

MSMC & GBH Administrative Support 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 Administrative Support Staff Agreement 2009 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act 1996* (Cth.).

2 ARRANGEMENT

This Agreement is arranged as follows.

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Schedule Title

Schedule Number

Clerical Employees

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Grounds & Maintenance Employees

Classification Structure (Grounds & Maintenance Employees)	4A
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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 seventh day after the date specified in the notice issued by the Workplace Authority.

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

4 PARTIES BOUND

4.1 This Agreement binds:

- i. the Employer;
- ii. Clerical Employees.
- iii. Sportsground Maintenance and Venue Presentation Employees

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

5 RELATIONSHIP TO AWARDS

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

6 DEFINITIONS

Act	means the <i>Workplace Relations Act 1996</i> (Cth.)
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 (The Australian Fair Pay and Conditions Standard of the <i>Workplace Relations Act 1996</i> (Cth.))
Award	means the following: <ul style="list-style-type: none">• Victorian Independent Schools – Clerical/Administrative Employees – Award 2004; and;• Sportsground Maintenance and Venue Presentation Employees Award 2001. and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Basic Periodic Rate of Pay	means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth.)
Casual Employee	means an Employee employed pursuant to clause 8 of this Agreement
Clerical Employee	means a person who is employed wholly or principally in clerical work and/or administrative work, excluding <ul style="list-style-type: none">• a Business Manager or Bursar (by whatever name called),• a Human Resource Manager,

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	<ul style="list-style-type: none"> • a person who has delegated authority to act for the Employer from time to time in the recruitment and termination of employees of the School, and • an employee with accounting responsibilities who is eligible for membership of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants, the Association of Taxation and Management Accountants or the National Institute of Accountants
Continuous Service	means for the purpose of redundancy, 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 School Assistant. Periods of unpaid leave are not included, except at the discretion of the employer
Commission	means Australian Industrial Relations Commission or its successor.
Employee	means a person covered by this Agreement
Employer	means Mount Scopus Memorial College [ACN 007 240 146] and Gandel Besen House ABN 56 007 240 137 deemed a single employer.
Fixed Term Employee	means an Employee employed pursuant to clause 8 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 8 of this Agreement.
Immediate Family	means <ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
Part Time Employee	means an Employee employed pursuant to clause 8 of this Agreement
Principal	means 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 (Vic.)</i>
School	means [Mount Scopus Memorial College] [ACN 007 240 146] trading as [Mount Scopus Memorial College]

7 DISPUTE RESOLUTION PROCEDURE

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

Step 1

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

Internal disputes:

If a dispute or grievance arises, it shall be dealt with as follows:

- a) the matter should firstly be discussed informally by the aggrieved Employee with his/her immediate supervisor. Should the employee's immediate be a party to the dispute or grievance, the matter should be referred to the Human Resources Manager;
- b) if not settled, the employee may request a representative to be present and the matter should then be discussed with the immediate supervisor and the head of that campus or area of the school unless the school nominates another representative;
- c) if the matter is not resolved the parties may agree it can go to a mediator.
- d) in the case that steps a),b) & c) above fail to resolve the matter, it must be referred to the Principal

Workplace disputes

- a) wherever possible informal means should be used to resolve any industrial disputes;
- b) in cases where informal means are not successful in resolving a dispute, the College, Staff Association and the employee representative should meet and seek to resolve the dispute;
- c) should the parties involved in step b) be unable to resolve the dispute, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative;
- d) in the event the parties are unable to resolve the dispute in step c), the matter shall be referred to the Australian Industrial Relations Commission. In normal circumstances, the matter should not be referred by either party to the commission prior to the completion of Steps (a) (b) and where agreed step (c).

8 MODES OF EMPLOYMENT

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

8.1 Full Time Employees

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

8.2 Part Time Employee

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- 8.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- 8.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time employee, the Employer will set out in writing the duties within a Job Description and number of hours required to be undertaken.
- 8.2.3 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 of work.

8.3 Fixed Term Employee

- 8.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
- to replace one or more Employees who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation;
- 8.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 8.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the benefits which are applicable under this Agreement; and
 - the rights of any Employee being replaced.
- 8.3.4 Subject to clause 9, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clause 38.
- 8.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination (where the date of cessation of employment is stated at the time of appointment)
 - jury service leave
 - redundancy.

8.4 Casual Employee

- 8.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 8.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 3B or 4B. This rate of pay includes a loading in lieu of paid leave entitlements.
- 8.4.3 A Casual Employee is not entitled to any of the following benefits under this Agreement:

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- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- jury service leave
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- accident make-up pay

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

8.4.5 An Employer must not employ a Casual Employee, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 35 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

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

9 QUALIFYING PERIOD

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

9.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 38 and does not need to comply with any due process or performance management policies or procedures in place from time to time.

9.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to one (1) weeks notice or payment in lieu of notice.

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

10 LETTER OF APPOINTMENT

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

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11 REMUNERATION PACKAGING

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.

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

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

12 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.

13 PAYMENT ARRANGEMENTS

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

14 PERSONAL LEAVE

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

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

14.3 Entitlement

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

14.3.2 For a Full Time Employee, the personal leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal leave on a pro rata basis based on specified hours in clause 35.

14.3.3 Paid sick leave is taken by the Employee because of a personal illness or injury.

14.3.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the

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member. A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 35. Carer's leave, if not used in any year, does not accrue as a separate entitlement.

14.3.5 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.

14.3.6 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.

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

14.3.8 An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a 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 exceeds five days in the one year.

14.3.9 An 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.

15 COMPASSIONATE LEAVE

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

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

15.3 Entitlement

15.3.1 An Employee may take three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when

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the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

15.3.2 In addition to the entitlement in 15.3.1, an Employee is entitled to use up to two (2) days of the Employee's 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 15.3.1 shall apply.

15.3.3 Compassionate 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.

15.3.4 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.

16 INFECTIOUS DISEASES LEAVE

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

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

16.2 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.

17 PUBLIC HOLIDAYS

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

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

17.2 In the event that an Employee is are required to work on Labour Day, Anzac Day, Queen's Birthday and Melbourne Cup Day, the College will substitute another day (usually a Jewish holyday) for each of these days worked;

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Subject to approval by the College, an Employee may take any public holidays on which the College is open as part of their annual leave.

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

18 PARENTAL LEAVE

18.1 Relationship with Act

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

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

18.2 Application

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

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

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

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

18.3 Definitions

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

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

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

18.3.3 For the purposes of this clause, **continuous service** means service with the Employer as an Employee during the whole of the period, including any period of authorised leave. For an eligible Casual Employee, **continuous service** means a period during which the Casual Employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer.

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18.3.4A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse.

18.4 Basic entitlement

18.4.1 An Employee is entitled to up to 12 months' unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:

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

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

18.5 Paid Parental Leave

18.6 Where an Employee is granted unpaid parental leave in accordance with the Act and clause 18 – Parental Leave of this Agreement to be the primary caregiver of a child, the Employee is entitled to paid parental leave of the following:

18.6.1 Subject to 18.4.1 and 8.4.4 a Employee is entitled to 12 weeks paid maternity leave and 40 weeks unpaid maternity leave if the Employee member has completed 12 months continuous service with the College immediately preceding the date on which she commences maternity leave;

18.6.2 Subject to 18.4.1 and 8.4.4 a Employee will be entitled to 14 weeks paid maternity leave and 38 weeks unpaid maternity leave if the Employee has completed 12 months continuous service with the College immediately preceding the date on which she commences maternity leave. This is to apply for requests to commence maternity leave on or after 1 January 2010:

18.6.3 Subject to 18.4.1 and 8.4.4, a Employee is entitled to 12 weeks paid adoption leave and 40 weeks unpaid adoption leave if the Employee has completed 12 months continuous service with the College immediately preceding the date on which the employee commences adoption leave;

18.6.4 Subject to 18.4.1 and 8.4.4, a Employee will be entitled to 14 weeks paid adoption leave and 38 weeks unpaid adoption leave if the Employee has completed 12 months continuous service with the College immediately preceding the date on which the employee commences adoption leave. This is to apply for requests to commence adoption leave on or after 1 January 2010:

18.7 During the period of time that the Employee is in receipt of paid parental leave, the Employee is entitled to accrue annual leave, as defined by the Act, personal leave, in accordance with Clause 14 – Personal Leave of this

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Agreement and Long Service Leave in accordance with the *Long Service Leave Act 1992 (Vic.)*

- 18.8 Where a Employee is granted unpaid short paternity leave 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 paid short paternity leave at the Employee's ordinary rate of pay:
- (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.
 - (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
- 18.9 A Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 18.6.1, 18.6.2, 18.6.3, 18.6.4, 18.8(a) and 18.8(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.
- 18.10 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 18.6.1, 18.6.2, 18.6.3, and 18.6.4,.
- 18.11 The parental allowance is not payable during a period of paid leave.
- 18.12 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.
- 18.13 Right to request
- 18.13.1 Simultaneous Leave
 - (a) Subject to 18.13.1(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.
 - (b) An application under 18.13.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.
 - 18.13.2 Additional Long Parental Leave
 - (a) Subject to 18.13.2(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities
 - (b) An application under 18.13.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave

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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.

18.13.3 Part Time Work

(a) Subject to 18.13.3(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 18.13.3(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.

18.13.4 Request to be considered

(a) The Employer shall consider any request made pursuant to 18.13.1, 18.13.2 or 18.13.3 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 18.13.1, 18.13.2 or 18.13.3 must be recorded in writing.

18.14 Ordinary maternity leave

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

(a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate); and

(b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

18.14.2 When the Employee gives notice under 18.14.1(b) the Employee must also provide a statutory declaration stating the following:

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

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- 18.14.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason.
- 18.14.4 Subject to clause 18.4.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.
- 18.14.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.
- 18.14.6 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 18.14.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.
- 18.14.7 Where the Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.
- 18.15 Special maternity leave
- 18.15.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 18.15.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 18.15.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.
- 18.15.4 Where leave is granted under clause 18.14.4, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 18.15.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 18.15.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

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18.15.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:

(a) a medical certificate from a medical practitioner containing the following statements:

- that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- what the expected date of birth would have been if the pregnancy had gone to full term;
- that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
- that the Employee is, was, or will be unfit for work during a stated period.

(b) a statutory declaration made by the Employee containing the following statements:

- that the employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
- that the employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.

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

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

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

18.16 Paternity leave

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

(a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or

(b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was

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not reasonably practicable for the Employee to comply with 18.16.1(a) because of the premature birth of the child or any other compelling reason; and

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

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

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

18.16.3 The Employee will not be in breach of 18.16.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

18.17 Adoption leave

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

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

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

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

18.17.4 A notice under 18.17.1, 18.17.2 or 18.17.3 must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

18.17.5 An Employee must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no

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later than 14 days before the proposed day of placement of the child. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of short adoption leave.

- 18.17.6 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of long adoption leave.
- 18.17.7 The Employee must also give his or her Employer the following documents:
- (a) a statement from the adoption agency of the day when the placement is expected to start, and
 - (b) a statutory declaration made by the Employee stating
 - whether the Employee is taking short adoption leave, long adoption leave or both;
 - the first and last days of the period or periods of leave to be taken;
 - that the child is an eligible child;
 - that the Employee intends to be the primary care-giver at all times while on the long adoption leave; and
 - that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.
- 18.17.8 An Employee may take:
- (a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
 - (b) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.
- 18.17.9 Where the placement of a child for adoption with an Employee
- does not commence, the Employee is not entitled to leave; or
 - commences but is discontinued or cancelled, the Employee's entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than 4 weeks after the day the notice is given, any untaken long adoption leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.
- 18.17.10 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the

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Employee, the Employer may require the Employee to take such leave instead.

18.18 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 18.13.2.

18.19 Transfer to a safe job

18.19.1 Subject to 18.19.2 and 18.19.3, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

18.19.2 This subclause applies to an Employee if

- (a) the Employee is entitled to ordinary maternity leave; and
- (b) the Employee has already complied with the documentation requirements under 18.14; and
- (c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position.

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

- (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 18.19.4(b); or
- (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 18.19.4(b).

18.19.4 If the Employee takes paid leave under 18.19.3:

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

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pregnancy.

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

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

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

(b) may further extend the period of ordinary maternity leave, long paternity leave or long adoption leave by agreement with the Employer.

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

18.20.3 To avoid doubt, this subclause does not apply to the right to request provision in 18.13.2.

18.21 Returning to work after a period of parental leave

18.21.1 An Employee will notify the Employer of the Employee's intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

18.21.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 18.19, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A Part Time Teacher will be entitled to the same time fraction.

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

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

18.22 Replacement employees

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

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

18.23 Communication during parental leave

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- 18.23.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 18.23.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- 18.23.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 18.23.1.

19 LONG SERVICE LEAVE

- 19.1.1 An Employee is entitled to long service leave. The Long Service Leave Act 1992 (Vic.), as amended from time to time, specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.
- 19.1.2 An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- 19.1.3 Long Service leave may first be taken on completion of seven years of continuous employment with the employer
- 19.1.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the Long Service Leave Act 1992 (Vic.).
- 19.1.5 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 19.1.6 An employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
- 19.1.7 An 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.
- 19.1.8 An Employee should discuss with the employer their intention to take long service leave as far in advance of taking the leave as is practicable.
- 19.1.9 An 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.

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19.2 Illness on Long Service Leave

19.3 Subject to the requirements of 19.4, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

19.4 The Employee's application under 19.3:

- 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.

19.5 The College and the Employee may agree for the Employee 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).

19.6 Taking of Long Service Leave

19.6.1 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;

19.6.2 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;

19.6.3 Where the Employee does not take long service leave in accordance with 19.6.1 or 19.6.2, the College may direct the Employee to take long service leave;

19.6.4 Where the Employee requests to take long service leave in accordance with 19.6.1 or 19.6.2 or where the College directs the Employee to take long service leave in accordance with 19.6.3 a minimum of six month's notice is required.

19.6.5 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;

19.6.6 Employees with 10 or more years of continuous employment with the College as at 1 January 2010, with an outstanding accrued long service

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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;

19.6.7 Upon each subsequent period of ten (10) years of continuous employment, the 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;

19.6.8 Where the Employee does not take long service leave in accordance with 19.6.5, 19.6.6 or 19.6.7 the College may direct the Employee to take long service leave;

19.6.9 Where the Employee requests to take long service leave in accordance with 19.6.5, 19.6.6 or 19.6.7 or where the College directs the Employee to take long service leave in accordance with 19.6.8, a minimum of six month's notice is required.

20 LEAVE WITHOUT PAY

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

21 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

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

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

- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave

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

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

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21.5 "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."

22 WITHHOLDING OF MONIES

22.1.1 Subject to 22.1.2, in the event that an Employee does not provide the full notice required by 38, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

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

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

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

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

23 REDUNDANCY

23.1 Definition

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

23.2 Redundancy Disputes

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

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

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

23.3 Transfer to lower paid duties

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

23.4 Severance Pay

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

<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.

23.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 22.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

23.6 Alternative employment

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

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23.7 Time off during notice period

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

24 ANNUAL LEAVE LOADING

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

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

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

24.3 The Employer will pay the employee their 17.5% leave loading entitlement within each salary payment throughout the Calendar Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

25 MEAL ALLOWANCE

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

26 BREAKAGE AND LOSS

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

27 PROTECTIVE CLOTHING

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

28 JURY SERVICE LEAVE

28.1 Entitlement

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

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

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

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

28.1.5 Subject to 27.1.2 to 27.1.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 27.1.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

29 EXAMINATION LEAVE

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

30 QUALIFICATION CONFERRAL LEAVE

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

31 MISCELLANEOUS BENEFITS AND ENTITLEMENTS

31.1 An 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.

31.2 An 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. An 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.

31.3 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.

31.4 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 A Part Time Employee by the College on termination of employment.

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31.5 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.

32 ADVERTISING OF POSITIONS

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

33 TERMINATION OF EMPLOYMENT

33.1 Termination by the School

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

33.1.1 Redundancy

Where termination takes place for reasons of redundancy, clause 23 will apply.

33.1.2 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 33.1.3 and 33.1.4 (Due Process) below.

33.1.3 Commencement of Due Process

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

- the School's concerns with the Employees 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.

33.1.4 Due Process Meetings

Due process meetings will:

- include discussion of the School's concerns with the Employees 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.

33.2 Unsatisfactory Conduct

33.2.1 Where termination of employment may take place for reasons related to unsatisfactory conduct, the School will investigate the alleged misconduct,

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provide the employee with an opportunity to respond to the allegations and take disciplinary action deemed appropriate by the School. 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.

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

33.2.3 The services of an 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.

The above list is not intended to be exhaustive or to limit the matters for which the Employer may consider taking action for and might otherwise be considered serious misconduct at common law.

33.2.4 Procedure for instituting summary dismissal:

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

- The Employee may be suspended following consultation with the Employee to determine whether there are any other appropriate alternatives to suspension.
- 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 Employee's explanation.
- The College then determines the outcome.

PART 3 – CONDITIONS OF EMPLOYMENT FOR CLERICAL AND GROUNDS / MAINTENANCE EMPLOYEES

34 CLASSIFICATIONS AND SALARIES

34.1 Schedule 3A sets out the classification structure for a Clerical Employee.

34.2 Schedule 3B sets out the salary for a Clerical Employee.

34.3 To the extent necessary, the Employer and the Clerical Employee agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

34.4 Schedule 4A sets out the classification structure for a Grounds and Maintenance Employee.

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34.5 Schedule 4B sets out the salary for a Grounds and Maintenance Employee.

34.6 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

35 HOURS OF WORK

35.1 The ordinary hours of work for a Full Time Employee covered by this agreement will be 35 hours per week.

35.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

35.3 The Employer may require an Employee covered by this agreement to work reasonable additional hours, in accordance with the arrangement specified in Schedule 3B and Schedule 4B.

35.4 Unless otherwise agreed pursuant to 35.5 the ordinary hours of work for an Employee whose employment is covered by this agreement ordinary will be:

- Summer (as defined in the College Calendar) - 8.30a.m and 4.30p.m from Monday to Thursday and between 8.00a.m and 4.00 p.m. on Friday: and;
- Winter (as defined in the College Calendar) - 8.30a.m and 4.30p.m from Monday to Thursday and between 8.00a.m and 3.45 p.m. on Friday.

35.5 To the exclusion of 35.4, the Employer and an Employee covered by this agreement may agree upon the arrangement for the Employee's ordinary hours of work, including but not limited to:

- i. daily starting and finishing times;
- ii. the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
- iii. attendance at School meetings; and
- iv. flexible work arrangements.

35.6 The Employer and an Employee covered by this agreement may agree to vary the hours of work arrangements at any time.

36 ANNUAL LEAVE

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

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

36.3 An Employee covered by this agreement is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

36.4 An Employee covered by this agreement must generally take an amount of annual leave during a shut down period. The shut down is defined as a

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period where the Employer shuts down the business, or any part of the business, in which the Employee works.

- 36.5 Where an Employee covered by this agreement has not accrued sufficient annual leave to be taken during the shut down period, the will be entitled to leave which will be unpaid.

37 ADDITIONAL LEAVE

- 37.1 The Employer may engage and require an Employee covered by this agreement to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).
- 37.2 For the purpose of this subclause, additional leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require an Employee covered by this agreement to work.
- 37.3 An Employee covered by this agreement is entitled to public holidays falling during additional leave.
- 37.4 As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.
- 37.5 The annual salary of an Employee covered by this agreement, in receipt of additional leave, is calculated using the following formula:

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

where:

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

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

C = full-time weekly salary (refer to Schedule 3B and 4B)

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

provided that the adult weekly salary, where adjusted for additional leave, will not be less than the Federal Minimum Wage of \$14.31 per hour from the first pay period commencing on or after 1 October 2008, as adjusted from time to time after this date.

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

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Note 2: The Employer and an Employee covered by this agreement may change the additional leave arrangements by mutual agreement

- 37.6 As additional leave is not paid leave, the remuneration of an Employee covered by this agreement entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 13 (Payment Arrangements).

38 NOTICE OF TERMINATION

- 38.1 In order to terminate the employment of an Employee covered by this agreement, the Employer must give four (4) weeks notice to the Employee.
- 38.2 In addition to the notice prescribed in 38.1, an Employee covered by this agreement over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.
- 38.3 The Employer may elect to provide payment in lieu of the prescribed notice in 38.1 and 38.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Employee would have been entitled to, had employment continued until the end of the required period of notice.
- 38.4 The notice of termination required to be given by an Employee covered by this agreement is the same as that required of the Employer, save and except that there is no requirement upon the Employee to give additional notice based upon the age of the Employee concerned.
- 38.5 The Employer and an Employee covered by this agreement may agree in writing to vary the period of notice required under 38.1 and 38.2, provided that the agreed period of notice will not be less than that required by this Agreement.
- 38.6 The notice period in this clause and in clause 9 do not apply where the clerical Employee is guilty of serious misconduct.

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EXECUTED as an Agreement this day of 2009.

Signed for and on behalf of:

Signed for and on behalf of:

[Legal Name].

[ABN/ACN]

Principal

Address

Authority to Sign

In the presence of

Witness

The [school]

as represented by

Name in Print

Authority to Sign

Signature

In the presence of

Witness

**SCHEDULE 3A
CLASSIFICATION STRUCTURE (CLERICAL EMPLOYEES)**

3A.1 Classifying positions

3A.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Clerical Employee, as determined by the Employer.

3A.1.2 Upon commencement of employment, the Employer will advise the Clerical Employee in writing of the classification level of the Clerical Employee's position of employment and of any change to the Clerical Employee's classification level.

3A.2 Grade 1

3A.2.1 General work description

The Clerical Employee undertakes a variety of routine duties largely of a clerical and administrative nature. The Clerical Employee applies knowledge and skills to a limited range of tasks. With experience, the Clerical Employee applies knowledge and skills to a wider range of tasks and is responsible for assuring the quality of the Clerical Employee's work.

3A.2.2 Qualifications

The Clerical Employee is not required to have a formal qualification. As the Employer provides relevant on-the-job training, this position does not require specific skills, prior experience or prior training.

3A.2.3 Supervision

3A.2.3(a) The Clerical Employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work performed is regularly checked.

3A.2.3(b) With experience, the Clerical Employee is required to perform a wider range of functions under direct supervision. The Clerical Employee receives specific direction on what is required and how the duties are to be performed, which leads to routine direction, as knowledge is gained of the required tasks and procedures. The Clerical Employee is subject to regular monitoring and progress checks. The Clerical Employee, after gaining experience, may exercise some degree of autonomy and discretion.

3A.2.3(c) The Clerical Employee is not required to supervise other Employee s.

3A.2.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

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- undertaking basic clerical and keyboard duties;
- providing general administrative support, including the preparation of documents, obtaining data from given sources and receiving/recording enrolment data;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing standard reports from databases;
- maintaining basic written records, including filing;
- counting, receipting and recording monies and preparing banking documentation.

3A.3 Grade 2

3A.3.1 General work description

The Clerical Employee is required to perform a wider range of functions. The Employee is responsible and accountable for their work and is required to exercise a degree of judgement and initiative within a broad range of their skills and knowledge

3A.3.2 Qualifications

The Clerical Employee is required to undertake duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate/diploma or equivalent or from on-the-job experience considered relevant by the Employer.

3A.3.3 Supervision

3A.3.3(a) The Clerical Employee receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach. The Clerical Employee is normally subject to progress checks usually confined to the unusual or difficult aspects of the work and has work reviewed upon completion. The Clerical Employee has the technical knowledge and/or experience to perform the standard duties, usually without technical instruction.

3A.3.3(b) The Clerical Employee operates with a fair degree of autonomy and may be required to supervise Category 1 Clerical Employees (or equivalent). The Clerical Employee is responsible for assuring the quality of the Clerical Employee's work and may have some responsibility for assuring the quality of work of other Employees under the Clerical Employee's supervision.

3A.3.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- the work requirements of Level 1, which are performed with a higher level of autonomy and responsibility and a lower level of supervision;
- providing general administrative support, including the preparation of non-standard documents, obtaining data from a range of sources and processing student admissions, registrations, enrolments and transfers;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing a range of reports, including non-standard reports, from databases;

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- providing data and document production services;
- liaising with and providing general information about the School's operations to parents, students and Employees, in accordance with policies and procedures.

3A.4 Grade 3

3A.4.1 General work description

The Clerical Employee, in addition to the knowledge and skills required at Category 2, would be required to directly supervise other employees in a large reasonably autonomous unit within, or across, the workplace. The Clerical Employee, under general direction, assists with the coordination of School services, such as financial services.

Alternatively, the Clerical Employee may be in a support role to a senior administrator, and would generally be required to manage a specific support function or assist the senior administrator in the management of support functions.

The Clerical Employee may be required to supervise A Part Time Employee delivering a single support function.

3A.4.2 Qualifications

The Clerical Employee, in addition to the knowledge and skills required at Level 3, is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.

3A.4.3 Supervision

3A.4.3(a) The Clerical Employee receives limited direction, such as instruction in the form of the required objectives, and has work measured in terms of the achievement of stated objectives. The Clerical Employee is competent and experienced in a technical sense and requires little guidance during the performance of work. The Clerical Employee is required to use initiative, exercise discretion and perform work to a high level.

3A.4.3(b) The Clerical Employee would normally be responsible to a Senior Manager and would be required to supervise Category 1 and category 2 employees (or equivalent). The employee is responsible for the allocation of work, coordinating workflow, checking the progress of work, the quality of work and problem-solving.

3A.4.4 Work requirements

As a general guide, work requirements at this level may include but are not limited to:

- coordinating the delivery of administrative services within the School;
- in consultation with a Senior Manager, determining and managing work priorities of the School office;
- developing and implementing strategies to ensure effective administration procedures;
- managing the School's records system, including computerised student, Employee and School records;
- managing the School's financial records and preparing financial reports;
- preparing financial documentation and data for budget preparation;

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- reconciling School expenditure against budget, including advising employees with budget responsibilities on expenditure against budget;
- managing School payroll, together with maintaining employee records;
- researching, preparing and presenting reports and data.

SCHEDULE 3B - SALARIES (CLERICAL EMPLOYEES)

Salaries for Employees will be increased by 3.5% at 1 February 2010 and by 3.5% at 1 February 2011. Salaries beyond 1 February 2011 will be reviewed annually taking into consideration performance and market rate movements. In considering salary reviews, regard will be had to movements in the Australian Consumer price index from the January quarter of the previous year to the December quarter, commercial market salary rates, developments in the wider educational sector and the College's financial position.

3B.1 Annual Salary

3B.1.1 A Full Time Clerical Employee is entitled to be paid not less than the following annual salary relevant to the Clerical Employee's classification.

Category / Grade	First pay period commencing on or after		
	1/2/09 \$	1/2/10 \$	1/2/11 \$
Grade 1			
Level 1	32179	33305	34470
Level 2	33127	34286	35486
Level 3	34072	35264	36498
Grade 2			
Level 1	37859	39148	40518
Level 2	41644	43101	44610
Level 3	45429	47019	48664
Grade 3			
Level 1	46942	48584	50285
Level 2	48459	50155	51910
Level 3	49974	51723	53533

3B.2 Weekly Salary

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

3B.3 Part Time Salary

A Part Time Clerical Employee is paid per hour worked an amount not less than 1/35th of the weekly rate of appropriate to the Clerical Employee's classification.

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3B.4 Casual Rate of Pay

A Casual Clerical Employee is paid per hour worked an amount not less than 1/35th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

3B.5 Junior Salary

A Full Time junior Clerical Employee classified at Category 1 pursuant to Schedule 3A, is entitled to be paid not less than the following percentage of the full time salary relevant to the Clerical Employee's classification.

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

3B.6 Additional Hours

3B.6.1 Where the Employer requires a Clerical Employee to work more than 140 hours over a four-week period, the Employer will pay the Clerical Employee for the additional hours worked at the ordinary time rate of pay with the next salary payment.

3B.6.2 As an alternative to 3B.6.1, the Employer and a Clerical Employee may agree to a further averaging arrangement. Such arrangement must be:

- by mutual agreement,
- agreed within four weeks of the time being worked, and
- recorded in writing by the Employer, with a copy provided to the Clerical Employee.

3B.6.3 Where the agreed arrangement in 3B.6.2 is not implemented in accordance with the written agreement, the Employer will pay the Clerical Employee for the additional hours worked at the ordinary time rate of pay with the next salary payment.

3B.6.4 Where the Employer requests a Clerical Employee to work more than five hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within in any consecutive five-day period, the Clerical Employee may refuse to work all hours on excess of five hours.

**SCHEDULE 4A
CLASSIFICATION STRUCTURE (GROUNDS & MAINTENANCE EMPLOYEES)**

4A.1 Classifying positions

4A.2 Maintenance and Horticulture Employee Level 1

An employee at this level undertakes one or more of the following duties:

- Works under direct supervision either individually or in a team environment;
- Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns, and displays;
- Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- Performs routine maintenance of turf, synthetic, artificial and other play surfaces;
- Performs non-trade tasks incidental to his or her work.

4A.3 Maintenance and Horticulture Employee Level 2

- Operates, maintains and adjusts turf machinery under general supervision;
- Cleans machinery and inspects machinery after each use under general supervision;
- Applies fertilisers, fungicides, herbicides and insecticides under general supervision;
- Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- Performs routine maintenance of turf, synthetic, artificial and other play surfaces;
or
- Performs tasks incidental to his or her work.

4A.4 Supervisor

An employee appointed to this level reports directly to either the Operations Manager or Head of Operations as appropriate and undertakes three or more of the following duties:

- Responsible for supervision of all Employees involved in daily course maintenance;
Responsible for planning, scheduling and supervision of all aspects of turf maintenance;
- Supervises and participates in the operation and maintenance of pumps, irrigation equipment and drainage systems;
- Instructs operators in the safe and efficient operation of all equipment associated with turf maintenance;
- Supervises the majority of chemical and fertiliser applications and undertakes the appropriate training of operators in this field;
- Allocates specific daily duties having regard to the Employee Level 1 and 2 work program; or

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- Undertakes the duties of the Turf Management Employee Level 2 in his or her absence.

4A.5 Tradesperson - Operations

An employee at this level has completed trade or equivalent qualifications or gained through experience the knowledge to undertake three or more of the following duties (including non-trade tasks incidental to his or her work):

- Operates, maintains and adjusts machinery as appropriate;
- Maintenance and repair of College property where possible. This may include repair and minor renovation work involving carpentry and/or painting and/or welding;
- The collecting and removal of rubbish from the College premises on a daily basis.
- Responsible for supervision of all Employees involved in daily course maintenance.
- The buildings, plant and equipment are maintained and developed to a condition that supports the College in its mission to deliver quality educational outcomes and comply with all relevant codes and regulations.
- Coordinate in conjunction with the Operations Manager the setup and dismantle of functions, events and meetings at the College's three campuses.
- Manage the provision of any other service, which is required to enable the College to provide its educational programs.
- Effectively communicate with all parties including Employees, parents, students and contractors as required to ensure that all aspects of their function is completed in professional manner and within agreed timelines and budgets.

SCHEDULE 4B - SALARIES (GROUNDS & MAINTENANCE EMPLOYEES)

Salaries for Employees will be increased by 3.5% at 1 February 2010 and by 3.5% at 1 February 2011. Salaries beyond 1 February 2011 will be reviewed annually taking into consideration performance and market rate movements. In considering salary reviews, regard will be had to movements in the Australian Consumer price index from the January quarter of the previous year to the December quarter, commercial market salary rates, developments in the wider educational sector and the College's financial position.

4B.1 Annual Salary

4B.1.1 A Full Time Grounds and Maintenance employee is entitled to be paid not less than the following annual salary relevant to the Sportsground Maintenance and Venue Presentation Employee's classification.

Category / Grade	First pay period commencing on or after		
	1/2/09	1/2/10	1/2/11
	\$	\$	\$
<u>Maintenance & Horticultural</u>			
Level 1	37,000	38,295	39,635
Level 2	39,500	40,882	42,312
Supervisor	45,000	46,575	48,205
Tradesperson	42,000	43,470	44,941

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4B.2 Weekly Salary

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

4B.3 Part Time Salary

A Part Time Grounds and Maintenance person is paid per hour worked an amount not less than 1/35th of the weekly rate appropriate to the employee's classification.

4B.4 Casual Rate of Pay

A Casual Grounds and Maintenance is paid per hour worked an amount not less than 1/35th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

4B.5 Junior Salary

A Full Time junior Grounds and Maintenance classified at Level 1 or Level 2 pursuant to Schedule 4A, is entitled to be paid not less than the following percentage of the full time salary relevant to the Clerical Employee's classification.

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

4B.6 Additional Hours

4B.6.1 Where the Employer requires a Sportsground Maintenance and Venue Presentation Employee to work any hours in excess of the employee's ordinary hours, the employee will be entitled to the following;

4B.6.1a time off in lieu of ordinary time to be taken within 4 weeks of the excess hours worked or

4B.6.1b paid overtime at the rate of time and a half for the first two hours and double time thereafter, with the next salary payment.

4B.6.2 Except as provided in 4B.6.1b, time worked on Saturday whether in excess of 35 hours a week shall be paid at the rate of time and a half for the first two hours and double thereafter. All time worked on Sunday will be paid at the rate of double time, with a minimum payment of four hours work.

4B.6.3 If time off in lieu is not arranged by the employer as per 4B.6.1a then the employee will be entitled to be paid in the first pay period falling after the 4 week period passing as per 4B.6.1b or 4B.6.2 as applicable

4B.6.3 A tea break of 20 minutes duration, to be counted as time worked will be allowed each working day to each individual employee at a time to be arranged by the employer

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4B.6.4 Where the Employer requests a Sportsground Maintenance and Venue Presentation Employee to work more than five hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within in any consecutive five-day period, the Grounds and Maintenance Employee may refuse to work all hours on excess of five hours.