



DECISION

Fair Work Act 2009
s.185—Approval of enterprise agreement

Mount Scopus Memorial College
(AG2009/22571)

MOUNT SCOPUS MEMORIAL COLLEGE AND GANDEL BESEN HOUSE TEACHING STAFF AGREEMENT 2009

Educational services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 21 JANUARY 2010

Application for approval of the Mount Scopus Memorial College and Gandel Besen House Teaching Staff Agreement 2009.

[1] An application has been made for approval of an enterprise agreement known as the *Mount Scopus Memorial College and Gandel Besen House Teaching Staff Agreement 2009* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Mount Scopus Memorial College. The agreement is a single-enterprise agreement.

[2] The Agreement was made during the bridging period¹ as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (the Transitional Act), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2–4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 January 2010. The nominal expiry date of the Agreement is 27 January 2013.

¹ Item 2, Part 1, of Schedule 2.

[2010] FWAA 352



DEPUTY PRESIDENT

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Mount Scopus Memorial College

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MOUNT SCOPUS MEMORIAL COLLEGE

AND

GANDEL BESEN HOUSE

TEACHING STAFF AGREEMENT

2009



PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Mount Scopus Memorial College and Gandel Besen House Teaching Staff Agreement 2009 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth.).

2 ARRANGEMENT

This Agreement is arranged as follows.

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Schedule Title

Schedule Number

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the first pay period commencing on or after the date of the notice approving the Agreement issued by Fair Work Australia.
- 3.2 The nominal expiry date of the Agreement is three years from the operative date.

4 PARTIES BOUND

This Agreement binds:

- i. the Employer; and
- ii. Teachers, including Permission to Teach Employees, Psychologists and Counsellors.
- iii. The Victorian Independent Education Union will be covered by the agreement upon notice under s.183 (1) of the act.

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5 RELATIONSHIP TO AWARD

This Agreement replaces the Award.

6 NATIONAL EMPLOYMENT STANDARDS

- 6.1 To the extent that a term of this agreement is detrimental to an employee in any respect, when compared to an entitlement of the employee under the National Employment Standards (NES), the term of this agreement has no effect.
- 6.2 Subclause 6.1 and the NES have no application to an employee covered by this agreement until 1 January 2010.

7 DEFINITIONS

Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 (The Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Award	means the <i>Victorian Independent Schools - Teachers - Award 1998</i> or and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Casual Teacher	means a Teacher employed pursuant to subclause 11.4 (clause 11 – Modes of Employment) of this Agreement
College	means Mount Scopus Memorial College
Commission	means Fair Work Australia
Continuous Service	Continuity of service includes all service for which paid leave is applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer's leave and bereavement leave, school holidays, long service leave, examination leave, qualification conferral leave and leave during which accident make up pay payments are being received by the teacher. Periods of unpaid leave are not included, except at the discretion of the employer.
Employee	means a Teacher, Psychologist or Counsellor employed by the Employer to teach or work with students in the Prep to Year 12 educational programme or a Kindergarten teacher engaged in kindergarten /early childhood program.
Employer	means Mount Scopus Memorial College [ACN 007 240 146] and Gandel Besen House [ABN 56 007 240 137] deemed a single employer
Experience	means experience of teaching or working at the College as a psychologist or counsellor after achieving the qualifications necessary for registration as a teacher or psychologist or counsellor and will be deemed to have commenced at the date on which a 'qualified' person first receives an appointment.
FW Act	means the <i>Fair Work Act 2009</i> (Cth)
FWA	means Fair Work Australia

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Fixed Term Teacher	means a Teacher employed pursuant to subclause 11.3 (clause 11 – Modes of Employment) of this Agreement
Full Time Teacher	means a Teacher employed pursuant to subclause 11.1 (clause 11 – Modes of Employment) of this Agreement.
Immediate Family	means <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the employee; and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the employee or spouse of the employee
NES	means National Employment Standards at Part 2-2 of the Fair Work Act 2009
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government Employees (less 4 weeks' annual leave)
Part Time Teacher	means a Teacher employed pursuant to subclause 11.2 (clause 11 – Modes of Employment) of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ol style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief teacher) by the Victorian Institute of Teaching (<i>1 July 2007 Permission to Teach Policy</i>)
Principal	Means the Principal of Mount Scopus Memorial College or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005</i> (Vic.)
School	means Mount Scopus Memorial College [ACN 007 240 146] and Gandel Besen House [ABN 56 007 240 137] deemed a single employer

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School Year	means the twelve months from the day that employees are required to attend the School for the new educational year
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified Teacher librarian, an early childhood or kindergarten teacher engaged as part of an early childhood program but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i>
WR Act	means the Workplace Relations Act 1996 (Cth.)

8 DISPUTE RESOLUTION PROCEDURE

8.1 If a dispute relates to:

- (a) a matter arising under the Agreement
- (b) the NES,

this clause sets out procedures to settle the dispute.

8.2 A employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

8.3 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.

8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.

8.5 FWA may deal with the dispute in two stages:

- (a) FWA will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if FWA is unable to resolve the dispute at the first stage, FWA may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

8.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) The parties must continue to perform work as they would have performed work prior to the dispute arising unless either party has a reasonable concern about an imminent risk to health or safety;

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- (b) a employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- (i) the work is not safe; or
 - (ii) the *Occupational Health and Safety Act 2004* (Vic.) would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 8.7 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

PART 2 EMPLOYMENT RELATIONSHIP

9 AGREEMENT FLEXIBILITY

- 9.1 An Employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) allowances;
 - (iii) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 9.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
 - (d) The employee is entitled to a representative of his /her choice for the purposes of negotiating a flexibility agreement under this clause.
- 9.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and employee; and
 - (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

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- 9.4 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The Employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at anytime.

10 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

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

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10.8 If a clause in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 10.2, 10.3 and 10.5 are taken not to apply.

10.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

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

11 MODES OF EMPLOYMENT

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

11.1 Full Time Employee

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

11.2 Part Time Employee

11.2.1 The Employer may employ a employee on a part time basis in accordance with this Agreement.

11.2.2 Upon engagement and at any other time when a permanent variation occurs, the employer will set out in writing the duties and number of hours required (including face to face teaching hours where appropriate) to be undertaken by the part time employee.

11.2.3 A Part Time employee will be paid pro rata of the rate that the employee would be entitled to receive as a Full Time employee and is entitled to all entitlements on a pro rata basis on the specified hours in 11.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be

- 18 hours for Secondary teachers
- 21 hours and 40 minutes for Primary teachers
- 26 hours and 30 minutes for Kindergarten teachers.

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

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

11.3 Fixed Term Employee

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

- to replace one or more employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation; or
- to replace a employee whose employment has ceased after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

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

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

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

11.3.4 Subject to Clause 12 – Qualifying Period, the termination of employment of a Fixed Term employee will be by the expiry of the period of employment or where an employee is replacing an employee on parental leave, in accordance with the appropriate notice of termination provisions in Clause 35 – Notice of Termination, except where such notice extends beyond the period of employment.

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

- Subject to 11.3.4, notice of termination (where the date of cessation of employment is stated at the time of appointment);
- paid parental leave; and
- redundancy.

11.4 Casual Employee

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

11.4.2 A Casual employee is entitled to the rate of pay specified in Schedule 2. This rate of pay includes a loading in lieu of paid leave entitlements.

11.4.3 The Employer will engage a Casual employee for a full day, a half day or by the hour.

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

- notice of termination of employment;
- redundancy;
- remuneration packaging;
- annual leave;
- jury service leave;
- non attendance time
- leave loading;
- public holidays;
- paid personal leave;
- paid compassionate leave; and
- accident make-up pay.

11.4.5 A Casual employee is entitled to unpaid carer's leave and unpaid parental leave.

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

12 QUALIFYING PERIOD

12.1 A employee's employment is contingent upon the satisfactory completion of a six month qualifying period.

12.2 If the Employer is to terminate the employment of a employee during the first six months of the employee's employment, the Employer does not need to provide the relevant notice of termination in clause 35 – Notice of Termination and does not need to comply with clause 34 – Performance/Conduct Management, any due process or performance management policies or procedures in place from time to time.

12.3 If the Employer is to terminate the employment of a employee within the first six months of the employee's employment commencing, the Employee is entitled to notice of four weeks or payment in lieu of notice.

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

13 HOURS OF WORK AND WORKLOADS

13.1 The ordinary hours of work for a Full Time employee are 35 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

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- 13.2 In addition a employee is required to work such reasonable additional hours as are necessary to perform the employee's duties.
- 13.3 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Employee in accordance with College Policy. This policy shall be reviewed on an annual basis in consultation with the President of the College's Staff Association. This policy does not form a part of and is not incorporated into the College's workplace agreement.

14 NON ATTENDANCE TIME

- 14.1 A employee is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the employee as being reasonably necessary to enable the proper performance of the employee's role. The employee's role is defined by the Employer. An employee is entitled to non attendance time without deduction of pay.
- 14.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 14.3 Where a employee takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 32.4.
- 14.4 If a employee's employment is terminated or a employee resigns prior to the end of term 4 in any School Year or a employee is employed for part only of a School Year, the employee is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

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

PART 3 CLASSIFICATION AND REMUNERATION

15 CLASSIFICATIONS AND SALARY

- 15.1 Schedule 1 sets out the classification structure/s and relevant progression arrangements.
- 15.2 Schedule 2 sets out the rates of pay.
- 15.3 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

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16 REMUNERATION PACKAGING

- 16.1 The College facilitates the packaging of salary and benefits to an Employee whose employment is covered by this agreement via an external provider as agreed to from time to time by the College and the Staff Association.
- 16.2 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 16.3 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment

17 SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the employee, excluding a fund where the Employer is required to become a participating employer. Should the employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the Mount Scopus Memorial College Retirement Plan (Mount Scopus Plan) in the Mercer Super Trust. Where the College changes the employer fund specified above, the Employer will notify employees in accordance with the legislations and regulations.

18 PAYMENT ARRANGEMENTS

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

19 WITHHOLDING OF MONIES

If a employee fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

PART 4 LEAVE AND OTHER ABSENCES

20 ANNUAL LEAVE

- 20.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), except where more favourable terms are provided in this Agreement.
- 20.2 This clause does not reproduce the AFPCS in full

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- 20.3 A employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 20.4 A employee must take an amount of annual leave during each of the shutdown periods following the end of Term 1, 2, 3 and 4. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the employee works.
- 20.5 A employee and the Employer may agree in writing that the employee performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 20.6 A employee will take all accrued annual leave during the shut down period.

21 ANNUAL LEAVE LOADING

- 21.1 A employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four (4) weeks' annual leave.
- 21.2 A employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

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

- 21.3 A employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.
- 21.4 The Employer shall pay leave loading to the employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

22 PERSONAL LEAVE

- 22.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*) except where more favourable terms are provided in this Agreement.
- 22.2 This clause does not reproduce the AFPCS in full
- 22.3 Entitlement
- 22.3.1 A employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.

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- 22.3.2 For a Full Time employee, the sick leave entitlement equates to 15 days per year of service. A Part Time employee is entitled to paid sick leave on a pro rata basis based on specified hours in clause 13 – Hours of Work.
- 22.3.3 Paid sick leave is taken by the employee because of a personal illness or injury.
- 22.3.4 Paid carer's leave is taken by the employee to provide care or support to a member of the employee's Immediate Family or a member of the employer's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A Part Time employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 13 – Hours of Work. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 22.3.5 Where the employee has exhausted the paid personal leave entitlement, the employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the employee.
- 22.3.6 A Casual employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the employee.
- 22.3.7 The amount of personal leave a Full Time employee may take as sick leave depends upon how long the employee has worked for the Employer and accrues as follows:
- in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
 - in the second and subsequent year of service, 15 days at the commencement of that year.
- 22.3.8 A employee must notify the Employer of the employee's absence as soon as reasonably practicable. The notice must be to the effect that the employee requires the leave because of a personal illness or injury or to provide care or support to a member of the employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 22.3.9 A employee is entitled to sick leave provided that:
- the employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - the employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the employee is entitled and which would not otherwise require the production of a certificate; and
 - the employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

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- 22.3.10 A employee is entitled to carer's leave provided that
- the employee produces, if required by the School, a medical certificate from a registered health practitioner or statutory declaration to the Employer stating the illness of person concerned and that the illness is such as to require care by another.

23 COMPASSIONATE LEAVE

23.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7 of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), except where more favourable terms are provided in this Agreement.

23.2 This clause does not reproduce the AFPCS in full

23.3 Entitlement

23.3.1 A employee may take three (3) days' paid leave per occasion when a member of the employee's Immediate Family or household dies or when the employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

23.3.2 In addition to the entitlement in 23.3.1, a Employee is entitled to use up to two (2) days of the Employees accrued personal leave entitlement on each occasion when a member of the Employee's immediate family or household dies. The exclusion to this entitlement is in the case of the death of a Grandparent. In this case, the provisions in 23.3.1 shall apply.

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

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

24 INFECTIOUS DISEASES LEAVE

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

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

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

25 PARENTAL LEAVE

25.1 Relationship with Act

- 25.1.1 Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the WR Act) as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*, except where more favourable terms are provided in this Agreement.
- 25.1.2 From 1 January 2010, an Employee's entitlement to Parental Leave is in accordance with the NES (Division 4 and 5 of Part 2-2, of the FW Act).
- 25.1.3 From 1 January 2010, 20.2.2 and 20.2.3 do not apply, as these rights will be replaced by the NES,

25.2 Right to request

25.2.1 Simultaneous Leave

- (a) Subject to 25.2.1(b), an Employee entitled to parental leave pursuant to the provisions of the AFPCS may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application under 25.2.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

25.2.2 Additional Long Parental Leave

- (a) Subject to 25.2.2(b), an Employee entitled to parental leave pursuant to the provisions of the AFPCS may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities
- (b) An application under 25.2.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

25.2.3 Part Time Work

- (a) Subject to 25.2.3(b), an Employee entitled to parental leave pursuant to the provisions of the AFPCS may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

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- (b) An application pursuant to 25.2.3(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

25.2.4 Request to be considered

- (a) The Employer shall consider any request made pursuant to 25.2.1, 25.2.2 or 25.2.3 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (b) An Employee's request and the Employer's decision made pursuant to 25.2.1, 25.2.2 or 25.2.3 must be recorded in writing.

26 PAID PARENTAL LEAVE

- 26.1 Where an employee is granted unpaid parental leave in accordance with the Act and clause 25 – Unpaid Parental Leave of this Agreement to be the primary caregiver of a child, the employee is entitled to be paid parental leave of the following:
 - 26.1.1 A employee is entitled to twelve weeks' paid maternity leave at the employee's ordinary rate of pay, provided that the employee has completed 12 months continuous service with the College immediately preceding the date on which she commences maternity leave and takes a minimum of twelve weeks unpaid maternity leave commencing at or around the time of the birth of then child. This provision will be replaced by the provisions in 26.1.2 after 31 December 2009.
 - 26.1.2 A employee is entitled to fourteen weeks' paid maternity leave at the employee's ordinary rate of pay, provided that the employee has completed 12 months continuous service with the College immediately preceding the date on which she commences maternity leave and takes a minimum of fourteen weeks unpaid maternity leave commencing at or around the time of the birth of then child. This is to apply for requests to commence maternity leave on or after 1 January 2010 and shall replace the provisions in 26.1.1.
 - 26.1.3 A employee is entitled to twelve weeks' paid adoption leave at the employee's ordinary rate of pay, provided that the employee has completed 12 months continuous service with the College immediately preceding the date on which she commences adoption leave and takes a minimum of twelve weeks unpaid adoption leave commencing at or around the time of the adoption of the child. This provision will be replaced by the provisions in 26.1.4 after 31 December 2009.
 - 26.1.4 A employee is entitled to fourteen weeks' paid adoption leave at the employee's ordinary rate of pay, provided that the employee has completed 12 months continuous service with the College immediately preceding the date on which she commences adoption leave and takes a minimum of fourteen weeks unpaid maternity leave commencing at or around the time of the adoption of the child. This is to apply for requests to commence adoption leave on or after 1 January 2010 and shall replace the provisions in 26.1.3.

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- 26.2 During the period of time that the employee is in receipt of the parental allowance under 26.1, the employee is entitled to accrue annual leave, as defined by the Act, and personal leave, in accordance with clause 19 – Personal Leave of this Agreement. The employee is not entitled to accrue long service leave in accordance with the *Long Service Leave Act 1992 (Vic.)*
- 26.3 Where a Employee is granted unpaid short paternity or unpaid short adoption leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Employee is entitled to a paid short paternity leave at the Employee's ordinary rate of pay based on the following:
- (a) for up to 3 days of the short paternity or adoption leave, provided the leave is taken within eight (8) weeks of the birth of the child. The leave may be taken in one or two periods. This provision will be replaced by the provisions in 26.3(b) after 31 December 2009.
 - (b) for up to 5 days of the short paternity or adoption leave, provided the leave is taken within eight (8) weeks of the birth of the child. The leave may be taken in one or two periods. This is to apply for requests to commence Paternity Leave on or after 1 January 2010 and shall replace the provisions in 26.3(a)
- 26.4 A employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a further period of paid leave pursuant to 26.1.1, 26.1.2, 26.1.3, 26.1.4, 26.3(a) or 26.3(b). Where a employee has less than 12 months' continuous service with the Employer following a period of parental leave, the employee may make application for payment of the parental allowance, citing reasons in support of the payment. Payment, if any, will be at the discretion of the Employer.
- 26.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 26.1.1, 26.1.2, 26.1.3, and 26.1.4
- 26.6 The parental allowance is not payable during a period of paid leave.
- 26.7 Where the Federal Government implements a statutory scheme of paid parental leave during the course of this agreement, an employee will be entitled to the quantum of leave provided by the statutory scheme without any effect on paid parental leave entitlements offered by the school.

27 LONG SERVICE LEAVE

- 27.1.1 A Employee is entitled to long service leave. The *Long Service Leave Act 1992 (Vic.)*, as amended from time to time specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.
- 27.1.2 A Employee is entitled to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment. A Employee is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.

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- 27.1.3 Long service leave may first be taken on completion of seven years of continuous employment with the employer.
- 27.1.4 Long service leave should be taken in term blocks. Any request to vary this provision will only be granted at the discretion of the Principal or principal's delegate, taking into account the differing requirements and arrangements of divisions, faculties and departments within the College.
- 27.1.5 A employee may apply for leave without pay in conjunction with long service leave. The employer will assess such application on its merits but only to the extent that a employee does not have sufficient accrued long service leave to make up the minimum period required to take long service leave (ie: a school term).
- 27.1.6 A employee should discuss with the College her/his intention to take long service leave as far in advance of taking leave as is practicable. A employee is required by the College to give a minimum of six months notice of intention to take long service leave.
- 27.1.7 Accrued long service leave will be paid in lieu where a Employee's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992 (Vic.)*.
- 27.1.8 A Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 27.1.9 A Employee, whose time fraction has varied during service, is paid at a proportionate rate. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
- 27.1.10 A employee who resigns but returns to the College within a period of five years will be entitled to restoration of any unpaid long service leave entitlements or any period of service accrued for long service leave purposes at the time of resignation.
- 27.1.11 A employee should discuss with the employer their intention to take long service leave as far in advance of taking the leave as is practicable.
- 27.1.12 A employee can apply to cancel or defer a previously approved request for long service leave. The College will judge each case on its merits, however in the event that the College has engaged a replacement person it may not be possible to grant such requests.
- 27.2 Illness on Long Service Leave
- 27.3 Subject to the requirements of 27.4 a Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

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- 27.4 The Employee's application under 27.3:
- i. must be received by the Employer during the period of illness or injury;
 - ii. must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
 - iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.
- 27.5 The College and the employee may agree for the teacher to receive payment for part or all of the employees accrued long service leave in lieu of taking this entitlement as paid leave. This provision will have the express effect of overriding Section 74 of the Long Service Leave Act 1992 (Vic).
- 27.6 Taking of Long Service Leave
- 27.6.1 Employees with less than 10 years of continuous employment with the College as at 1 January 2010 must take long service leave within three (3) years of reaching 10 years of continuous employment unless otherwise agreed with the Principal;
- 27.6.2 Upon each subsequent period of 10 years continuous employment, the employee must take long service leave within three (3) years of completing each subsequent period of continuous employment unless otherwise agreed with the Principal;
- 27.6.3 Where the employee does not take long service leave in accordance with 27.6.1 or 27.6.2, the College may direct the employee to take long service leave;
- 27.6.4 Where the employee requests to take long service leave in accordance with 27.6.1 or 27.6.2 or where the College directs the employee to take long service leave in accordance with 27.6.3 a minimum of six month's notice is required.
- 27.6.5 Employees with 10 or more years of continuous employment with the College as at 1 January 2010, with an outstanding accrued long service leave entitlement of between 13 and 26 weeks, must take not less than one full school term long service leave by 1 October 2012 unless otherwise agreed with the Principal;
- 27.6.6 Employees with 10 or more years of continuous employment with the College as at 1 January 2010, with an outstanding accrued long service leave entitlement greater than 26 weeks, must take not less than one school term of long service leave by 1 October 2012 unless otherwise agreed with the Principal;
- 27.6.7 Upon each subsequent period of ten (10) years of continuous employment, a employee must take long service leave within three (3) years of completing each subsequent 10 year period of continuous employment unless otherwise agreed with the Principal;
- 27.6.8 Where the employee does not take long service leave in accordance with 27.6.5, 27.6.6 or 27.6.7 the College may direct the employee to take long service leave;

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27.6.9 Where the employee requests to take long service leave in accordance with 27.6.5, 27.6.6 or 27.6.7 or where the College directs the employee to take long service leave in accordance with 27.6.8, a minimum of six month's notice is required.

28 PUBLIC HOLIDAYS

28.1 A Employee is entitled to public holidays as specified in the *Public Holidays Act 1993 (Vic)* and as gazetted by the Victorian Government from time to time or substituted days in accordance with (28.3). These include the following:

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

28.2 Public holidays that occur during a period of Non Attendance Time for Employees in accordance with clause 14 – Non Attendance Time do not create an additional entitlement.

28.3 In the event that a employee is required to work on Labour Day, Queens Birthday or Melbourne Cup day, the College will substitute another day (usually a Jewish holyday) for each of these days worked.

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

28.5 An agreement made in accordance with 28.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

29 LEAVE WITHOUT PAY

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

30 EXAMINATION LEAVE

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

31 QUALIFICATION CONFERRAL LEAVE

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

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32 JURY SERVICE LEAVE

- 32.1 A Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 32.2 A Employee must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for jury service.
- 32.3 A Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 32.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

Subject to 32.2 and 32.4 of this clause, an Employer will continue to pay a employee granted leave pursuant to 32.1 his or her salary during the period of leave. Within a reasonable time after completion of the Jury Service, the employee will reimburse the Employer an amount equal to the amount paid by the Court Authorities in respect to the employee's attendance for such jury service.

For the purpose of 32.4, reasonable time is defined as a period of 10 working days after completion of the jury service. If the employee has not reimbursed the employer the amount paid by the court authorities, the employer may deduct an amount equal to the amount paid by the court authorities to the employee from any outstanding salary owed to the employee.

33 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 33.1 Where a Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)*, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 33.2 If a Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, then:
 - (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave; and

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- (b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time which fall during the period that the Employee is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic.)*.
- 33.3 In the event that a Employee, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985 (Vic.)*, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 33.4 For the purposes of 33.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 33.5 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985(Vic.)*, and where the Employee is entitled to annual leave at the part time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the Act.

PART 5 TERMINATION OF EMPLOYMENT AND RELATED MATTERS

34 PERFORMANCE/CONDUCT MANAGEMENT

34.1 Termination by the School

The School may terminate employment for reasons of redundancy, unsatisfactory performance and/or unsatisfactory conduct.

34.1.1 Redundancy

Where termination takes place for reasons of redundancy, clause 36 will apply.

34.1.2 Unsatisfactory Performance

Where termination of employment may take place for reasons related to performance, the School would undertake a process that includes the provisions outlined in 34.1.3 and 34.1.4 (Due Process) below.

34.1.3 Commencement of Due Process

Due process will commence with the School advising the employee in writing of:

- the School's concerns with the Employee's performance;
- the time, date and place of the first due process meeting;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all due process meetings;
- the School's right to terminate employment should due process not resolve the School's concerns.

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34.1.4 Due Process Meetings

Due process meetings will:

- include discussion of the School's concerns with the Employee's performance;
- give the Employee an opportunity to respond to the School's concerns;
- include discussion of any counselling or assistance, where appropriate, available to the Employee ;
- include documentation, where appropriate;
- set periods of review, as appropriate.

34.2 Unsatisfactory Conduct

34.2.1 Where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct, provide the Employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School. Disciplinary action may take the form of a verbal warning, a written warning, or the implementation of Due Process in accordance with 34.1.3. Where an issue of misconduct is to be investigated, the Employee is entitled to be accompanied by a nominee of the Employee's choice. Disciplinary action may include termination of the Employee's employment.

34.3 Serious Misconduct

34.3.1 Where termination of employment may take place for reasons related to serious misconduct, the following shall apply. Summary dismissal relates to circumstances where a Employee's behaviour is such that termination without notice is warranted.

34.3.2 The services of a Employee may be terminated without notice when that Employee is guilty of serious neglect of duty, wilful misconduct, serious misrepresentation or behaviour which is detrimental to the welfare of students and/or staff or which is prejudicial to the continued operation of the College.

34.3.3 Procedure for instituting summary dismissal:

In cases where it is deemed necessary by the Principal to institute summary dismissal of a Employee where allegations of serious misconduct have arisen, the Employee will be suspended on full pay pending completion of the following steps:

- The allegations are investigated.
- Following investigation, the Employee and his or her representative meets with the College and its representatives, if appropriate, to discuss the details of the allegation, the investigation results and the Employees explanation.
- The College will review the matter, determine an outcome and will then communicate the outcome.

35 NOTICE OF TERMINATION

35.1 Where the Employer wishes to terminate the employment of a Employee serving a qualifying period pursuant to clause 12 – Qualifying Period, or a Employee wishes to resign during a qualifying period, the period of notice is specified by Clause 12 – Qualifying Period.

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- 35.2 Subject to Clause 12 – Qualifying Period, where the Employer wishes to terminate the employment of a Employee, where the Employee has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 35.3 Subject to Clause 12, where the Employer wishes to terminate the employment of a Employee, where the Employee has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 35.4 Where the Employer wishes to terminate the employment of a Fixed Term Employee, who is replacing another Employee on parental leave, the Employer will give the Fixed Term Employee as much notice as possible but at least four weeks' notice if the Employee being replaced provides notice to the Employer that the Employee being replaced wishes to return from parental leave.
- 35.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 2 that a Teacher would have received by working during the notice period if the Employee's employment had not been terminated.
- 35.6 Subject to Clause 12, a Employee must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 35.7 The notice period in this clause and in Clause 12 – Qualifying Period do not apply where the Employee is guilty of serious misconduct.

36 REDUNDANCY

36.1 Definition

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

36.2 Redundancy Disputes

- 36.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:
- the reasons for any proposed redundancy;
 - the number and categories of Employees likely to be affected; and
 - the period over which any proposed redundancies are intended to undertaken.
- 36.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

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36.3 Transfer to lower paid duties

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

36.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years or greater	2 weeks pay per year of service pro rata to a <u>maximum total</u> of 20 weeks' pay

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

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

36.5 Leaving during notice

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

36.6 Alternative employment

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

36.7 Time off during notice period

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

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PART 6 OTHER PROVISIONS

37 MEAL ALLOWANCE

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

38 BREAKAGE AND LOSS

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

39 PROTECTIVE CLOTHING

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

40 STAFF ASSOCIATION PRESIDENT

The President of the Staff Association shall be entitled to a time allotment of 3 teaching periods per week. This time allotment is to be used to attend to Staff Association duties and responsibilities. Any variation to increase this time allotment will be at the discretion of the College Principal. In exceptional circumstances, the Principal may grant some time allowance to the Vice President(s).

41 MISCELLANEOUS BENEFITS AND ENTITLEMENTS

41.1 A Employee who undertakes a course of study with prior approval by the College is entitled to a grant of up to \$200 in any one year to cover tuition and/or other costs. A similar grant is also available to who wish to participate in any other approved personal or professional development program. Reimbursement for up to \$200 in any one year to cover tuition and/or other costs will be paid on the successful completion of the course of study by providing a transcript of results and appropriate receipts.

41.2 Teachers who take on responsibility for the supervision of a student teacher are eligible to receive the teacher supervision fee applicable at the time. The fee is firstly payed to the College by a Tertiary Institution. The College after having received the fee will pay it to the teacher, subject to appropriate taxation. Teachers can retain the full amount, subject to appropriate taxation or may choose to donate all or some part of that fee for a particular educational or other use within the College.

41.3 A Employee who joined the College after 1987 and has children enrolled at the College are entitled to a 25% deduction on school fees. A Part Time Employee employed by the College is entitled to the 25% discount on school fees on a pro-rata basis equal to their employment fraction. A Employee who joined the College prior to 1987 will be entitled to such deduction as was applicable at the time of their commencing employment with the College.

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41.4 Where an Employee who joined the College prior to 1987 has had their full time employment reduced to part-time employment after that date, they will be entitled to such deduction as was applicable at the time of their commencing employment with the College on a pro-rata basis equal to their employment fraction.

41.5 An Employee wishing to take advantage of the discount is required to authorise the College in writing to deduct school fees from their fortnightly net remuneration. The written authority will provide that, in the event of termination of employment, the College may deduct any outstanding school fee debt owed to it from any money owing to the Employee by the College on termination of employment.

41.6 This provision is subject to any policy of the College in relation to the payment of Fringe Benefit Tax. In the event that Fringe Benefit Tax legislation or rulings by the Australian Taxation Office change, the College may alter its policy in respect of school fee concessions by written advice to an Employee.

42 ADVERTISING OF POSITIONS

All positions of responsibility which become available will be advertised in all campuses and divisions of the College.

43 CLASS SIZES

The present policy is that the College will endeavour to keep class sizes:

Prep to Year 2 class sizes to - 25.

Year 3 to Year 10 class sizes to - 30.

Years 11 and 12 class sizes to - 25.

In the event that new enrolments may necessitate a particular class(es) to exceed the maximum limit, this will be done only after consultation with the teacher concerned. Where the College proposes to make changes to class sizes, it shall notify the Staff Association and discuss these changes with the Association.

44 LETTER OF APPOINTMENT

An employee employed under the coverage of this agreement, upon engagement, shall be issued with a letter of appointment.

45 REVIEW OF AGREEMENT

The parties acknowledge that staff morale and employee job satisfaction is enhanced where the views of staff are taken into consideration before decisions are made. To this end, the College commits to an open line of communication with the Staff Association and College Workplace Negotiating Committee on workplace issues specific to this agreement during the life of this agreement.

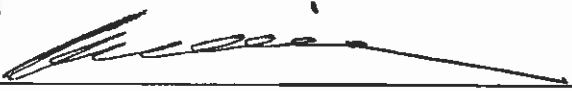
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EXECUTED as an Agreement this 15th day of DECEMBER 2009.

Signatories Page

EMPLOYER REPRESENTATIVE

Signed:



Date:

15/12/09

Name in full (printed):

HOWARD KINDLER

Position title:

HUMAN RESOURCES MANAGER

Authority to sign explained:

A BARGAINING REPRESENTATIVE

Address

245 BURWOOD HIGHWAY

BURWOOD, VICTORIA 3125

Witnessed by:



Witness name in full:

MARIA DI PAOLO

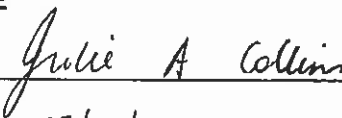
Witness address:

245 BURWOOD HIGHWAY

BURWOOD VIC 3125

EMPLOYEE REPRESENTATIVE

Signed:



Date:

15/12/09

Name in full (printed):

JULIE ANNE COLLINS

Position Title

HEAD OF FACULTY - BUSINESS STUDIES

Authority to sign explained:

A BARGAINING REPRESENTATIVE

Address:

245 BURWOOD HIGHWAY

BURWOOD VICTORIA 3125

Witnessed by:



Witness name in full:

MARIA DI PAOLO

Witness address:

245 BURWOOD HIGHWAY BURWOOD VIC 3125

SCHEDULE 1 CLASSIFICATION STRUCTURE/S

1.1 Positioning on the rates of pay scale.

- a. A teacher who has either full or provisional registration with the Victorian Institute of Teaching and who has completed a 4-year approved training course beyond secondary school including teacher training shall commence at Graduate Teacher Level 1 and progress in annual increments to Expert Teacher Level 4, on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- b. A teacher who has provisional registration with the Victorian Institute of Teaching and who has completed a 3-year approved training course beyond secondary school including teacher training shall remain on Graduate Teacher Level 1 for a fixed period of two years followed by a period on Graduate Teacher Level 2 for a fixed period of two years and progress in annual increments to Expert Teacher Level 4 on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- c. All other teachers who do not have qualifications of a three or four year trained teacher and who have permission to teach with the Victorian Institute of Teaching shall commence at Graduate Teacher Level 1 and cannot progress beyond Accomplished Teacher Level 2
- d. A teacher employed for 40 per cent, or less of a full teaching load will be required to complete 24 months service before advancement to the next salary level;
- e. Teachers who complete a relevant post-graduate qualification approved by the College will be eligible to advance, once only, one step on the scale beyond that which would normally apply. This adjustment will be made on completion of the qualification.
- f. A Kindergarten teacher who teaches Hebrew in addition to general responsibilities, will be eligible to receive a salary equivalent to the rate of one step on the scale beyond that which would normally apply to them. Upon reaching the highest salary level being Expert Teacher level 4 the teacher will receive an allowance equivalent to 3% of Expert Teacher Level 4.
- g. Psychologists or Counsellors shall commence at Graduate Teacher Level 1 and progress in annual increments to Expert Teacher Level 4, on the anniversary of the employees appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

1.2 Teachers holding Positions of Responsibility

The following shall apply in conjunction with the College Policy on Additional Responsibilities.

- a. A position of responsibility monetary allowance may be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or leadership duties additional to those usually required of a Teacher by the Employer.

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- b. A position of responsibility monetary allowance is linked to a position of responsibility rather than tied to an individual teacher.
- c. The Principal or Principal's delegate determines who is eligible for a position of responsibility monetary allowance
- d. The College will provide written advice to a Teacher in receipt of a position of responsibility allowance, including the position, its tenure, the duties required and the amount to be paid.
- e. In principle, a teacher shall not occupy more than one position of responsibility. However where special circumstances exist, the Principal may request and approve a teacher do so. In the event of this, the teacher shall receive the appropriate allowance payment for both positions. Where a position of responsibility is shared, the allowance payment may also be shared.
- f. A teacher who holds a position of responsibility and is paid a position of responsibility allowance under the previous position of responsibility allowance structure will translate to the new position of responsibility allowance structure from the date of certification of this agreement, in accordance with Schedule 2.5. A teacher shall not be financially disadvantaged in this translation process.

1.3 Teachers assuming Additional Responsibilities

The following shall apply in conjunction with the College Policy on Additional Responsibilities.

- a. A responsibility monetary allowance may be paid to a employee for undertaking a task that is additional to the responsibilities that are required of a teacher at their respective classification level. The minimum annual amount of this responsibility allowance shall be \$500.
- b. The Principal or Principal's delegate determines who is eligible for a responsibility allowance.
- c. The College will provide written advice to a employee in receipt of a responsibility allowance including the responsibility title, its tenure, the duties required and the amount to be paid.
- d. A employee who has assumed a responsibility in accordance with the New Responsibility List for 2009 shall be paid the applicable annual monetary allowance as graded to that responsibility in accordance with Schedule 2.6. This payment will come into effect from the commencement of the 2009 school year.

1.4 Leading Teacher Classification

The College acknowledges the importance of the leading teacher classification and is committed to implementing a leading teacher structure. The College will consult with the College's Staff Association and Workplace Negotiating Committee in accordance with Clause 45 on the implementation of a leading teacher structure at the College.

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SCHEDULE 2 – RATES OF PAY

2.1 Annual Rate of Pay

The annual rate of pay for a Full Time Employee will be not less than that prescribed by the following table.

CLASSIFICATION	First pay period commencing on or after		
	1/2/09 \$	1/2/10 \$	1/2/11 \$
GRADUATE TEACHER			
G-1	54,411	55,885	57,400
G-2	55,962	57,478	59,036
ACCOMPLISHED TEACHER			
A-1	59,197	60,801	62,448
A-2	60,884	62,533	64,722
A-3	62,620	64,317	66,060
A-4	64,405	66,150	67,943
A-5	66,240	68,035	69,878
EXPERT TEACHER			
E-1	68,625	70,484	72,394
E-2	70,753	72,670	74,639
E-3	72,946	74,922	76,953
E-4	80,260	82,435	84,669

2.2 Weekly Rate of Pay

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

2.3 Annual Leave Loading

The annual rate of pay in 2.1 does not include annual leave loading.

2.4 Emergency Teacher (Casual) Rates of Pay

The rate of pay for an Emergency Teacher will not be less than that prescribed in the following table

CLASSIFICATION	First pay period commencing on or after		
	1/2/09 \$	1/2/10 \$	1/2/11 \$
Per day	\$244.00	\$250.60	\$257.40
Per half day	\$122.00	\$125.30	\$128.70
Per hour	\$ 34.86	\$35.80	\$ 36.75

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2.5 Monetary Allowances for Positions of Responsibility

- 2.5.1 The following annual monetary allowances apply to a position of responsibility in accordance with Schedule 1.2.

Previous Structure		New Structure	
CLASSIFICATION	AMOUNT	CLASSIFICATION	AMOUNT
LTA 1	\$3,405	LEVEL 3	\$4,013
LTA 2	\$2,569	LEVEL 2	\$2,809
LTA 3	\$1,194	LEVEL 1	\$1,605

This monetary allowance will be indexed in line with future teacher salary adjustments.

2.6 Monetary Allowances for Additional Responsibilities

- 2.6.1 The following annual monetary allowances apply to an employee who is allocated an additional responsibility in accordance with Schedule 1.3.

LEVEL 1	\$500
LEVEL 2	\$1,000
LEVEL 3	\$1,600
LEVEL 4	\$2,800
LEVEL 5	\$3,500

This monetary allowance will be indexed in line with future teacher salary adjustments.

2.7 Adjustments to the salary scale beyond 1 February 2011

As a general rule, the College is committed to ensuring that salary levels paid to staff as identified under this agreement beyond February 2011 will be competitive after taking into consideration developments in the wider educational market and the College's financial position. However, the College cannot guarantee that employee's salaries will remain at 3.5% above Victorian Government Schools, although the College believes it is a worthy objective.

Salary adjustments to take effect from the first pay period commencing on or after 1/2/12 will be determined in consultation with the College's Staff Association and Workplace Negotiating Committee in accordance with Clause 45.