



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Aitken College Limited T/A Aitken College
(AG2023/498)

AITKEN COLLEGE AGREEMENT 2023-2025

Educational services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 10 MARCH 2023

Application for approval of the Aitken College Agreement 2023-2025

[1] Aitken College has applied for approval of an enterprise agreement known as the *Aitken College Agreement 2023-2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) and is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 March 2023. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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**AITKEN COLLEGE AGREEMENT
2023 - 2025**

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Aitken College Agreement –2023 - 2025 (the 'Agreement') and is made pursuant to s.172 of the *Fair Work Act 2009* (Cth.).

2 ARRANGEMENT

This Agreement is arranged as follows.

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Schedule Title

Schedule Number

Teachers

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School Support Staff

Classification Structure (School Support Staff)	2A
Salaries (School Support Staff with School Holidays)	2B
Salaries (School Support Staff with Annual Leave)	2C

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission in accordance with s.54 of the Act.

3.2 The nominal expiry date of the Agreement is 31 December 2025.

4 COVERAGE

4.1 This Agreement covers:

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

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

5 RELATIONSHIP TO AWARDS AND THE NES

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

5.2 NES PRECEDENCE

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6 DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Awards	means the following: <ul style="list-style-type: none">• <i>Educational Services (Teachers) Award 2020</i>; and• <i>Educational Services (Schools) General Staff Award 2020</i> or their successor(s)
Casual Employee	means an Employee employed pursuant to clause 10 of this Agreement
Employee	means a person covered by this Agreement
Employer	means Aitken College ABN 22 616 193 616
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment.
Fixed Term Employee	means an Employee employed pursuant to clause 10 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 10 of this Agreement.
FWC	means the Fair Work Commission, or its successor
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, although not legally married to the Employee, lives with the Employee in a relationship

	<p>as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and</p> <ul style="list-style-type: none"> child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
NES	means the National Employment Standards, contained in Pt 2-2 of Ch 2 of the <i>Fair Work Act 2009</i> (Cth)
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to clause 10 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 4 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is engaged to undertake the duties of a Teacher, which includes the delivery of Aitken College's educational program and the assessment of student participation in the educational program
Principal	means Principal of Aitken College or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i>
Registered Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia.
School	means Aitken College Limited (ABN 22 616 193 616)
School Support Staff	<p>Means a person who is employed in the following occupational groups:</p> <ul style="list-style-type: none"> ancillary staff (ancillary to the process of teaching); clerical and administration staff; grounds and maintenance staff; <p>It excludes the Deputy Principal, Assistant Principals, Finance Manager, Director of Admissions, Director of People and Culture, Compliance Manager, Technical Operations Manager, Property Manager, Accountant (who is eligible for the Association of Taxation and Management Accountants, the Institute of Chartered Accountants in Australia, the Australian Society of certified practising Accountants or the IPA Institute of Public Accountants) and the Executive Assistant to the Principal.</p>
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools

School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic.) or its successor(s)
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor(s)

7 DISPUTE RESOLUTION PROCEDURE

- 7.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 7.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 7.5 the FWC may deal with the dispute in 2 stages:
- 7.5.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 7.5.2 if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note* If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 7.6 While the parties are trying to resolve the dispute using the procedures in this term:
- 7.6.1 An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

7.6.2 An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

7.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

8 AGREEMENT FLEXIBILITY

8.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

8.1.1 the agreement deals with 1 or more of the following matters:

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

8.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in subclause 8.1.1; and

8.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

8.2.1 are about permitted matters under s.172 of the Act; and

8.2.2 are not unlawful terms under s.194 of the Act; and

8.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

8.3 The Employer must ensure that the individual flexibility arrangement:

8.3.1 is in writing; and

8.3.2 includes the name of the Employer and Employee; and

8.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

8.3.4 includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Employer or Employee may terminate the individual flexibility arrangement:
 - 8.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 8.5.2 if the Employer and Employee agree in writing — at any time.

9 INTRODUCTION OF MAJOR CHANGE

- 9.1 This clause applies if the Employer:
 - 9.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - 9.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- 9.2 For a major change referred to in clause cl.9.1.1:
 - 9.2.1 the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - 9.2.2 cl.9.3 to 9.9 apply.
- 9.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.
- 9.4 If:
 - 9.4.1 a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
 - 9.4.2 the Employee or Employees advise the Employer of the identity of the Representative;the Employer must recognise the Representative.
- 9.5 As soon as practicable after making its decision, the Employer must:
 - 9.5.1 discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 9.5.2 for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and

(iii) any other matters likely to affect the Employees.

- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause cl.9.2.1, 9.3 and 9.5 are taken not to apply.
- 9.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- 9.9.1 the termination of the employment of Employees; or
 - 9.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - 9.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 9.9.4 the alteration of hours of work; or
 - 9.9.5 the need to retrain Employees; or
 - 9.9.6 the need to relocate Employees to another workplace; or
 - 9.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 9.10 For a change referred to in cl.9.1.2:
- 9.10.1 the Employer must notify the relevant Employees of the proposed change; and
 - 9.10.2 cl.9.11 to 9.15 apply.
- 9.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.
- 9.12 If:
- 9.12.1 a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
 - 9.12.2 the Employee or Employees advise the Employer of the identity of the Representative;
the Employer must recognise the Representative.
- 9.13 The Employer must:
- 9.13.1 discuss with the relevant Employees the introduction of the change; and
 - 9.13.2 for the purposes of the discussion—provide to the relevant Employees:
 - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and

- (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- 9.13.3 invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 9.16 For the purposes of cl.9.10 to 9.15, a School's educational timetable in respect of academic classes and student activities, which:
- 9.16.1 may operate on a term, semester or a School Year basis, and
 - 9.16.2 ordinarily changes between one period of operation and the next, and
 - 9.16.3 may change during the period of operation,
 - is not a regular roster.
- 9.17 However, where a change to a School's educational timetable directly results in a change to:
- 9.17.1 the number of ordinary hours of work of an Employee, or
 - 9.17.2 the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - 9.17.3 the days over which the Employee is required to work,
 - cl. 9.11 to 9.15 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in clause 9.1.

10 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.

10.1 Full Time Employees

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

10.2 Part Time Employee

- 10.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- 10.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher,

the Employer will set out in writing the duties and number of hours required (including scheduled class time) to be undertaken.

10.2.3 The Employer will make every reasonable effort to minimise the days over which a Part Time Employee is required to work, subject to the operational needs of the School, unless a different arrangement is made by mutual agreement.

10.2.4 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause 10.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's scheduled class time is deemed to be 18 hours secondary and 20.5 hours primary.

$$\frac{\text{hours of scheduled class time}}{\text{hours of Full Time Teacher's scheduled class time}} \times \text{Annual salary}$$

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

10.2.6 Variation of FTE for Part Time Employees

(a) The Employer cannot make a variation to a Part Time Employee's FTE, except for Music Tutors, within a School Year unless the employee consents to the variation.

(b) The Employer cannot make a variation to a Part Time Employee's FTE from year to year unless:

(i) the Employee consents; or

(ii) where such a variation is required as a result of a change in enrolment, curriculum, program, organisation, structure, technology or funding, the employer provides 8 weeks' notice in writing in the case of a Teacher or 4 weeks' notice in the case of a School Support Staff Member, or where the change would result in a reduction in salary, the salary of the Employee is maintained for a period of 8 weeks in the case of a Teacher or 4 weeks in the case of a School Support Staff Member.

10.2.7 Significant reduction in hours

(a) If a part-time Employee's hours are reduced, without their consent, by more than 25%, then the Employee will be entitled to the provisions of clause 26.

(b) If a part-time Employee's hours are reduced, without their consent, by a total of 25% or more in two consecutive School years, then the Teacher will be entitled to the provisions of clause 26.

10.3 Fixed Term Employee

- 10.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
- to replace one or more Employees who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation;
 - to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year;
 - to replace a teacher who provides notice of resignation after 1 December and before the commencement of the next school year. The period of the appointment must not exceed the end of the following School Year.
- 10.3.2 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.
- 10.3.3 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.
- 10.3.4 Subject to cl.11, 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 cl. 47 and 54
- 10.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- redundancy, if the employment is coming to an end at the nominated cessation date of the Fixed Term contract
 - fee discounts.

10.4 Casual Employee

- 10.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 10.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B and 2B. This rate of pay includes a loading in lieu of paid leave entitlements.
- 10.4.3 The Employer will engage a Casual Teacher for a full day or a half day.

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

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

11 MINIMUM EMPLOYMENT PERIOD

- 11.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period.
- 11.2 If the Employer is to terminate the employment of an Employee during the six month minimum employment period as defined by the Act, the Employer does not need to provide the relevant notice of termination in cl. 47 and 54 and does not need to comply with any due process or performance management or conduct policies or procedures in place from time to time.
- 11.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	7 weeks wholly within the one school term
School Support Staff	4 weeks wholly within the one school term

- 11.4 If the Employee is to resign within the minimum employment period, then the Employee is required to give the same notice required of the Employer in 11.3 above.

12 REMUNERATION PACKAGING

- 12.1 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.
- 12.2 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.

13 SUPERANNUATION

- 13.1 The Employer will make an employer superannuation contribution 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, a request for stapled super fund details will be made to the Australian Tax Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the contribution will be made to The NGS Super Fund or a successor fund.

14 PAYMENT ARRANGEMENTS

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

15 PERSONAL/CARER'S LEAVE

15.1 Personal leave is in accordance with NES (Ch 2, Pt 2-2, Div 7) except where more favourable terms are provided in this Agreement.

15.2 This clause does not reproduce Division 7 of Part 2-2 of the Act in full.

15.3 Entitlement

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

15.3.2 For Full Time Employees, the personal/carer's leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to personal/carer's leave on a pro rata basis.

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

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

15.3.5 Where the Employee has exhausted the paid personal/carer's 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.

15.3.6 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.

15.3.7 Personal/carer's leave accrues as follows:

- (i) in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
- (ii) in the second and subsequent year of service, 15 days at the commencement of that year.

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

15.3.9 An Employee is entitled to sick leave provided that:

- (i) the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
- (ii) the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer for any absence continuous with Non attendance time, a period of leave or a public holiday; and
- (iii) 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.

15.3.10 An Employee is entitled to carer's leave provided that:

- (i) The Employee produces, if required by the School, a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer stating the illness of the person concerned and that the illness is such as to require care by another. In normal circumstances, an Employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

16 COMPASSIONATE LEAVE

16.1 Compassionate leave is in accordance with the NES (Ch 2, Pt 2-2, Div 7), except where more favourable terms are provided in this Agreement.

16.2 This clause does not reproduce Division 7 of Part 2-2 of the Act in full.

16.3 Entitlement

16.3.1 An Employee may take 3 days' paid leave per occasion when:

- (i) a member of the Employee's Immediate Family or household dies;
- (ii) when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life;
- (iii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (iv) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

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

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

16.3.4 The Employee may apply for additional leave on compassionate grounds. The granting of such leave will be at the discretion of the

Principal. For the avoidance of any doubt, any additional leave where granted, will be leave without pay.

17 SPECIAL LEAVE

- 17.1 An Employee is entitled to request special leave, which is taken from the Employee's entitlement to personal/carer's leave.
- 17.2 An Employee may request two days of special leave per year. This entitlement is non-cumulative.
- 17.3 An Employee may request special leave for any of the following reasons:
- 17.3.1 to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
 - 17.3.2 to attend a significant family event (e.g. wedding, graduation etc.) for a member of the Employee's Immediate Family or household;
 - 17.3.3 to organise removal to a new place of residence;
 - 17.3.4 to act as a support person for someone experiencing family and domestic violence;
 - 17.3.5 other reasons, as agreed to by the College.
- 17.4 An Employee must:
- 17.4.1 make a request for special leave in writing and provide the reason for requesting the leave;
 - 17.4.2 make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the College, such notice would not be reasonable; and
 - 17.4.3 take special leave as a full day or as a half-day.
- 17.5 Special leave may be approved at the complete discretion of the Principal or delegate.

18 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

- 18.1 Employees are entitled to family and domestic violence leave in accordance with the NES.

19 INFECTIOUS DISEASES LEAVE

- 19.1 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
- Hepatitis
- Poliomyelitis
- Pulmonary tuberculosis
- Diphtheria
- Meningitis
- Typhoid, or
- Pediculus humanus capitis.

19.2 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.

20 PUBLIC HOLIDAYS

- 20.1 An Employee is entitled to public holidays in accordance with the NES (Ch 2, Pt 2-2, Div 10).
- 20.2 Public holidays that occur during a period of leave for Employees in accordance with cll. 44 and 53 , do not create an additional entitlement.
- 20.3 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 20.4 An agreement made in accordance with cll.20.3 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

21 PARENTAL LEAVE

- 21.1 An Employee is entitled to parental leave in accordance with the NES (Ch 2, Pt 2-2, Div 5) except where this Agreement provides ancillary or supplementary terms.
- 21.2 An Employee, who is entitled to parental leave pursuant to the NES, is automatically entitled to a total of 24 months parental leave when the employee has primary responsibility for the care of the child.
- 21.3 Paid parental leave

An Employee, who is entitled to and takes parental leave pursuant to the NES, and is the primary care giver of the child, shall be entitled to payment, at the Employee's ordinary rate of pay, for sixteen weeks of the period of parental leave, which includes any annual leave that may accrue during this time, the paid parental leave must commence within six weeks of the child being born/adopted.

- 21.4 Paid partner leave
An Employee, who is not the primary care giver of the child, is entitled to be paid for four weeks of paid partner leave. The four weeks must be taken in two separate two-week blocks at least 8 weeks apart and must be taken within six months of the child being born/adopted.
- 21.5 Paid parental leave and paid partner leave will count as service for the purpose of accruing leave under this Agreement. Superannuation is also payable in respect of paid parental leave and paid partner leave.
- 21.6 A parental leave payment under clause 21.3 or 21.4 will not be made in relation to a second or subsequent period of parental leave unless the Employee has provided 12 months of continuous service since the last period of parental leave.
- 21.7 Where the College employs both parents of the child, only one parent will be entitled to a paid parental leave under clause 21.3 but the other parent will be eligible to receive paid partner leave under clause 21.4.

22 LONG SERVICE LEAVE

- 22.1 An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018* (Vic), as applicable. This Agreement provides ancillary or supplementary terms.
- 22.2 An employee is entitled to 13 weeks Long Service Leave upon the completion of 10 years of continuous employment with the Employer. An employee is entitled to additional six and a half weeks' Long Service Leave for each additional five years of continuous employment with the Employer. An employee accrues Long Service Leave at the rate of 1.3 weeks per year of continuous employment.
- 22.3 An employee is entitled to take pro rata long service leave upon the completion of seven years of continuous employment.
- 22.4 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- 22.5 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.
- 22.6 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. However, where the NES provides an Employee with a higher entitlement for long service leave, the NES entitlement will apply.
- 22.7 Illness on Long Service Leave

An Employer may require an Employee who claims personal leave whilst on long service leave, to be examined by a Registered Health Practitioner who is reasonably accessible to the Employee. Subject to the requirements of 22.8, on production of a supporting medical certificate an Employee who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the Employee is entitled to sick leave.

22.8 The Employee's application under 22.7:

- 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 Medical 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.

23 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, except for long service leave.

24 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

24.1 Subject to cl.24.2, where an Employee becomes entitled to compensation payments under the WIRC Act, the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:

(i) the amount of compensation payable under the WIRC Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and

(ii) the amount that would have been payable under the Agreement (including the Employee's entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.

24.2 Accident make-up pay will be paid for a maximum of 39 weeks, inclusive of non-attendance time, in respect of the same injury. Accident make-up pay will not be payable if the Employee is on any form of paid leave.

24.3 If an Employee is absent from work because of an illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then the Employee accrues entitlements in accordance with the relevant legislation.

Note: A Teacher does not accrue an entitlement to paid non-term weeks (excluding the entitlement to annual leave) whilst in receipt of compensation payments.

24.4 An Employee will cease to be entitled to accident make-up pay on the date upon which any of the following occur:

- (a) the Employee ceases to have an entitlement to receive weekly payments under the WIRC Act;
- (b) the Employee's employment is lawfully terminated by the Employer for any reason;
- (c) the Employee resigns; or
- (d) the Employee dies.

25 WITHHOLDING OF MONIES

- 25.1 If a Teacher fails to give the notice specified in cl. 11 or 47 the Employer may deduct from wages due to the Teacher under this Agreement, an amount that is no more than two (2) weeks' wages for the Teacher.
- 25.2 If a School Support Staff Employee who is at least 18 years old, fails to give the notice specified in cl. 11 or 54 the Employer may deduct from wages due to the School Support Staff Employee under this Agreement, an amount that is no more than one (1) week's wages for the School Support Staff Employee.
- 25.3 If the Employer has agreed to a shorter period of notice than that required under cl. 11, 47 or 54, then no deduction can be made under cl. 25(a) or 25(b).
- 25.4 Any deduction under cl. 25(a) or 25(b) must not be unreasonable in the circumstances.

26 REDUNDANCY

26.1 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.

26.2 Redundancy Disputes

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

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

26.2.2 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 effects of any proposed redundancies on the Employees concerned.

26.3 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.

26.4 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	5 weeks' pay*
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	16 weeks' pay
5 years and less than 6 years	20 weeks' pay
6 years and less than 10 years	24 weeks' pay
More than 10 years of service	26 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 or accident make-up pay was applicable but will not include any period of unpaid leave except at the discretion of the Employer. Unpaid leave does not count as service but will not break continuity of employment.

26.5 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 cl.26.4 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.

26.6 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.

26.7 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. This can be taken as part-days, so long as the cumulative total for each week of the notice period does not exceed one day.
- 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.

27 ANNUAL LEAVE LOADING

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

27.2 The annual leave loading is paid to the Employee with each salary payment

throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.3426 per cent. The annual leave loading has been incorporated into the annual salaries contained in Schedules 1B, 2B and 2C.

28 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 6.30 p.m. on any day.

29 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.

30 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.

31 JURY SERVICE LEAVE

- 31.1 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.
- 31.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 31.3 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.
- 31.4 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.
- 31.5 Subject to this clause, an Employer will reimburse an Employee granted leave pursuant to 31.1 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.

32 EXAMINATION AND ASSESSMENT LEAVE

- 32.1 An Employee will be granted leave with pay to attend compulsory examinations in courses of study approved by the Principal.
- 32.2 An employee may also be granted leave with pay to be involved in assessment tasks, provided that:
 - i. Such assessment tasks are part of a course of study for which the staff member has received approval by the Principal to undertake, and the assessment tasks contribute directly to the final result for the course. Examination and Assessment Leave does not apply to compulsory online learning modules assigned by the College as part of VRQA requirements.

- ii. Such leave is limited to four days per year, and is not cumulative. Part time staff are entitled to Examination and Assessment Leave on a pro rata basis. Examination and Assessment leave does not apply to Casual Staff or Fixed Term Employees.

33 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.

34 ADDITIONAL LEAVE

An employee may request leave, with or without pay. The granting of requests for additional leave is at the discretion of the Principal. Additional leave is not an entitlement.

35 TERMS OF APPOINTMENT

35.1 Letter of appointment

Upon engagement, the College will provide an employee (other than an emergency teacher or a casual employee) with a letter of appointment.

35.2 Statement of Service

Upon termination of employment, the College, at the request of the employee, will provide a statement of service specifying the period of employment, the classification of, or type of work performed by the employee together with any additional responsibilities or duties undertaken.

36 CONDUCT OR PERFORMANCE

36.1 Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

36.1.1 where an Employee's employment is terminated during the minimum employment period pursuant to cl.11-Minimum employment period; or

36.1.2 for a casual Employee.

36.2 Performance Management

36.2.1 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.

36.2.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- i. the Employer's concern(s) with the Employee's performance;
- ii. the time, date and place of the first formal meeting to discuss the Employee's performance;
- iii. the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;

- iv. the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).

36.2.3 Formal performance management meetings will

- i. include discussion of the Employer's concern(s) with the Employee's performance;
- ii. give the Employee an opportunity to respond to the Employer's concern(s);
- iii. include discussion of any counselling or assistance, where appropriate, available to the Employee;
- iv. include documentation, where appropriate;
- v. set periods of review, as appropriate.

36.2.4 If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

36.3 Conduct Management

36.3.1 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.

36.3.2 The Employer will advise the Employee in writing of:

- i. the Employer's concern(s) with the Employee's conduct;
- ii. the time, date and place of the meeting to discuss the Employee's conduct;
- iii. the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
- iv. the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.

36.3.3 The formal conduct management meeting(s) will:

- i. include discussion of the Employer's concern(s) with the Employee's conduct;
- ii. give the Employee an opportunity to respond to the Employer's concern(s).

36.3.4 Concern(s) with an Employee's conduct may be resolved by:

- i. summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- ii. issuing the Employee with a warning or a final warning in writing;
- iii. terminating the employment of the Employee in accordance with the relevant notice provision;
- iv. other action, appropriate to the situation;
- v. no further action required

37 WORK RELATED EXPENSES

37.1 An employee who incurs expenses in relation to their duties will be reimbursed, or paid in advance if the expenditure can be anticipated. Documentary evidence of the expenses incurred, or to be incurred, will be required.

37.2 Other than in exceptional circumstances, payments must be authorised by the Principal prior to being incurred.

38 STUDENT FREE DAYS

The College will provide a minimum of three student free days during the year in addition to any student free days at the beginning of the year, for general administrative purposes. The programs for these days will be determined by the Principal after consultation with the staff.

39 OUT OF SCHOOL HOURS CARE

39.1 Children of Employees who access the College's Out of School Hours facilities (excluding holiday programs) will be eligible to receive a reimbursement of their out of pocket costs, provided that an Employee:

39.1.1 informs the Employer that he/she will be using the facility either on a regular or casual basis; and

39.1.2 completes the relevant paperwork regarding enrolment and Government rebates to ensure the Employee has accessed any rebate available; and

39.1.3 pays the Out of School Hours Care facility the amount required; and

39.1.4 provides the Employer with full receipts of any amounts paid by the Employee.

39.2 Upon the Employee complying with cl.39.1, the Employer will reimburse to the Employee in full the out of pocket costs to the Employee.

39.3 An Employee will not be entitled to Out of School Hours Care reimbursements when on any period of unpaid leave, including but not limited to parental leave.

40 FEE DISCOUNTS

An Employee of the College is able to access fee discounts for his or her children attending the College subject to the following conditions:

40.1 Children of Employees who commenced prior to 1 July 2009, will be eligible for a 50% reduction in tuition fees. All other fees and levies apply.

40.2 Children of full-time Employees who commence after 1 July 2009 will be eligible for a 50% reduction in tuition fees. A part-time Employee will be entitled to the 50% reduction in tuition fees on a pro-rata basis based on the time fraction worked by the staff member. If the employee's time fraction is reduced at the direction of the Employer, the pro-rata discount will remain at the level that applied prior to the reduction in the time fraction. All other fees and levies apply.

40.3 Children of full-time Employees who commence after 1 October 2022 will be eligible for a 20% reduction in tuition fees. A part-time Employee will be entitled to the 20% reduction in tuition fees on a pro-rata basis based on the time fraction worked by the staff member. If the employee's time fraction is reduced at the direction of the Employer, the pro-rata discount will remain at the level that applied prior to the reduction in the time fraction. All other fees and levies apply. Employees will bear responsibility for any fringe benefits taxes which may be payable.

40.4 Fee discounts do not apply to Casual Staff or Fixed Term Employees.

40.5 An Employee will not be entitled to fee discounts when on any period of unpaid leave, including but not limited to parental leave.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

41 CLASSIFICATION AND SALARY

- 41.1 Schedule 1A sets out the classification structure and progression arrangements.
- 41.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 41.3 The Salary specified in Schedule 1B is in compensation for all hours worked under this Agreement.

42 HOURS OF WORK

- 42.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 42.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 42.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 42.4 The Employer will determine the ordinary scheduled class time hours per week and the professional duties to be allocated to the Teacher. The College shall attempt to provide as far as possible for equitable workloads across teaching staff and observe general industry standards.
- 42.5 Graduate teachers in their first year of teaching will be allocated reduced teaching responsibilities that will take into account the need for induction, meeting registration requirements and familiarising themselves with the demands of the profession. The College will aim to reduce the scheduled class time allocation to 0.9FTE. Where this is not possible due to timetable constraints, the College will provide additional support to assist the graduate in their first year.

43 WORKLOAD

43.1 Scheduled class time

43.1.1 Scheduled class time includes:

- (i) regular rostered academic and pastoral teaching sessions in a documented course of study approved by the Employer for which the Teacher has prime responsibility for educational delivery and includes direct student instruction, assessment and reporting;
- (ii) chapel;
- (iii) assembly; and
- (iv) homeroom duties.

43.1.2 The following items, including but not limited to co curricular activities, House activities, special events, excursions/camps, extras, meetings, parent teacher interviews, curriculum development, assessment, reporting, professional

development and yard duties are not included in scheduled class time as these are part of a Teacher's professional expectations.

43.1.3 Unless otherwise agreed,

- i. A Full-time primary Teacher will be allocated a maximum of 41 hours of scheduled class time per two week cycle;
- ii. A full-time secondary Teacher will be allocated a maximum of 36 hours of scheduled class time per two week cycle;
- iii. For a Teacher who teaches across primary and secondary an attempt will be made to reflect the primary/secondary balance within the load;
- iv. A part-time Teacher will be allocated a pro rata amount of scheduled class time.

43.1.4 In a situation of an uneven semester load and/or the allocation of classes is more than the limits provided for in cl.43.1.3, this will be agreed with the Teacher, and there will be a reduction in yard duties and/or extras allocation in the applicable semester.

43.2 Extras

43.2.1 An extra is any class, yard duty or morning homeroom duty taken by a Teacher which is in addition to a Teacher's normal scheduled class time, yard duties or morning homeroom.

43.2.2 Unless a Teacher agrees to perform additional extras, a Full-time Teacher can be required to take up to a maximum of 20 hours of extras over any one School Year, provided that:

- i. A Teacher will not be required to take more than the equivalent of two extras per timetable cycle. This excludes 'top-up' extras for Teachers who are under allotted and in -lieu extras.
- ii. A teaching period equates to 1.0 of an extra, a yard duty equates to 0.5 of an extra and a homeroom duty equates to 0.25 of an extra.
- iii. Co curricular events including but not limited to sports days, House activities, excursions/camps, in-school activities, special events, requests for special arrangements, parent teacher meetings, afternoon homeroom, scheduled meetings, curriculum preparation, assessment, reporting and professional development are professional duties and will not count as extras.
- iv. A Part-time Teacher will be allocated a pro rata amount of extras.

43.3 Class sizes

43.3.1 A class will not contain more than 26 students, unless otherwise agreed by the Teacher.

44 NON ATTENDANCE TIME

44.1 A Teacher, other than as required under Schedule 1C.2.1, is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

44.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.

- 44.3 Where a Teacher takes unpaid leave for more than fifteen (15) days during Attendance Time, the number of weeks of paid Non Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in cl.44.4.
- 44.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time* (weeks)}}{\text{School's Attendance Time (weeks)}} \times \text{Non Attendance Time (weeks)} - \text{Non Attendance Time already taken (weeks)}$$

*periods of leave without pay deducted

45 ANNUAL LEAVE

- 45.1 Annual Leave is in accordance with the NES (Ch2, Pt 2-2, Div 6 of the Act), except where more ancillary terms are provided in this Agreement.
- 45.2 This clause does not reproduce Division 6 of Part 2-2 of the Act in full.
- 45.3 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 45.4 A Teacher must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.
- 45.5 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 45.6 A Teacher will take all accrued annual leave during the shut down period.
- 45.7 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to annual leave, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time (weeks)}}{\text{School's Attendance time (weeks)}} \times \text{Annual leave (weeks)} - \text{Annual leave already taken (weeks)}$$

46 CAMP ALLOWANCE

- 46.1 Subject to the exception in clause 46.2, a Teacher required to attend an overnight School Camp will be paid an allowance of \$100 per night.
- 46.2 The allowance in clause 46.1 is not payable to a Teacher who voluntarily attends an overnight School Camp and their attendance is in excess of the required number of teachers for student/teacher ratios as determined by the College.

47 NOTICE OF TERMINATION

- 47.1 Where the Employer wishes to terminate the employment of a Teacher serving the Minimum Employment Period pursuant to cl.11, or a Teacher wishes to resign during the Minimum Employment Period, the period of notice is specified by cl.11.
- 47.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 47.3 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 47.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 11 that the Teacher being replaced wishes to return from parental leave.
- 47.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 47.6 Subject to c.11 – Minimum Employment Period, a Teacher must provide the Employer with a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one school term.
- 47.7 The notice period in this clause and in cl.11 – Minimum Employment Period do not apply where the Teacher is guilty of serious misconduct.
- 47.8 If a Teacher does not provide the Employer with the full notice of termination required in accordance with this clause, the Employer will withhold monies owed to the Teacher in accordance with cl.25.

PART 4 CONDITIONS OF EMPLOYMENT FOR SCHOOL SUPPORT STAFF

48 CLASSIFICATION AND SALARIES

- 48.1 Schedule 2A sets out the classification structure for School Support Staff.
- 48.2 Schedule 2B sets out the salary of School Support Staff entitled to school holidays.
- 48.3 Schedule 2C sets out the salary for School Support Staff entitled to four weeks' annual leave.

49 HOURS OF WORK

- 49.1 The ordinary hours of work for full time School Support Staff will be 38 hours per week.
- 49.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

- 49.3 The ordinary hours of work of a School Support Staff Employee will be performed:
- 49.3.1 between 7am and 6pm on Monday to Friday for an ancillary, clerical and administration Employee; and
- 49.3.2 between 6am and 6pm on Monday to Friday, and 6am and 12noon on Saturday for a grounds and maintenance staff Employee.
- 49.4 The Employer may request a part-time School Support Staff Employee to work reasonable additional hours, if the Employee agrees to the request the provisions of this clause will apply.
- 49.4.1 Where the School Support Staff Employee's hours are averaged:
- (i) the School Support Staff Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 49.3, do not result in the School Support Staff Employee working more than eight hours on that day, and do not result in the School Support Staff Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- (ii) in all other cases the School Support Staff Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- 49.4.2 Where the School Support Staff Employee's hours are not averaged:
- (i) the School Support Staff Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 49.3, and do not result in the School Support Staff Employee working more than eight hours on that day; and
- (ii) in all other cases the School Support Staff Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- 49.4.3 Where additional hours are worked on a day the School Support Staff Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- 49.4.4 Additional hours worked by a part-time School Support Staff Employee in accordance with this clause do not accrue leave entitlements under this award or the NES.

50 OVERTIME

50.1 Overtime rates

- 50.1.1 A School Support Staff Employee will be paid overtime for all pre-approved work performed outside of or in excess of the ordinary hours detailed under clause 49 as follows:

Time worked	Overtime rate
Monday– Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that

Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

50.1.2 Overtime will be calculated daily.

50.2 Time off instead of payment for overtime

50.2.1 A Support Staff Employee and the Employer may agree in writing to the Support Staff Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Support Staff Employee.

50.2.2 Any amount of overtime that has been worked by a Support Staff Employee in a particular pay period and that is to be taken as time off instead of the Support Staff Employee being paid for it must be the subject of a separate agreement under clause 50.2.

50.2.3 An agreement must state each of the following:

- (i) the number of overtime hours to which it applies and when those hours were worked;
- (ii) that the Employer and the Support Staff Employee agree that the Support Staff Employee may take time off instead of being paid for the overtime;
- (iii) that, if the Support Staff Employee requests at any time, the Employer must pay the Support Staff Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

50.2.4 The period of time off that a Support Staff Employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 50.2 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

50.2.5 Time off must be taken:

- (i) within the period of 6 months after the overtime is worked; and
- (ii) at a time or times within that period of 6 months agreed by the Support Staff Employee and Employer.

50.2.6 If the Support Staff Employee requests at any time, to be paid for overtime covered by an agreement under clause 50.2 but not taken as time off, the Employer must pay the Support Staff Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

50.2.7 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in subclause 50.2.5, the Employer must pay the Support Staff Employee for the overtime, in the next pay

period following those 6 months, at the overtime rate applicable to the overtime when worked.

- 50.2.8 The Employer must keep a copy of any agreement under clause 50.2 as an employee record.
- 50.2.9 The Employer must not exert undue influence or undue pressure on a Support Staff Employee in relation to a decision by the Support Staff Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- 50.2.10 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 50.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

50.3 Make-up time

A Support Staff Employee may elect, with the consent of the Employer, to work make-up time under which the Support Staff Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

51 MEAL BREAK

- 51.1 The Employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to a School Support Staff member who is engaged or rostered to work for five or more hours on a day. Such meal break will start no later than five hours after the employee commenced work on that day.
- 51.2 A School Support Staff member is entitled to a paid morning tea break of 20 minutes.

52 ANNUAL LEAVE

- 52.1 Annual Leave is in accordance with the NES (Ch 2, Pt 2-2, Div 6 of the Act), except where ancillary terms are provided in this Agreement.
- 52.2 This clause does not reproduce Division 6 of Part 2-2 of the Act in full.
- 52.3 School Support Staff are entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.
- 52.4 School Support Staff must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Support worker is employed.
- 52.5 Where a School Support Staff member has not accrued sufficient annual leave to be taken during the shut down period, the School Support Staff member will be entitled to leave which will be unpaid.
- 52.6 A School Support Staff Employee in receipt of four weeks annual leave will not have to take annual leave during the close down period between Christmas Day

and New Year's Day. For the avoidance of doubt, this clause does not apply to a Support Staff Employee in receipt of school holidays and engaged pursuant to Sch.2B.

53 SCHOOL HOLIDAYS

- 53.1 A School Support Staff member is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 53.2 The salary for a School Support Staff member in Schedule 2B takes this period of additional leave into account.
- 53.3 A School Support Staff member is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 53.4 A School Support Staff member who is employed for part only of a School Year or who takes leave without pay in excess of fifteen (15) working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

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

54 NOTICE OF TERMINATION

- 54.1 Where the Employer wishes to terminate the employment of School Support Staff serving the Minimum Employment Period pursuant to cl.11, or a School Support Staff member wishes to resign during the Minimum Employment Period, the period of notice is specified by cl.11.
- 54.2 Where the Employer wishes to terminate the employment of a School Support Staff Member, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the School Support Staff member. Where a School Support Staff member is entitled to School Holidays, notice is to be given wholly within the one school term.
- 54.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Support Staff member would have received by working during the notice period if the School Support Staff member's employment had not been terminated.
- 54.4 A School Support Staff member, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where a School Support Staff member is entitled to School Holidays, notice is to be given wholly within the one school term.
- 54.5 In addition to the period of notice specified in cl. 54, a School Support Staff member over 45 years of age at the time of being given notice of termination by the Employer, with not less than 5 years of continuous service will be entitled to an

additional week's notice.

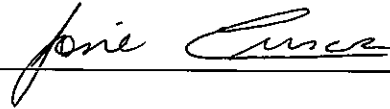
- 54.6 The notice period in this clause and in cl.11 do not apply where the School Support Staff member is guilty of serious misconduct.
- 54.7 If an Employee does not provide the Employer with the full notice of termination required in accordance with this clause, the Employer will withhold monies owed to the Employee in accordance with cl.25.

EXECUTED as an Agreement this 24th day of February 2023

EMPLOYER REPRESENTATIVE

Aitken College
ABN 22 616 193 616

Signed:



Date:

24/02/2023

Name in full (printed):

Josie Crisara

Position title:

Principal


Authority to sign explained:

Director

Address:

1010 Mickleham Road, Greenvale 3059

Witnessed by:



Witness name in full:

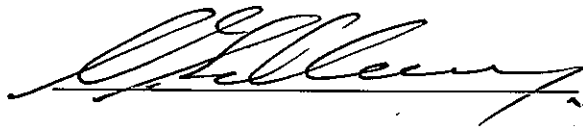
Dean Taylor

Witness address:

1010 Mickleham Road, Greenvale 3059

EMPLOYEE REPRESENTATIVE

Signed:



Date:

24/02/2023

Name in full (printed):

Victor Salloum

Position title:

Deputy Head of Secondary (Senior School Pathways)

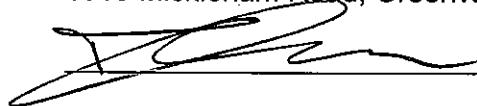
Authority to sign explained:

President of Staff Association

Address:

1010 Mickleham Road, Greenvale 3059

Witnessed by:



Witness name in full:

Dean Taylor

Witness address:

1010 Mickleham Road, Greenvale 3059

SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

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

1A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and progress to Level 8 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1A.1.2 A Teacher, who has a 3-year approved training course beyond secondary school including teacher training, will commence at Level 1 and progress to Level 8 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

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

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

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

SCHEDULE 1B – SALARIES (TEACHERS)

1B.1 Annual Salary

The annual salary for a Full Time Teacher will be not less than that prescribed by the following table.

Level	1 st Feb 2023	1 st Feb 2024	1 st Feb 2025
1	79,305.83	81,090.21	82,995.83
2	82,179.26	84,028.29	86,002.96
3	85,799.80	87,730.30	89,791.96
4	88,387.23	90,375.95	92,499.78
5	91,604.69	93,665.79	95,866.94
6	99,563.87	101,804.06	104,196.45
7	106,201.88	108,591.42	111,143.32
8	118,398.15	121,062.11	123,907.07

1B.2 Weekly Salary

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

1B.3 Annual Leave Loading

The annual salary in 1B.1 includes annual leave loading.

1B.4 Casual Rate of Pay

The rate of pay for a Casual Teacher will not be less than:

\$385 per day from 1 February 2023

\$394 per day from 1 February 2024

\$403 per day from 1 February 2025

SCHEDULE 1C – POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

1C.1 Eligibility

1C.1.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.

1C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

1C.1.3 Notwithstanding Sch.1C.3.4.1, the Principal determines who is eligible for a position of responsibility, and at what level a position of responsibility should be classified.

1C.2 Notification

1C.2.1 The Principal will provide a Teacher with a position of responsibility, a position description, its tenure and the amount to be paid. Teachers with positions of responsibility may be requested to attend the school during periods of non-attendance time as part of normal professional expectations. This should not exceed more than five days, except for Heads of Schools where this is fifteen days, with sufficient notice to be given with dates to be determined at least one term in advance. Where it is necessary, due to the nature of the position, such requests will be specified in letters of appointment or position descriptions attached to the position of responsibility.

1C.3 Structure of responsibility rates of pay

1C.3.1 Monetary allowances paid for positions of responsibility levels will increase at the same time and by the same percentage as general salary changes.

1C.3.2 The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these.

1C.3.3 The assignment of a position to a particular level of responsibility will reflect the graduation of responsibilities exercised in the College, whether administrative, pastoral care or educational leadership. Level 4 is the most significant level of responsibility.

Schedule 1C.3.4 Positions of Responsibility Annual Allowance (Teaching staff)

Management Bands

POR Levels	Allowance
POR 1	\$27,730*
POR 2	\$18,000**
POR 3	\$7,784***
POR 4	\$2,336

* Denotes attendance is required for up to 15 days during non-term weeks

** Denotes attendance may be required for up to 10 days during non-term weeks

*** Timetabler may be required for up to 10 days during non-term weeks

POR 1 - caters for the most senior positions. This level holds the most significant level of responsibility

Example:
Deputy Head of School (Primary)

POR 2 – caters for the positions of responsibility for a major administrative or pastoral care area

Example:
Director
POR 3 – caters for the positions of responsibility for an administrative or pastoral care area

Example:
Peer Coach Coordinator
Head of Year

POR 4 – caters for positions of responsibility involving lower levels of coordination or leadership

Example:
Peer Support Coordinator

Curriculum Management Bands

POR Levels	Allowance
POR 1	\$10,658
POR 2	\$7,784
POR 3	\$4,551
POR 4	\$2,336

POR 1 – caters for positions of responsibility for a major curriculum area

Example:
Head of Faculty (Large) e.g. English

POR 2 – caters for positions of responsibility for a medium curriculum area

Example:
Head of Faculty (Medium) e.g. Visual Arts

POR 3 – caters for positions of responsibility involving coordination or leadership

Example:
Coordinator (Large) e.g. Media Coordinator

POR 4 – caters for positions of responsibility involving lower levels of coordination or leadership

Example:
Coordinator (Medium) e.g. Peer Support Coordinator

SCHEDULE 2 – CLASSIFICATION STRUCTURE - SCHOOL SUPPORT STAFF (EMPLOYEES OTHER THAN TEACHERS COVERED BY THIS INCLUDING ANCILLARY STAFF, CLERICAL AND ADMINISTRATION STAFF, AND GROUNDS AND MAINTENANCE STAFF)

2A.1 CLASSIFYING SCHOOL SUPPORT STAFF

2A.1.1 Employees covered by this agreement and not covered by schedule 1 shall be classified in one of the Bands 1 to 3 according to clause 2A.2 of schedule 2. 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 Employee, as determined by the Employer.

2A.1.2 Upon commencement of employment, the Employer will advise the Employee in writing of the classification level of the Employee's position of employment and of any change to the Employee's classification level.

2A.2 BANDS

2A.2.1 Band 1

(a) General Work Description

The Employee undertakes routine tasks that are usually carried out under close supervision and direction. Work that carries some degree of independence will generally involve a limited number of tasks performed on a regular basis where priorities are clear, procedures are well established and direction is readily available. Work is regularly checked.

In the first year of service, the Employee applies knowledge and skills to a limited range of tasks.

With experience, the Employee applies knowledge and skills to a wider range of tasks and is responsible for assuring the quality of the Employee's work. An experienced employee at band 1 will have the ability to exercise limited judgement within clearly defined guidelines and well-established practices that relate specifically to the tasks performed and may be able to exercise some degree of autonomy and discretion.

With significant experience, the Employee is required to demonstrate expertise and possibly work with little direct supervision.

(b) Qualifications

Qualification requirements do not operate at band 1. Certification requirements may be required to legally perform specific tasks – e.g. driver's license, first aid, safe food handling.

(c) Supervision

The Employee receives direct supervision and does not carry responsibility for the work of others. More experienced employees will provide basic guidance and advice to others relating to tasks within the work area.

With experience, the Employee is required to perform a wider range of tasks under routine supervision. Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods.

(d) Judgement, Problem Solving and Decision Making

Problems can usually be solved by reference to well documented procedures and instructions and clearly established practices. Assistance is readily available when problems arise.

(e) Positions

- Administration Assistant
- First Aid Attendant
- Medical Integration Aide
- Language/LOTE Assistant
- Library Assistant
- Reception
- Teacher Assistant-

2A.2.2 Band 2

(a) General Work Description

Performs and/or supervises tasks that are carried out in accordance with guidelines, accepted practice and school policy. This may include the supervision and coordination of other education support class staff within the work area or educational program. Input in identifying training needs and development within the work area and accountability for a single function or operation of a work area are a feature of this band.

The Employee will provide support to teachers and students that is beyond the routine support provided at band 1 and may undertake medical intervention support tasks or other specialised student/teacher support roles.

Performs technical tasks that require a sound knowledge of basic technical and/or scientific principles.

(b) Qualifications

In addition to the knowledge and skills required at band 1, the Employee is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.

(c) Supervision

Supervision and coordination would be limited to ensuring routine tasks are performed to required standards. The Employee may be responsible for the allocation of work, coordinating workflow, checking the progress of work, the quality of work and problem solving.

The Employee would normally be responsible to a manager. Performance is checked when reporting to a supervisor or by employee feedback, rather than by monitoring each task outcome.

The Employee exercises judgement to determine when advice should be sought. The Employee is required to use initiative, exercise discretion and perform work to a high level.

(d) Judgement, Problem Solving and Decision Making

At this level, problems are easily identified; choice of solution is clear; information readily available and usually reliable; and outcomes predictable. The Employee exercises judgement on work methods and has scope to identify a problem, recommend or instigate changes to work practices, determine the strategic option or solution to a problem and provide input into developing and changing College policy.

(e) Positions

- Administration Assistant
- Accounts Clerk
- Counsellor
- Environmental Programs Assistant
- Food Technology Assistant
- Integration Aide
- Laboratory Technician
- Library Technician
- Music Tutor
- Piano Accompanist
- Studio Assistant
- Workshop Technician
- Laboratory Assistant

2A.2.3 Band 3

(a) General Work Description

Range 3 is distinguished by the introduction of management responsibility and accountability for the delivery of professional support services. The Employee seeks to gain cooperation from other staff members or members of the school community to achieve specific objectives. Direction on targets and goals is provided but the position will have some degree of latitude in determining how they are achieved. This latitude will generally be limited by standard procedures and school policy. Deviation from standard procedures and school policy will require guidance and direction from senior management.

The Employee is required to develop and coordinate strategies across a range of functional areas that impact upon administration or operation of the College and the achievement of the College's objectives. Tasks are of a complex nature.

The Employee may be responsible for:

- Applying skills and knowledge to a range of different and complex tasks, using significant initiative and discretion;
- Managing established procedures to handle/direct/control tasks, using significant initiative and discretion;
- Interpreting procedure and policy and ensuring compliance with rules and regulations;
- Providing key support and timely advice to the Principal or Principal's delegate;
- Providing support to the Principal and/or the Principal's delegate/s with regular progress reports;

(b) Qualifications

The Employee requires specialist, professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. The Employee has the skills required to do the job either because of qualifications or experience or both. This is the minimum band for positions that carry a mandatory qualification requirement.

(c) Supervision

The Employee is provided with broad direction on targets and goals by the Principal or Principal's delegate. The Employee will have some latitude in determining how the targets and goals are achieved, which would generally be limited by standard procedures and policies. The Principal or Principal's delegate may intervene in relation to the determination of priorities, deadline and operating strategies.

(d) Judgement, Problem Solving and Decision Making

At this level, problems may not always be easily identifiable; solutions may be unclear and require application of knowledge and skills to guide choices. Complex sets of rules, activities or procedures may be applied in particular cases and the employee may make recommendations to senior staff. Research may be required and outcomes may not always be predictable.

Aitken College Agreement 2023- 2025

(e) Positions

- Executive Assistant to the Principal
- Personal Assistant to the Deputy Principal
- Psychologist

Aitken College Agreement 2023- 2025

SCHEDULE 2B – SALARIES (SCHOOL SUPPORT STAFF WITH SCHOOL HOLIDAYS)

2B.1 Annual Salary

2B.1.1 A Full Time School Support Staff member in receipt of school holidays will be paid not less than the relevant salary specified for the School Support Staff's classification and experience level.

Classification		1 st February 2023	1 st February 2024	1 st February 2025
Band 1	B1-1	54,250.10	55,470.73	56,774.29
	B1-2	56,830.28	58,108.96	59,474.52
	B1-3	58,450.92	59,766.07	61,170.57
	B1-4	60,411.45	61,770.70	63,222.32
	B1-5	63,117.01	64,537.14	66,053.77
Band 2	B2-1	63,214.41	64,636.74	66,155.70
	B2-2	65,505.49	66,979.36	68,553.38
	B2-3	69,921.85	71,495.09	73,175.22
	B2-4	71,379.80	72,985.85	74,701.02
	B2-5	72,771.44	74,408.80	76,157.41
Band 3	B3-1	75,502.91	77,201.73	79,015.97
	B3-2	76,670.73	78,395.82	80,238.12
	B3-3	79,226.04	81,008.62	82,912.33
	B3-4	81,880.93	83,723.15	85,690.64
	B3-5	86,006.01	87,941.14	90,007.76

An employee placed on a Band classification on this schedule will not incur any decrease in salary as a result of this Agreement coming into operation.

2B.2 Weekly Salary

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

2B.3 Part Time Salary

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

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

2B.4 Incremental Advancement

Advancement to the next increment within the appropriate Band will take place on the anniversary of a School Support Staff member's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year.

2B.5 Casual Rate of Pay

2B.5.1 A Casual School Support Staff member will be paid an hourly rate of pay calculated as follows:

Aitken College Agreement 2023- 2025

Weekly Salary in Schedule 2B for 1st year
of adult experience for the appropriate grade _____ x _____ 1.25
38

2B.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or school holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2B.6 Junior Salary

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

Age	Percentage of full-time rate (%)
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

2B.7 Higher Duties

2B.7.1 An Employer may direct that an Employee perform temporarily duties applicable to a classification higher than that of such Employee.

2B.7.2 Where an Employee performs such duties for more than one week and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, that Employee will be paid the rate applicable to the higher classification for the whole period during which the said duties are performed.

SCHEDULE 2C – SALARIES (SCHOOL SUPPORT STAFF WITH 4 WEEKS ANNUAL LEAVE)

2C.1 Annual Salary

2C.1.1 Employees covered by this Schedule in receipt of annual leave shall be entitled to not less than the following rates of pay. The rates of pay are for all hours worked by the Employee including reasonable additional hours.

Classification		1 st February 2023	1 st February 2024	1 st February 2025
Band 1	B1-1	58,772.15	60,094.53	61,506.75
	B1-2	61,563.72	62,948.90	64,428.20
	B1-3	63,323.22	64,747.99	66,269.57
	B1-4	65,443.32	66,915.79	68,488.31
	B1-5	68,374.77	69,913.21	71,556.17
Band 2	B2-1	68,483.58	70,024.46	71,670.03
	B2-2	70,963.25	72,559.92	74,265.08
	B2-3	75,747.46	77,451.78	79,271.89
	B2-4	77,326.65	79,066.50	80,924.56
	B2-5	78,834.35	80,608.12	82,502.41
Band 3	B3-1	81,791.71	83,632.02	85,597.38
	B3-2	83,060.04	84,928.89	86,924.72
	B3-3	85,828.81	87,759.96	89,822.32
	B3-4	88,703.28	90,699.10	92,830.53
	B3-5	93,174.55	95,270.98	97,509.85

An employee placed on a Band classification on this schedule will not incur any decrease in salary as a result of this Agreement coming into operation.

2C.2 Weekly Salary

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

2C.3 Part Time Salary

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

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

2C.4 Incremental Advancement

Advancement to the next increment within the appropriate Band will take place on the anniversary of a School Support Staff member's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year.

2C.5 Casual Rate of Pay

2C.5.1 A Casual School Support Staff member will be paid an hourly rate of pay calculated as follows:

Aitken College Agreement 2023- 2025

Weekly Salary in Schedule 2C for 1st year
of adult experience for the appropriate grade x 1.25
38

2C.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or school holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2C.6 Junior Salary

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

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

2C.7 Higher Duties

2C.7.1 An Employer may direct that an Employee perform temporarily duties applicable to a classification higher than that of such Employee.

2C.7.2 Where an Employee performs such duties for more than one week and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, that Employee will be paid the rate applicable to the higher classification for the whole period during which the said duties are performed.