work approved by the Employer at ordinary time to make up for time lost; or
- c) Unpaid leave

to meet their responsibilities for the care of a member of their immediate family or household. A casual Teacher shall be entitled to a maximum of five working days of carers' leave in any.

37.3 Notification

37.3.1 All absences relating to carers leave in excess of two consecutive days or in excess of five aggregate days in any year must be supported by the production of satisfactory evidence of illness of the immediate family member, such as a medical certificate or statutory declaration.

37.3.2 A Casual Relief Teacher shall be entitled to a maximum of five working days of Carers' leave in any one calendar year subject to the same conditions for granting such leave as detailed in sub clause 37.3.1 above, except that such leave shall be without pay.

38 Leave for religious or cultural purposes

38.1 A Teacher shall be entitled to paid leave of up to 1 days leave and unpaid leave of up to three (3) working days in any calendar year for the purpose of observance of religious occasions provided that satisfactory evidence is submitted to the Teacher's Supervisor in support of a claim for such leave.

39 Ceremonial leave

- 39.1 Teachers who identify as, and are accepted as members of, the Aboriginal or Torres Strait Islander community shall be entitled to up to a maximum of five (5) days of paid leave per calendar year plus an additional period of up to a maximum of ten (10) days leave without pay per calendar year for the purpose of preparing for, or attending to, community organisation business, National Aboriginal and Islander Observation Committee week functions or other relevant cultural duties and events and/or fulfilling ceremonial obligations.
- 39.2 Such cultural duties and ceremonial obligations may be traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies.
- 39.3 Under normal circumstances the Teacher must provide at least two (2) weeks' notice in writing (usually by furnishing an application for leave form) of the Teacher's intention to take leave pursuant to this clause.
- 39.4 A Teacher may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

40 Jury service

- 40.1 A Teacher who is required to attend a court for the purpose of jury service shall be entitled to leave on full pay for the duration of such attendance.
- 40.2 Where a Teacher who is on long service leave or annual leave is required to attend a court for the purpose of jury service, the Teacher shall be placed on leave as per sub-clause 40.1 above and no deduction shall be made from the Teacher's long service or annual leave credits for the day or days of attendance for jury service.
- 40.3 Any fees paid to a Teacher by reason of jury service shall not be deducted from the Teacher's salary.

41 Defence reserve forces leave

- 41.1 A Teacher who is a member of the Defence Reserve Forces shall be entitled to:
 - a) Leave on full pay for the purpose of attending an annual training camp of fourteen (14) days duration or, where the commanding officer of the relevant service unit certifies that such training exceeds fourteen (14) days, of up to eighteen (18) days duration;
 - b) Leave with pay for a period not exceeding fourteen (14) days for the purpose of attending in any one (1) calendar year not more than two (2) schools, classes or courses of instruction conducted by or on behalf of the Defence Reserve Forces, provided that the amount paid shall be the amount the Teacher would have received had the Teacher remained on duty less any pay received by the Teacher, including allowances, by reason of attendance at any such school, class or course.

42 Firefighting and emergency assistance leave

- 42.1 A Teacher who is a member of any voluntary organisation called upon by the government or a competent authority under the State Disaster Plan to assist in fire fighting or other

forms of emergency assistance (including auxiliary operations) shall be entitled to leave on full pay for the duration of the participation by the Teacher in operations, provided that the services of the Teacher are actually required by the voluntary organisation or other recognised authority concerned.

42.2 A Teacher who responds to an appeal for volunteers to meet a declared bushfire or other emergency shall be entitled to leave on full pay for the duration of operations.

42.3 A Teacher granted leave in accordance with sub-clause 42.1 and 42.2 shall be entitled to a further one (1) day's leave on the completion of the service for the purpose of recovering from such participation.

43 Court appearance leave

43.1 Subject to clause 43.2, a Teacher who is subpoenaed to appear in court as a crown witness or who is subpoenaed to give evidence on matters directly related to his/her employment (which is deemed to include a Teacher who is summoned as a witness in proceedings of a Commission or Tribunal) shall be entitled to leave without loss of ordinary time pay for the period of such appearance, including reasonable travel time.

43.2 A Teacher who is required to appear in court in a capacity other than as specified in sub-clause 43.1 shall be entitled to leave without pay for the period of such appearance.

43.3 A Teacher engaged on a casual basis shall be entitled to paid leave when subpoenaed to give evidence on matters directly related to his/her employment with the Employer (which is deemed to include a Teacher who is summoned as a witness in proceedings of a Commission or Tribunal), except that such leave shall only apply to time which the Teacher is rostered to work.

44 Blood donor leave

44.1 A Teacher shall, by prior mutual agreement with his/her Supervisor, be granted leave on full pay to:

- a) Attend the Blood Bank at the Teacher's base campus; or
- b) Attend special calls by the Blood Bank, provided that a letter calling on the Teacher to attend the Blood Bank and a certificate of attendance from the Blood Bank is provided.

44.2 The maximum period of paid leave for attendance, in relation to sub-clause 44.1(a) above is one (1) hour for each attendance, unless otherwise agreed between the parties.

45 Electoral purposes leave

45.1 Where a Teacher is a candidate for election to Federal or State Parliament, the Teacher may, subject to operational requirements, be granted leave without pay for all or part of the period between the date of close of nominations and the date of the poll.

45.2 In lieu of leave without pay a Teacher may use accrued annual leave or long service leave entitlements for electoral leave purposes.

46 Trade union training leave

Paid leave for trade union training will be available for a designated Union representative subject to it being:

- a) taken at a time mutually agreed with the Director, MUFY; and
- b) Limited to a maximum of 2 full days per year

47 Special leave

The Employer may on the application of a Teacher, grant special leave with or without pay, at the discretion of the Director, MUFY.

PART 6 – WORKPLACE CHANGES AND RESTRUCTURE

48 Introduction of change

48.1 After the Employer has made a definite decision to implement significant change it will consult with affected Teachers and the Union as soon as practicable.

- 48.2 Significant change includes, but is not limited to:
- (a) changes in the composition, operation or size of the workforce, or the skills required including the circumstances detailed in clause 49 of the Agreement.
 - (b) outsourcing of work currently performed in house;
 - (c) alteration of operating hours of any work unit;
 - (d) the need for retraining, or transfer of Teachers to other work locations; and
 - (e) the restructuring of work units (including redeployment and redundancy).

Provided that where this Agreement makes provision elsewhere for changes referred to in this clause, those provisions shall apply to the exclusion of this clause.

48.3 To facilitate Consultation the Employer shall provide the affected Teachers and the Union with a written notice of change advice about the changes. The written notice of change advice will include information about the nature of and rationale for the change, the expected effects of the changes on Teachers and any proposed measures to assist with transition, provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be contrary to the Employer's interests

48.4 The Employer will allow reasonable time for Consultation and will give consideration to matters raised by the Teachers or the Union with the view of taking appropriate steps to mitigate against any adverse impact associated with the change.

48.5 The parties will make every effort to ensure that issues raised in Consultation pursuant to this clause are dealt with as expeditiously as possible.

49 Reduction in teaching load and redeployment

- 49.1 Where, due to fluctuating enrolments or any other reasonable cause determined by the Employer from time to time in the normal course of operating its business, teaching loads need to be reduced the following will apply:
- 49.2 *Redeployment*
In the first instance, the Director, MUFY will attempt to avoid the reduction of Teachers' loads by the redeployment of Teacher/s to other subjects in which they are trained or/and competent to teach.
- 49.3 In the event that Teachers are redirected to other subjects in which they may reasonably claim limited training or competence the Employer will put in place support to assist them. This may include mentoring, further training or study or other such support, including a time allowance, as may reasonably be agreed to by the Director as suitable.
- 49.4 A Teacher cannot refuse to perform such duties, reasonably requested by the Director, that are within the limits of the Teacher's skill, competence and/or training.
- 49.5 If reductions in teaching loads are necessary, after redeployment options have been exhausted, these will be achieved with as much notice as possible being provided by the Employer (having regard to either known or reasonably predicted circumstances).
- 49.6 If it has not already done so, the Employer must discuss with Teachers likely to be affected and the Union in good time, relevant information including:
- a) The reasons for the proposed reductions;
 - b) The steps taken to avoid or minimise the reductions and measures to mitigate
 - c) any adverse effects on the Teachers concerned;
 - d) The number and category of workers to be affected; and
 - e) The period over which the reductions are intended to be carried out.
- 49.7 In conjunction with or as an alternative to reducing teaching load/s, a Teacher and the Employer may agree to the Teacher taking a specified period of leave without pay.

50 Redundancy and severance pay

- 50.1 Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Teacher has been doing done by anyone and that decision will lead to the termination of employment.
- 50.2 If it has not already done so, the Employer must discuss with Teachers likely to be affected and the Union (if requested by an affected Teacher) in good time, relevant information including:
- (a) The reasons for the proposed reductions;
 - (b) The steps taken to avoid or minimise the reductions and measures to mitigate any adverse effects on the Teachers concerned;

- (c) The number and category of workers to be affected; and
- (d) The period over which the reductions are intended to be carried out.

- 50.3 For the purposes of this clause, the Director, MUFY acts on behalf of the Employer.
- 50.4 The Director will identify positions that are redundant and individual Teachers who are to be retrenched. The criteria the Director has used to make this decision will be made known to the affected Teacher(s) and to whom the Teacher(s) may request.
- 50.5 The Director will give maximum reasonable notice, not less than stated in Clause 11, to a Teacher retrenched. Staff retrenched under this clause will be paid severance pay according to the following Scale:

Period of continuous service (as defined)	Severance pay
less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	7 weeks pay
3 years but less than 4 years	10weeks pay
4 years but less than 5 years	12 weeks pay
5 years but less than 7 years	14 weeks pay
7 years but less than 10 years	16 weeks pay
10 years but less than 15 years	18weeks pay
15 years or more	20 weeks pay

- 50.6 A Teacher over the age of 45 years at the commencement of the year in which the redundancy applies will receive an additional 25% of the amount of their severance pay entitlement in clause 50.5
- 50.7 The severance pay of part time staff will be calculated pro rata on the basis of their hours at the time of redundancy but will be adjusted to reasonably reflect their time fraction over their period of teaching at MUFY. Further, any staff member who is teaching a reduced load will be paid at their time fraction before the reduction.
- 50.8 The severance payments set out in 50.5 will not be discounted against or reduced by any entitlement the Teacher has to a superannuation or long service leave entitlement.
- 50.9 The severance pay entitlement of a Teacher, subject to normal PAYG provisions applying at the time, will be paid as a lump sum on the last day of employment, along with any other accrued entitlements of the Teacher.
- 50.10 The Employer will provide the Teacher with a written statement or pay advice slip detailing how the monetary entitlement on termination is calculated.

- 50.11 This clause shall not apply:
- (a) Where employment is terminated as a consequence of conduct that justifies summary dismissal;
 - (b) To Teachers engaged as Casual Relief Teachers;
 - (c) To Teachers engaged for a fixed term.

PART 7 – ETHICAL AND PROFESSIONAL CONDUCT

51 Unsatisfactory performance

- 51.1 This clause does not apply to probationary Teachers or to Casual Relief Teachers.
- 51.2 If the Employer is not satisfied with the performance of a Teacher, due process may commence.
- 51.3 Due process will commence with the Employer advising the Teacher in writing of:
- (a) The Employer's concerns with the Teacher's performance;
 - (b) The time, date and place of the first due process meeting;
 - (c) The Teacher's rights to be accompanied by a representative of the Teacher's choice at all due process meetings;
 - (d) The Employer's right to terminate the employment should due process not resolve the Employer's concerns within a period agreed to by both parties at the first due process meeting.
- 51.4 Due process meetings will:
- (a) Include discussion of the Employer's concerns with the Teacher's performance;
 - (b) Give the Teacher an opportunity to respond to the Employer's concerns;
 - (c) Give the Teacher a clear indication of the Employer's expectations;
 - (d) Include discussion of any counselling or assistance, where appropriate, available to the Teacher;
 - (e) Include documentation, where appropriate;
 - (f) Set periods of review, as appropriate.
- 51.5 At the conclusion of due process the Employer will provide the Teacher with written notice of the outcome of due process and if the Employer's decision is to terminate the employment of a Teacher, the Employer must give notice in accordance with clause 11 of this Agreement.

52 Misconduct

- 52.1 This clause does not apply to probationary Teachers or Teachers engaged on a casual basis.
- 52.2 Notwithstanding the provisions of this clause, the employment of any Teacher may be terminated without notice (summary dismissal) by the Employer for serious and wilful misconduct. In such circumstances, a statement of reasons for dismissal will be provided to the Teacher within 24 hours.
- 52.3 Where termination of employment may take place for reasons related to unsatisfactory conduct, the Employer will investigate the alleged misconduct, provide the Teacher with an opportunity to respond to the allegations and take disciplinary action deemed appropriate.
- 52.4 Where an allegation of misconduct is to be investigated, a Teacher shall be advised of their right to be accompanied by a representative of their choice at all meetings. Disciplinary action may include any of the following:
 - a) A written warning or reprimand
 - b) Formal censure or counselling
 - c) Re-assignment of duties including a positions of responsibility
 - d) Reduction in salary including allowances such as positions of responsibility
 - e) Reduction in classification
 - f) Suspension
 - g) Termination of employment

53 Criminal charges pending

Teachers are required to inform the Director, MUFY or delegate immediately if a criminal charge, conviction or investigation has been brought against them that may affect duties and responsibilities as a Teacher e.g. sex offence, or an offence against minors. Minor offences e.g. parking fines etc are excluded.

PART 8 – HEALTH AND SAFETY

54 Medical Examination

- 54.1 The Employer has a responsibility to all its Teachers for their health and safety in the workplace.
- 54.2 Should the Employer have cause to believe that a Teacher's fitness to safely and competently perform their duties is adversely affected by a medical condition, it may require the Teacher to undergo a medical examination in accordance with the provisions of this clause.

- 54.3 The Director, MUFY may, with reasonable notice, require any Teacher whose capacity to perform their duties is in doubt to undergo a medical examination, by a medical practitioner chosen by mutual agreement.
- 54.4 A copy of the medical practitioners report shall go to the Director, MUFY, with a copy of the report to go to the Teacher and/or a medical practitioner nominated by the Teacher.
- 54.5 The Employer will pay for the cost of the medical examination, but not for any related or subsequent examinations or treatment.

55 Occupational Welfare

- 55.1 Where, in the opinion of the Employer, and on the advice of a health professional, or in the opinion of the Teacher:
 - a. stress, including personal or relationship problems;
 - b. health concerns; and/or
 - c. alcohol and/or drug dependency and/or compulsive gambling
 - d. is adversely affecting the Teacher's work performance or may adversely affect the health, safety or welfare of the Teacher or other persons in the Employer community (including students), the Teacher may make application to, or the Director, MUFY or their delegate may direct that the Teacher, take leave with or without pay to undertake an approved rehabilitation or counselling program.
- 55.2 A Teacher directed by the Employer to make application to take leave with pay or without pay to undertake an approved rehabilitation or counselling program may seek a review by the Chief Executive Officer. Any such review is to be undertaken within two (2) working days of the Teacher's request for review, after which the requirement will either be confirmed or withdrawn by the Chief Executive Officer.
- 55.3 In determining whether leave is to be taken, the Employer may take into account the amount of accrued leave available to the Teacher.
- 55.4 Where leave has been granted, failure to undertake the approved rehabilitation or counselling program may result in the Employer seeking recourse to relevant provisions of this Agreement as an alternative remedy to the situation.
- 55.5 Where leave has been granted, and whilst the Teacher is undertaking the approved rehabilitation or counselling program, the Employer will not seek recourse to the Misconduct or Unsatisfactory Performance provisions of this Agreement.

PART 9 – OTHER MATTERS

56 Anti discrimination

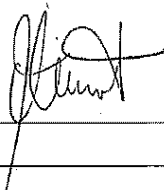
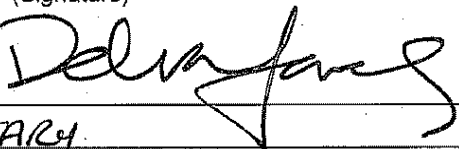
- 56.1 The parties agree that:
 - a. it is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family

responsibilities, pregnancy, religion, political opinion, national extraction or social origin;

- b. any dispute concerning these provisions and their operation will be dealt with in accordance with clause 7 of the Agreement; and
 - c. nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation.
- 56.2 The Employer is committed to ensure that workplace diversity principles are fully integrated into all of its activities, management practices, policies and procedures.
- 56.3 Nothing in this Agreement prevents a Teacher from exercising their rights under relevant anti-discrimination legislation should they choose.

57 Repatriation (War Service) Sick Leave

- 57.1 Leave shall be granted to Teachers to attend Repatriation Clinics and/or be admitted to Repatriation Hospitals. The maximum leave for these purposes will be fifteen days per annum which if not taken, shall accumulate to a maximum of 150 days.
- 57.2 The conditions of granting this leave are that absences must be supported by medical evidence and the illness or injury certified as being due to war service.
- 57.3 Leave under the subclause shall be in addition to the sick leave entitlement in Clause 30

SIGNATORIES	
For and on behalf of MONASH COLLEGE PROPRIETY LIMITED	(Signature) 
Position: CEO	
Full Name: Joanne Mithen	
Address: B 73 Monash University Clayton	
Date signed: 24/2/11	
For and on behalf of VICTORIAN INDEPENDENT EDUCATION UNION	(Signature) 
Position: GENERAL SECRETARY	
Full Name: DEBORA JAMES	
Address: PO BOX 1320 SOUTH MELBOURNE 3205	
Date signed: 24/2/11	

SCHEDULE 1 – TEACHER AND TEACHER LIBRARIAN SALARIES

Inclusive of Leave Loading

Teacher/Teacher Librarian Level	Upon commencement1 April 2011	at 1 April 2012
Level 1	\$58,508	\$59,971
Level 2	\$60,504	\$62,016
Level 3	\$63,385	\$64,970
Level 4	\$66,264	\$67,921
Level 5	\$69,144	\$70,873
Level 6	\$72,024	\$73,824
Level 7	\$74,356	\$76,215
Level 8	\$76,694	\$78,611
Level 9	\$77,957	\$79,906
Level 10	\$80,103	\$82,106
Level 11	\$84,766	\$86,885

CASUAL TEACHERS/TEACHER LIBRARIANS RATES ¹

Engaged Pursuant To Clause 9.6

ENGAGEMENT	1 April 2011¹	1 April 2012
HALF DAY	\$152.92	\$156.74
FULL DAY	\$305.83	\$313.48

¹ (Based on Level 4 Salary x 1.20 – 20% loading)

SCHEDULE 2 - POSITIONS OF RESPONSIBILITY ALLOWANCES

Responsibility allowance payments will be determined by the Director, MUFY and will be based on student numbers and the level of responsibility undertaken, as follows:

1. Student numbers

Category A	more than 600 students
Category B	between 300-600 students
Category C	between 100-299 students

2. Level of responsibility

The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

Level 1	Positions of leadership such as responsibility for the management of a major whole of MUFY program or a pastoral care or educational leadership position of equivalent status.
Levels 2 and 3	Positions of leadership such as small learning area subject coordination, additional responsibilities such as co-ordination of a publication, extra curricular co-ordinator or similar responsibilities.

3. Amount of allowance

The allowances are based on a percentage of the Level 9 Teacher salary rate **set out in Schedule 1.**

The following allowances apply:

Category	% of standard rate		
	A	B	C
Level 1	8.00	7.00	6.30
Level 2	5.50	4.75	4.00
Level 3	2.75	2.35	1.60

SCHEDULE 3 - INDIVIDUAL FLEXIBILITY ARRANGEMENTS

1. The Employer and a Teacher may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) The agreement deals with 1 or more of the following matters:
 - (i) Arrangements about when work is performed;
 - (ii) Allowances;
 - (iii) Leave loading.
 - (b) The arrangement meets the genuine needs of the Employer and Teacher in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) The arrangement is genuinely agreed to by the Employer and Teacher. A Teacher may have the assistance of a representative of their choice in discussions with the Employer about an Individual Flexibility Agreement.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) Are about permitted matters under section 172 of the FW Act 2009; and
 - (b) Are not unlawful terms under section 194 of the FW Act 2009; and
 - (c) Result in the Teacher being better off overall than the Teacher would be if no arrangement was made.
- (3) The Employer must ensure that the individual flexibility arrangement:
 - (a) Is in writing; and
 - (b) Includes the name of the Employer and Teacher;
 - (c) include details of:
 - (i) The terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) How the arrangement will vary the effect of the terms; and
 - (iii) how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) States the day on which the arrangement commences.
- (4) The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or Teacher may terminate the individual flexibility arrangement:
 - (a) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) If the Employer and Teacher agree in writing — at any time.

SCHEDULE 4 KEY RESPONSIBILITIES AND DUTIES - TEACHER/TEACHER LIBRARIAN

TEACHERS

The following list is not intended to be exhaustive and is to be read in conjunction with a current Teacher position description as may vary from time to time.

Teachers at MUFY shall be responsible for the following:

1. Teaching the prescribed MUFY curriculum using, where appropriate, a range of educational technologies to facilitate motivation, enjoyment and learning for each student;
2. Monitoring attendance and establishing and maintaining clear and consistent academic and conduct expectations for students in the classroom;
3. Be responsible for a home group and actively participate in the MUFY pastoral program;
4. Actively engaging in continuing professional development and mentoring of beginner Teachers;
5. Actively participating in staff meetings, parent/Teacher meetings, events, excursions ;
6. Participating and contributing with other Teachers in the development, implementation and evaluation of MUFY curriculum and policy;
7. Identifying and addressing areas of need for individual students, liaising where necessary with relevant staff;
8. Planning, monitoring, evaluating and reporting on student progress to other Teachers and parents via written reports and parent/Teacher/student interviews.

TEACHER LIBRARIANS

The following list is not intended to be exhaustive and is to be read in conjunction with a current Teacher Librarian position description as may vary from time to time.

Teacher Librarians at MUFY shall be responsible for the following:

1. Learning environment - Engage and challenge learners within a supportive, information rich learning environment
2. Learning and teaching - Collaboratively plan and resource curriculum programs which incorporate transferable information literacy and literature outcomes
3. Library and information services Management - Provide exemplary library and information services consistent with national standards
4. Evaluation - Evaluate student learning and library programs and services to inform professional practice
5. Teaching the prescribed MUFY curriculum using, where appropriate, a range of educational technologies to facilitate motivation, enjoyment and learning for each student;
6. Be responsible for a home group and actively participate in the MUFY pastoral program;
7. Actively engaging in continuing professional development and mentoring of beginner Teachers;
8. Actively participating in staff meetings, parent/Teacher meetings, events, excursions ;
9. Participating and contributing with other Teachers in the development, implementation and evaluation of MUFY curriculum and policy;
10. Identifying and addressing areas of need for individual students, liaising where necessary with relevant staff;
11. Planning, monitoring, evaluating and reporting on student progress to other Teachers and parents via written reports and parent/Teacher/student interview