



Bayview College Portland Agreement 2023-2025

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Christian Community College Portland Ltd T/A Bayview College
(AG2023/5065)

BAYVIEW COLLEGE PORTLAND AGREEMENT 2023 - 2025

Educational services

DEPUTY PRESIDENT BOYCE

SYDNEY, 21 DECEMBER 2023

Application for approval of the Bayview College Portland Agreement 2023 - 2025

[1] An application has been made for approval of an enterprise agreement to be known as the *Bayview College Portland Agreement 2023 - 2025* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by The Christian Community College Portland Ltd Trading As Bayview College (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 18 December 2023. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Educational Services (Schools) General Staff Award 2020 [MA000076]* and the *Educational Services (Teachers) Award 2020 [MA000077]*), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation

[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 to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

Conclusion

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.¹

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 December 2023. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Amending Act)* made a number of changes to enterprise agreement approval processes in Part 2-4 of the *Fair Work Act 2009 (FW Act)*, that commenced operation on 6 June 2023. Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the FW Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for this Agreement was before 6 June 2023. Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. This Agreement was made after 6 June 2023.

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/5065

Applicant:
The Christian Community College Portland Ltd, trading as Bayview College Portland

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Michael Crowe, Business Manager have the authority given to me by Bayview College Portland to give the following undertaking with respect to the *Bayview College Portland Agreement 2023 – 2025* ("the Agreement"):

1. Bayview College Portland undertakes that a Casual School Support Officer's hourly rate of pay is calculated by taking the lowest pay subdivision of the appropriate classification level in Schedule 9, dividing by 52.18 then by 38 and adding a loading of 33.3% to the nearest 10 cents. A Casual School Support Officer required to attend for duty by the Employer for less than two hours on any day must be paid for a minimum of two hours for any attendance.

This undertaking is provided on the basis of issue raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

18 December 2023

Date

Bayview College Portland Agreement 2023 - 2025

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the *Bayview College Portland Agreement 2023 - 2025* (the 'Agreement') and is a single enterprise agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth).

2 ARRANGEMENT

This Agreement is arranged as follows.

<u>Part Title</u>	<u>Part Number</u>	<u>Clause Numbers</u>
Application and Operation of Agreement	1	1 – 7
Employment Relationship	2	8 – 18
Classification and Remuneration	3	19 – 22
Leave and Other Absences	4	23 – 37
Termination of Employment and Related Matters	5	38 – 39
Other Provisions	6	40 – 48

<u>Clause Title</u>	<u>Part Number</u>	<u>Clause Number</u>
Accident Make-Up Pay and Workers' Compensation Payments	4	37
Additional Qualifications	4	35
Agreement Flexibility	2	9
Annual Leave	4	23
Annual Leave Loading	4	24
Arrangement	1	2
Breakage and Loss	6	42
Camp Allowance	6	41
Classifications and Salaries	3	19
Consultative Committee	6	47
Commencement Date and Period of Operation	1	3
Compassionate Leave	4	26
Consultation regarding Major Change to hours	2	10
Definitions	1	7
Dispute Resolution Procedures	1	8
Examination Leave	4	33
Family and Domestic Violence Leave	6	44
Hours of Work (Teacher)	2	15
Hours of Work (Education Support Officer)	2	16
Infectious Diseases Leave	4	27
Jury Service Leave	4	36
Leave without Pay	4	32
Long Service Leave	4	30
Meal Allowance	6	40
Modes of Employment (Teacher)	2	11

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Modes of Employment (Education/School Support Officer)	2	12
National Employment Standards	1	6
Non Attendance Time (Teacher)	2	17
Non Attendance Time (Education Support Officer)	2	18
Notice of Termination	5	38
Performance and Conduct Management	6	46
Parental Leave	4	28
Paid Parental Leave	4	29
Coverage	1	4
Payment Arrangements	3	22
Personal/carer's Leave	4	25
Protective Clothing	6	43
Public Holidays	4	31
Qualification Conferral Leave	4	34
Minimum Employment Period (Teacher)	2	13
Minimum Employment Period (Education/School Support Officer)	2	14
Redundancy	5	39
Relationship to Awards	1	5
Remuneration Packaging	3	20
Sexual Abuse Survivors Support	6	45
Superannuation	3	21
Title	1	1
Union Training	6	48

Schedule Title

Schedule Number

Classification Structure/s - Teachers	1
Rates of Pay - Teachers	2
Positions of Leadership	3
Structures – Education Support Officers	4
Classifications – Education Support Officers	5
Classifications – School Support Officers	6
Wages – Structure	7
Wages – Education Support Officers	8
Wages – School Support Officers	9

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where the Agreement passes the Better Off Overall Test, the Agreement will be operative seven days after being approved by the Fair Work Commission.
- 3.2 The nominal expiry date of the Agreement is 31 December 2025.

4 COVERAGE

This Agreement covers:

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

Bayview College Portland Agreement 2023 - 2025

This Agreement does not cover:

- i. the Principal;
- ii. a Deputy Principal, by whatever named called;
- iii. the Business Manager, however named, being the most senior administrative employee employed with the delegated authority to act for the Employer;
- iv. Instrumental Music Instructors;
- v. the School Chaplain; and
- vi. any Employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the Fair Work Regulations 2009 (Cth) from time to time.

5 RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to employees covered by this Agreement including but not limited to the *Educational Services (Teachers) Award 2020* and the *Educational Services (Schools) General Staff Award 2020*.

6 NATIONAL EMPLOYMENT STANDARDS

- 6.1 The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. The Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2 Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

7 DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth.)
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Awards	means the <i>Educational Services (Teachers) Award 2020</i> and the <i>Educational Services (Schools) General Staff Award 2020</i> (or successor awards), unless separately identified
Casual Employee	means a person employed pursuant to subclause 11.4 or 12.4 (clause 11, 12 – Modes of Employment) of this Agreement
College	means Bayview College
Commission	means the Fair Work Commission
Continuity of Service	Service continuity (a) For the purposes of this Agreement, service shall be deemed to be continuous notwithstanding: (i) school holidays, annual leave or long service leave;

	<p>(ii) personal leave supported by any evidence required under the Agreement;</p> <p>(iii) an absence covered by the provisions of the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) (WIRC Act) or the Transport Accident Act 1986 (Vic) (TA Act);</p> <p>(iv) any other form of leave granted by the Employer;</p> <p>(v) any absence with reasonable cause, supported by evidence satisfactory to the Principal/Employer;</p> <p>(vi) any interruption or termination of the employment by the Employer if such interruption or termination is made with the deliberate intention of avoiding the obligations imposed by this Agreement;</p> <p>(vii) any interruption to the employment arising directly or indirectly from an industrial dispute;</p> <p>(b) All other absences from service shall break continuity of service.</p> <p>(c) In calculating a year of service the following shall be included:</p> <p>(i) school holidays, annual leave or long service leave;</p> <p>(ii) Personal Leave to the extent of paid Personal Leave;</p> <p>(iii) absences covered by the WIRC Act to the extent of accident make-up pay;</p> <p>(iv) absences covered by the TA Act to a maximum of six months;</p> <p>(v) leave granted with pay;</p> <p>(vi) leave without pay up to a maximum of 15 days in any one year;</p> <p>(vii) any period between Employers up to a maximum of 15 consecutive working days in any one school year.</p> <p>(d) All other absences shall be excluded.</p>
<p>Education Support Officer</p>	<p>means an Employee other than a Teacher who is covered by this Agreement and whose principal duties include:</p> <ul style="list-style-type: none"> • provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students; or • to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre; or • to support the health and wellbeing of students, and employees, where appropriate; or • being in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management.
<p>Employee</p>	<p>means a person covered by this Agreement</p>

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Employer	means The Christian Community College Portland Ltd, trading as Bayview College Portland A.B.N. 25 005 371 344
Experience	means experience after achieving the qualifications necessary and will be deemed to have commenced at the date on which a 'qualified' person first receives an appointment.
Fixed Term Employee	means a person employed pursuant to subclause 11.3 or 12.3 (clause 11, 12 – Modes of Employment) of this Agreement
Full Time Employee	means a Employee employed pursuant to subclause 11.1 or 12.1 (clause 11, 12 – Modes of Employment) of this Agreement.
Immediate Family	means <ul style="list-style-type: none"> • a spouse (including a former spouse), de facto partner (including a former de facto partner) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
NES	Means Part 2-2 (National Employment Standards) 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 employees (less 4 weeks' annual leave)
Part Time Employee	means a person employed pursuant to subclause 11.2 or 12.2 (clause 11, 12 – Modes of Employment) of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person <ol style="list-style-type: none"> i. holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or iii. is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or iv. has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching
Principal	means Principal of Bayview College Portland or his or her nominee
Registered Health Practitioner	means persons registered under the <i>Health Professions Registration Act 2005</i> (Vic.), which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists, osteopaths, pharmacists, physiotherapists, podiatrists, and psychologists
Hours of Work	Face to face teaching includes:

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	<p>(i) all scheduled classes allocated to the teacher whether that class consists of a single student or a group of students</p> <p>(ii) scheduled home room duties including care group</p> <p>Ordinary Hours of work include:</p> <p>(i) any scheduled school activity allocated to the teacher as arranged or agreed</p> <p>(ii) student assemblies and church services that occur during normal school hours.</p>
School	means The Christian Community College Portland Ltd, trading as Bayview College.
School Support Officer	<p>means an Employee whose principal duties are to support the other services of the school, including but not limited to:</p> <p>i. construction, plumbing, carpentry, painting and other trades</p> <p>ii. cleaning, maintenance, school facility management</p> <p>iii. security, caretaking</p> <p>iv. gardening, turf management, farming</p> <p>v. retailing – canteen, uniform shop, book shop</p> <p>vi. cooking/catering, housekeeping, laundry</p> <p>vii. bus driving, vehicle</p>
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic.)</i>
Term	means the Bayview College Portland school calendar term including required teaching attendance days.

8 DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising out of the Agreement or the NES that may be in dispute between the Employer and an Employee, except matters relating to the actual or threatened termination of employment of the staff member, the parties will undertake the following steps:

Step 1 Negotiation

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

Step 2 Conciliation

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

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Step 3 Mediation

Where the Employer and the Employee/s are unable to resolve the matter, they may refer it to a mutually acceptable independent mediator for resolution. All discussions will be conducted confidentially.

Step 4 Arbitration

If discussions at the workplace level do not resolve the dispute, a party to the dispute may, with notice to, and the consent of, the other party, refer the matter to the Fair Work Commission.

Fair Work Commission may deal with the dispute in two stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission 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.

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

- (a) 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
- (b) 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 reasonable grounds for the Employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures of this clause.

In any matter other than arising from the agreement, only steps 1, 2 and 3 apply.

PART 2 EMPLOYMENT RELATIONSHIP

9 AGREEMENT FLEXIBILITY

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

- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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- 9.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at anytime.

10 CONSULTATION REGARDING MAJOR CHANGE OR CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- 10.1 The provisions of this clause apply where the Employer:
- (a) 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 Employees of the enterprise; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 10.2 For a major change referred to in clause 10.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) clauses 10.3 to 10.9 apply.
- 10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and
 - (b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 10.5 As soon as practicable after making its decision, the Employer must:

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- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

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

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

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

Change to regular roster or ordinary hours of work

10.10 For a change referred to in clause 10.1(b):

- (a) The Employer must notify the relevant Employees of the proposed change; and
- (b) Clauses 10.11 to 10.14 apply.

10.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) The Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

10.12 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) Discuss with the relevant Employees the introduction of the change; and
- (b) For the purposes of the discussion – provide to the relevant Employees:
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what the Employer reasonably believes will be the effects of the change on Employees; and

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- (iii) Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) 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).

10.13 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.14 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

In this clause, **relevant employees** means the employees who may be affected by the major change or change to regular roster or ordinary hours of work.

11 MODES OF EMPLOYMENT (TEACHER)

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

11.1 Full Time Teachers

- (a) The Employer may engage a Teacher on a full time basis in accordance with this Agreement.

11.2 Part Time Teacher

- (a) The Employer may employ a Teacher on a part time basis in accordance with this Agreement.
- (b) Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken by the Part Time Teacher.
- (c) 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 Part Time Teacher's specified hours in 11.2(b). The pro rata annual salary is calculated using the following formula. For the purpose of this formula, from the commencement of the 2024 school year, a Full Time Teacher's face-to-face teaching hours are deemed to be 18.5 hours per week.

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

- (d) A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

11.3 Fixed Term Teacher

- (a) The Employer may employ a Teacher to work on a replacement basis or for a specified period of time as full time or part time:
 - (a) to replace one or more Teachers who are on leave;
 - (b) to undertake a specified project for which funding has been made available;
 - (c) to undertake a specified task which has a limited period of operation; or
 - (d) to replace a Teacher 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.
- (b) A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.

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- (c) Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher of:
 - (a) the reason for the fixed nature of the employment;
 - (b) the date of commencement of the employment;
 - (c) the benefits which are applicable under this Agreement; and
 - (d) the rights of any Teacher being replaced.
- (d) Subject to clause 13 – Minimum Employment Period, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 38 – Notice of Termination.
- (e) A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:
 - (a) notice of termination (where the date of cessation of employment is stated at the time of appointment and the employment continues until the stated cessation date);
 - (b) paid parental leave (except where the Employee has been engaged on one or more consecutive fixed-term contract(s) where the period of the contract(s) exceeds 12 months); and
 - (c) redundancy.

11.4 Casual Teacher

- (a) The Employer may employ a Teacher as a Casual Teacher in accordance with this Agreement.
- (b) A Casual Teacher is entitled to the rate of pay specified in Schedule 2. This rate of pay includes a loading in lieu of paid leave entitlements.
- (c) The Employer will engage a Casual Teacher for a full day or a half day.
- (d) A Casual Teacher is not entitled to any of the following benefits under this Agreement:
 - (a) notice of termination of employment;
 - (b) redundancy;
 - (c) remuneration packaging;
 - (d) annual leave;
 - (e) non-attendance time;
 - (f) leave loading;
 - (g) public holidays;
 - (h) paid personal/carer's leave;
 - (i) paid parental leave;
 - (j) paid compassionate leave; and
 - (l) accident make-up pay.
- (e) A Casual Teacher is entitled to unpaid carer's leave and unpaid parental leave.
- (f) 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.

12 MODES OF EMPLOYMENT (EDUCATION SUPPORT OFFICER/SCHOOL SUPPORT OFFICER)

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 training and level of classification.

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12.1 Full Time Employees

- (a) The Employer may engage a person on a full time basis in accordance with this Agreement.

12.2 Part Time Employee

- (a) The Employer may employ a person on a part time basis in accordance with this Agreement.
- (b) Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required to be undertaken by the Part Time Employee.
- (c) A Part Time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full Time Employee and is entitled to all entitlements on a pro rata basis on the specified hours in 12.2.(b). The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a full time employee's hours are deemed to be 38 hours per week.

$$\frac{\text{hours of actual employment}}{\text{hours of Full Time Employment}} \times \text{annual salary}$$

- (d) A Part Time Employee will undertake a proportionate number of other duties normally expected of a Full Time Employee.

12.3 Fixed Term Employee

- (a) The Employer may employ a person to work on a replacement basis or for a specified period of time as full time or part time:
 - (a) to replace one or more Employees who are on leave;
 - (b) to undertake a specified project for which funding has been made available;
 - (c) to undertake a specified task which has a limited period of operation; or
 - (d) to replace a person 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.
- (b) A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the person is employed part time or where the person has been employed for a period of less than 12 months.
- (c) Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
 - (a) the reason for the fixed nature of the employment;
 - (b) the date of commencement of the employment;
 - (c) the benefits which are applicable under this Agreement; and
 - (d) the rights of any Employee being replaced.
- (d) Subject to clause 14 – Minimum Employment Period, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 38 – Notice of Termination.
- (e) A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
 - (a) notice of termination (where the date of cessation of employment is stated at the time of appointment and the employment continues until the stated cessation date);
 - (b) paid parental leave (except where the Employee has been engaged on one or more consecutive fixed-term contract(s) where the period of the contract(s) exceeds 12 months);
 - (c) redundancy.

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12.4 Casual Employee

- (a) The Employer may employ a person as a Casual Employee in accordance with this Agreement.
- (b) A Casual Employee is entitled to the rate of pay specified in Schedule 7. This rate of pay includes a loading in lieu of paid leave entitlements.
- (c) The Employer will engage a Casual Employee for a full day or a half day.
- (d) A Casual Employee is not entitled to any of the following benefits under this Agreement:
 - (a) notice of termination of employment;
 - (b) redundancy;
 - (c) remuneration packaging;
 - (d) annual leave;
 - (e) non-attendance time;
 - (f) leave loading;
 - (g) public holidays;
 - (h) paid personal/carer's leave;
 - (i) paid parental leave;
 - (j) paid compassionate leave; and
 - (k) accident make-up pay.
- (e) A Casual Employee is entitled to unpaid carer's leave and unpaid parental leave.
- (f) An Employer must not employ a Casual Employee, in such a capacity for more than fifteen consecutive work days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

13 MINIMUM EMPLOYMENT PERIOD (TEACHER)

- 13.1 A Teacher's employment is contingent upon the satisfactory completion of a six month minimum employment period as defined in the Act.
- 13.2 If the Employer is to terminate the employment of a Teacher during the minimum employment period of the Teacher's employment, the Employer does not need to provide the relevant notice of termination in clause 38 – Notice of Termination and does not need to comply with any due process or performance management policies or procedures in place from time to time or clause 46 – Performance and Conduct Management.
- 13.3 If the Employer is to terminate the employment of a Teacher within the minimum employment period, 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' notice wholly within the one school term

- 13.4 If the Teacher is to resign within the minimum employment period, then the Teacher is required to give the same notice required of the Employer in 13.3 above.

14 MINIMUM EMPLOYMENT PERIOD (EDUCATION SUPPORT OFFICER/SCHOOL SUPPORT OFFICER)

- 14.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum

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employment period as defined in the Act.

- 14.2 If the Employer is to terminate the employment of an Employee during the minimum employment period of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 38 – Notice of Termination and does not need to comply with any due process or performance management policies or procedures in place from time to time or clause 46 – Performance and Conduct Management.
- 14.3 If the Employer is to terminate the employment of an Employee within the minimum employment period, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Education Support Officer School Support Officer	4 weeks' notice wholly within the one school term

- 14.4 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 14.3 above.

15 HOURS OF WORK (TEACHER)

- 15.1 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.
- 15.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 15.3 From the commencement of the 2024 school year, a full-time teacher may be allocated a maximum of 18.5 hours scheduled class time per week, subject to any variation by agreement between the Employer and the Employee. The Employer will determine the professional duties to be allocated to the Teacher.
- 15.4 A part time teacher is entitled to be paid pro-rata of the rate that a teacher would be entitled to receive as a full time teacher.

The pro-rata annual salary for a part time teacher is calculated using the following formula:

$$\frac{\text{Hours of Face to Face teaching per fortnight}}{37 \text{ hrs}} \times \text{annual salary}$$

- 15.5 A Teacher will be entitled to an unpaid meal break of not less than 30 consecutive minutes, which commences no later than five hours after the Teacher commenced work on that day, unless otherwise agreed between the Teacher and the Employer.

16 HOURS OF WORK (EDUCATION SUPPORT OFFICER/SCHOOL SUPPORT OFFICER)

- 16.1 A full-time Education Support Officer or School Support Officer is one whose ordinary hours of work are 38 in any one week.
- 16.2 A part time Education Support Officer or School Support Officer is one whose ordinary hours of work are less than 38 hours in that school, not being a Casual Education Support Officer or School Support Officer.
- 16.3 An Education Support Officer or School Support Officer may, at the discretion of the Principal, be

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reasonably directed, among other things, to attend staff meetings, interviews and parent teacher nights, provided that if the weekly hours for which one is employed are exceeded or are outside the hours of work in cl.16.5, then time in lieu at ordinary time rate shall apply or payment of overtime 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

- 16.4 Education Support Officers and School Support Officers shall be entitled to an unpaid meal break of at least 30 minutes. This meal break will be taken at a mutually convenient time provided that no more than five continuous hours are worked prior to the meal break. Education Support Officers and School Support Officers shall be entitled to morning tea breaks without deduction of pay where these fall within the hours of the Education Support Officers or School Support Officer's employment. The timing of such morning tea breaks can be varied by mutual agreement.
- 16.5 Hours of work shall be between 8.00 a.m. and 6.00 p.m. of a week day except by mutual agreement.
- 16.6 Employees subject to clause 13 may elect, with the consent of their Employer, to work 'make up time', under which the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

17 NON ATTENDANCE TIME (TEACHER)

- 17.1 A Teacher is not required or requested to attend at the School during Non-Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- 17.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 17.3 Where a Teacher takes unpaid leave for more than fifteen (15) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in cl.17.4.
- 17.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

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

18 NON ATTENDANCE TIME (EDUCATION SUPPORT OFFICER)

18.1 Employees employed under this Agreement may be required by the terms of their employment to work during non-attendance time.

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

PART 3 CLASSIFICATION AND REMUNERATION

19 CLASSIFICATIONS AND SALARY

Teachers

19.1 Schedule 1 sets out the classification structure/s and relevant progression arrangements.

19.2 Schedule 2 sets out the rates of pay.

19.3 To the extent necessary, the Employer and the Teacher agree that the base rate of pay may be satisfied over a period of 12 months and includes the rates of pay in Schedule 2.

19.4 The rate of pay specified in Schedule 2 is in compensation for all hours worked under this Agreement.

Education Support Officers and School Support Officers

19.5 Schedule 5 and 6 sets out the classification structure/s and relevant progression arrangements.

19.6 Schedule 8 and 9 sets out the rates of pay.

19.7 The rate of pay specified in Schedule 8 and 9 are in compensation for all hours worked under this Agreement.

20 REMUNERATION PACKAGING

20.1 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.

20.2 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.

21 SUPERANNUATION

The Employer currently makes 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 ATO. If the Employer is advised by the ATO that an Employees does not have a stapled super fund, the Employer's default superannuation fund applies. N.G.S. Super or its successor applies and the contribution will be made to this fund. The rights and obligations in these clauses supplement those in the superannuation legislation.

22 PAYMENT ARRANGEMENTS

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

PART 4 LEAVE AND OTHER ABSENCES

23 ANNUAL LEAVE

23.1 Annual Leave is in accordance with the NES except where this Agreement provides ancillary or supplementary terms.

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

23.3 An Employee must take an amount of annual leave during the shutdown period following the end of term four. The shutdown period may differ for individual Employees, depending on work commitments and activities. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.

23.4 An Employee and the Employer may agree in writing that the Employee performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.

23.5 An Employee will take all accrued annual leave during the shutdown period.

24 ANNUAL LEAVE LOADING

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 (4) weeks' annual leave.

24.1 A Teacher who is employed for part only of a School Year is entitled to be paid leave loading as follows:

17.5% of working weeks (excluding paid school holidays and non term time)		Annual Rate of Pay
	4 X	_____
Number of School's term weeks		52.18

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

17.5% of working weeks (excluding paid school holidays)		Annual Rate of Pay
—	4 X	_____
52 (excluding paid school holidays)		52.18

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

25 PERSONAL/CARER'S LEAVE

25.1 Personal/carer's leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

25.2 Entitlement

- (a) An Employee, other than a casual Employee, is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- (b) For a Full Time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their specified hours in clauses 15 – Hours of Work (Teacher) and 16 – Hours of Work (Education Support Officer/School Support Officer).
- (c) Paid personal leave is taken by the Employee because of a personal illness or injury.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) The amount of personal/carer's leave, that a Full Time Employee may take as personal/carer's leave, depends upon how long the Employee has worked for the Employer and accrues as follows:
 - (a) 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
 - (b) in the second and subsequent year of service, 15 days at the commencement of that year.
- (h) 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.
- (i) An Employee is entitled to personal/carer's leave provided that:
 - (a) the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
 - (b) the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
 - (c) the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

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25.3 Special Leave

25.3.1 An Employee is entitled to request special leave, which is taken from an Employee's entitlement to personal/carer's leave

25.3.2 The quantum of special leave that may be requested is as follows:

(a) All Employees may request 1 day of special leave per school year.

25.3.3 An Employee may request special leave for any of the following reasons:

(a) To attend the funeral of a person who is not a member of the Employee's immediate Family or household;

(b) To attend a significant family event (e.g. wedding) for a member of the Employee's Immediate Family or household;

(c) To engage in a voluntary emergency management service activity;

(d) To attend to a matter of urgent pressing necessity or obligation;

(e) To appear before a court or tribunal;

(f) To observe religious days, cultural or ceremonial events in accordance with the Leave Policy (up to 3 days non-cumulative);

(g) To attend an exam or conferral for a course of study the Employee has undertaken that is not a course of study authorised/endorsed by the School; or

(i) Other reasons, as agreed to by the Employer.

25.3.4 An Employee must:

(a) Request special leave in writing and provide the reason for requesting leave;

(b) Make the request not less than 48 hours prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and

(c) Take special leave as a full day or as a half day.

25.3.5 Special leave is approved at the complete discretion of the Principal.

25.3.6 The cap applying to the amount of special leave that can be accessed per year is non-cumulative.

26 COMPASSIONATE LEAVE

26.1.1 Compassionate leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

26.2 Entitlement

26.2.1 An Employee may take three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life. It may also be taken in the following circumstances:

(a) 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

(b) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

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26.2.2 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.

26.2.3 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.

27 INFECTIOUS DISEASES LEAVE

27.1 An Employee who is suffering from one of the following 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:

- (a) German measles
- (b) Chickenpox
- (c) Measles
- (d) Mumps
- (e) Scarlet fever
- (f) Whooping cough
- (g) Rheumatic fever, or
- (h) Hepatitis.

27.2 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.

28 PARENTAL LEAVE

28.1 Relationship with Act

Parental leave is in accordance with the NES, except where this Agreement provides ancillary or supplementary terms. From 1 January 2010, an Employee's entitlement to Parental Leave is in accordance with the NES (Division 4 and 5 of Part 2-2, of the FW Act).

28.1.1 Parental leave applies to an Employee, other than a Casual Employee, unless the Casual Employee is an eligible casual employee (as per 28.1.4).

28.1.2 The Employer must not fail to re-engage a Casual Employee, who is an eligible casual employee, because:

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

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

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

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

28.1.5 For the purposes of this clause, continuous service means service with the Employer as an Employee during the whole of the period, including any period of authorised leave. For an eligible casual employee, continuous service means a period during which the eligible casual employee was engaged on a regular and systematic basis by the Employer and during the

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casual period, the Employee had a reasonable expectation of continuing employment by the Employer.

28.1.6 A spouse includes a former spouse, a de facto spouse and a former de facto spouse.

28.1.7 Birth-related parental leave is unpaid parental leave taken by a mother or a father in association with the birth of a child (who may be the child of the Employee or the child of the Employee's spouse or de facto partner).

28.1.8 Adoption-related parental leave is unpaid parental leave taken in association with the placement of a child who:

- (i) is under 16 years of age;
- (ii) is not the child of the Employee, or the child of the Employee's spouse or de facto partner (otherwise than because of the adoption); and
- (iii) has not, or will not have, lived with the Employee for a period of six months or more as at the date of placement or the expected date of placement.

28.2 Basic entitlement

28.2.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 24 months' unpaid parental leave (birth-related parental leave or adoption-related parental leave) to be the primary care-giver of the child. in relation to the birth or adoption of a child.

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

An application under 28.2.2 may be made at any time from the time of the application for the period of unpaid parental leave provided by the Act but must be made not less than four (4) weeks prior to the date upon which the Employee is due to return to work from parental leave.

28.2.2 Part Time Work

An Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis who is a parent, or has responsibility for the care, of a child who is school aged or younger, to assist the Employee in reconciling work and parental responsibilities.

28.2.3 Request to be considered

- (i) The Employer shall consider any request made pursuant to 28.2.2 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (ii) An Employee's request and the Employer's decision made pursuant to 28.2.3 must be recorded in writing.

28.3 Notice and evidence – birth-related parental leave

28.3.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of birth-related parental leave. The Employee:

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

- (ii) must provide notice in writing to the Employer of the date on which the Employee proposes to commence parental leave and the period of leave to be taken. This notice must be provided no later than ten (10) weeks before the first day of the intended continuous period of leave.

28.3.2 When the Employee gives notice under 28.3.1 the Employee must also provide a statutory declaration stating the following:

- (i) the particulars of any period of parental leave sought or taken by the Employee's spouse;
- (ii) that the Employee intends to be the child's primary caregiver at all times while on parental leave; and
- (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.

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

28.3.4 Unless agreed otherwise between the Employer and the Employee, an Employee giving birth to a child may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

28.3.5 Where an Employee giving birth to a child continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

28.3.6 The Employer may require the Employee to start a continuous period of parental leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 28.3.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

28.3.7 Where the Employee who has given birth to a child elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

28.4 Special maternity leave

28.4.1 Where the pregnancy of an Employee not then on parental leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

28.4.2 Where an Employee is suffering from an illness not related to the direct consequences of the pregnancy, an Employee may take any paid personal/carer's leave to which she is entitled in lieu of, or in addition to, special maternity leave.

28.4.3 Where an Employee not then on parental leave suffers illness related to her pregnancy, she may take any paid personal/carers leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

28.4.4 Where leave is granted under 28.4.3, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

28.4.5 A period of special maternity leave must end before the Employee starts any continuous period of parental leave.

28.4.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

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

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

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

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

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

28.5 Notice and evidence - adoption-related leave

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

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

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

28.5.3 Where the placement of a child for adoption with an Employee:

- (i) does not commence, the Employee is not entitled to parental leave; or
- (ii) commences but is discontinued or cancelled, the Employee's entitlement to parental leave is not affected. However, the Employer may give the Employee written notice that, from a stated

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day no earlier than four (4) weeks after the day the notice is given, any untaken parental leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.

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

28.6 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 104 weeks.

28.7 Transfer to a safe job

28.7.1 Subject to 28.7.2 (i) –(iii), where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment.

28.7.2 This subclause applies to an Employee if:

- (i) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period (the risk period) because of:
- (ii) illness, or risks, arising out of her pregnancy; or
- (iii) hazards connected with that position.

28.7.3 If there is no appropriate safe job for the Employee to be transferred to, and the Employee is entitled to parental leave, the Employee will be placed on paid no safe job leave for the duration of the risk period, as stated in the medical certificate. The Employee will be paid at the Employee's base rate of pay for the Employee's ordinary hours of work during the risk period. Where an Employee is not entitled to parental leave, the Employee will be placed on unpaid no safe job leave.

28.7.4 If the Employee takes paid leave under 28.7.3:

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

28.8 Variation of period of birth-related leave or adoption-related leave:

28.8.1 Subject to the relevant provisions of the Act, the period of birth-related or adoption-related parental leave may be shortened by written agreement between the Employer and the Employee.

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28.8.2 To avoid doubt, this subclause does not apply to the right to request provision in 28.4.

28.9 Returning to work after a period of parental leave

- 28.9.1 It is requested that an Employee notifies the Employer of the Employee's intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- 28.9.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to 28.7.1, the Employee will be entitled to return to the position the Employee held immediately before such transfer.
- 28.9.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

28.10 Replacement employees

- 28.10.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- 28.10.2 Before an Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

28.11 Communication during parental leave

- 28.11.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- 28.11.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- 28.11.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 28.11.

28.12 Paid pre-natal leave

- 28.12.1 An Employee who is pregnant will be granted paid leave to a maximum of 38 hours to attend routine medical appointments associated with that pregnancy, subject to 28.12.3.
- 28.12.2 An Employee whose spouse is pregnant may access paid leave to a maximum of 15.2 hours to attend routine medical appointments associated with the pregnancy, subject to 28.12.3.
- 28.12.3 In order to be eligible for the paid pre-natal leave in 28.12.1 and 28.12.2, the Employee must:
- a) provide a medical certificate certifying the Employee or the Employee's spouse (as applicable) is pregnant;
 - b) provide a certificate of attendance for each appointment; and
 - c) schedule appointments, where possible, at times that minimise disruption to the school and/or the requirement to engage replacement staff for the period of absence.

29 PAID PARENTAL LEAVE

- 29.1 Where an Employee is granted unpaid parental leave in accordance with the Act and clause 29 – Parental Leave of this Agreement to be the primary caregiver of a child, the Employee is entitled to be paid a parental allowance:
- 29.1.1 equivalent to sixteen (16) weeks' salary for birth-related leave at the Employee's ordinary rate of pay, leave commencing at or around the time of the birth of the child; or
 - 29.1.2 equivalent to two weeks' salary for adoption-related leave for the designated full-time carer at the Employee's ordinary rate of pay, leave commencing at or around the time of the placement of the child with the Employee.
- 29.2 During the period of time that the Employee is in receipt of the parental allowance under 29.1, the Employee is entitled to accrue annual leave, as defined by the Act, and personal/carer's leave, in accordance with clause 25 – Personal/carer's Leave of this Agreement.
- 29.3 Where an Employee is granted unpaid leave at the time of the birth of a child or placement of a child for adoption in accordance with the Act, the Employee is entitled to a parental allowance for partner leave at the Employee's ordinary rate of pay for up to 10 days.
- 29.4 An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 29.1.1 or 29.3 for the birth or placement of a second or subsequent child.
- 29.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 29.1.1.
- 29.6 The parental allowance is not payable during a period of paid leave.
- 29.7 Where legislation is implemented providing for payment during a period of parental leave, the parental allowance available under this clause will absorb any legislative entitlements.

30 LONG SERVICE LEAVE

- 30.1 An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018 (Vic)* (or successor(s)), as appropriate, except where this Agreement provides ancillary or supplementary terms.
- 30.1.1 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment with the Employer, with an entitlement to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.
 - 30.1.2 After 7 years of continuous employment, Employees are entitled to pro-rata access to long service leave in accordance with this clause.
- 30.2 Arrangements for taking long service leave
- 30.2.1 A Teacher must take long service leave for a period of one (1) school term, unless otherwise approved by the Principal. Where a Teacher does not have sufficient long service leave to cover an entire term, a period of unpaid leave may be granted by the Principal.
 - 30.2.2 The Employer may require a Teacher to take one (1) school term of long service leave within 24 months of it falling due.
 - 30.2.3 Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal at least twelve months before the proposed commencement date of the long service leave.

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- 30.2.4 An Education Support Officer/School Support Officer can request to take long service leave for a period of not less than one (1) day. The Employer must grant the request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.
- 30.2.5 Where an Education Support Officer or School Support Officer applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. It is the College's preference that as much notice as possible be given to enable due consideration of the request for leave. Where an Education Support Officer or School Support Officer is applying to take long service leave for a period in excess of four (4) weeks, it is the College's preference that they provide a minimum of one (1) terms' notice. Where an Education Support Officer or School Support Officer is applying to take long service leave for a period of four (4) weeks' or less, it is the College's preference that they provide a minimum of two (2) weeks' notice.
- 30.2.6 Accrued long service leave will be paid in lieu where a Employee's employment is terminated after seven (7) years of continuous employment.
- 30.2.7 The calculation of long service leave is in accordance with the NES or the LSL Act, as appropriate.
- 30.3 Illness on Long Service Leave
- 30.3.1 Subject to the requirements of 30.3.2, an Employee who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.
- 30.3.2 The Employee's application under 30.3.1:
- (a) must be received by the Employer during the period of illness or injury;
 - (b) 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
 - (c) 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.

31 PUBLIC HOLIDAYS

- 31.1 Public holidays are as provided for in the NES except where this Agreement provides ancillary or supplementary terms. An Employee is entitled to public holidays as specified in the *Public Holidays Act 1993 (Vic)* and as gazetted by the Victorian Government from time to time. These include the following:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - (b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day.
 - (c) any other day prescribed in Victoria by an Act of Parliament or Proclamation.
- 31.2 Public holidays that occur during a period of Non Attendance Time for Employees in accordance with clause 17 or 18 – Non Attendance Time do not create an additional entitlement.
- 31.3 In exceptional circumstances, the Employer may substitute another day for any prescribed in 31.2.

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- 31.4 By agreement between the Employer and the individual Employee, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 31.5 An agreement made in accordance with 31.3 or 31.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

32 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.

33 EXAMINATION LEAVE

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

34 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.

35 ADDITIONAL QUALIFICATIONS

An Employee who, subject to College pre-approval, acquires additional qualifications relevant to the Employee's position of employment with the School, is entitled to be credited with the equivalent of one year of experience for each qualification (where that qualification is at least the equivalent of one full year course of study).

An Employee is required to notify the Employer in writing of the acquisition of the qualification. The written notice must be accompanied by satisfactory evidence of acquisition, which, ordinarily, will include a certified copy of the award and transcript of results.

The advancement will take effect:

- (a) from the commencement of the next School Year where the Employee gains the qualification at the end of the tertiary year, or
- (b) immediately from the notification of attainment, with the Employee's original anniversary date retained, where the Employee gains the qualification during the year.

Notwithstanding anything to the contrary, entitlement derived from the acquisition of the additional qualifications will not pre-date the written notification.

36 JURY SERVICE LEAVE

- 36.1 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.
- 36.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 36.3 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.
- 36.4 The Employee must inform the Employer immediately of any change to the known period of

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absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

- 36.5 Subject to cl. 36.2, 36.3 & 36.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 36.1 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.

37 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 37.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Compensation and Rehabilitation Act 2013 (Vic) (WIRC Act)*, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 37.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the WIRC Act, then:
- (a) the Employee does not accrue the following entitlement under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. paid personal/carer's leave.
 - (b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time which fall during the period that the Employee is in receipt of weekly payments under the WIRC Act.
- 37.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the WIRC Act, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 37.4 For the purposes of 37.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

PART 5 TERMINATION OF EMPLOYMENT AND RELATED MATTERS

38 NOTICE OF TERMINATION

- 38.1 Where the Employer wishes to terminate the employment of an Employee during the minimum employment period pursuant to clause 13 or 14 – Minimum Employment Period, or an Employee wishes to resign during the minimum employment period, the period of notice is specified by clause 13 or 14 – Minimum Employment Period.
- 38.2 Where the Employer wishes to terminate the employment of an Employee, where the Employee has had five or more years' continuous service with the Employer, the Employer will give:
- (a) a full term's notice in writing or full payment in lieu for Teachers; or
 - (b) four weeks' notice in writing or full payment in lieu for Education Support Officers/School Support Officers.
- 38.3 Where the Employer wishes to terminate the employment of an Employee, where the Employee has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give:

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(a) seven weeks' notice in writing, wholly within the one school term or full payment in lieu for Teachers; or

(b) four weeks' notice in writing, or full payment in lieu for Education Support Officers.

- 38.4 Where the Employer wishes to terminate the employment of a Fixed Term Employee, who is replacing another Employee on parental leave, the Employer will give the Fixed Term Employee four weeks' notice if the Employee being replaced provides notice to the Employer that the Employee being replaced wishes to return from parental leave.
- 38.5 Payment in lieu is calculated by taking the rate of pay that an Employee would have received by working during the notice period if the Employee's employment had not been terminated.
- 38.6 Subject to clause 13 – Minimum Employment Period (Teachers), a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one term, when notice is given during term one, two or three. A Teacher must provide a minimum of seven weeks' notice in writing, four weeks of which must be given wholly within one school term, when notice is given during term four. The Teacher will, if possible, give up to seven weeks' notice in writing, wholly within term four. Subject to clause 14 – Minimum Employment Period (Education Support Officer/School Support Officer), an Education School Officer or School Support Officer must provide the Employer with a minimum of four weeks' notice in writing.
- 38.7 The notice period in this clause and in clauses 13 & 14 – Minimum Employment Period do not apply where the Employee is guilty of serious misconduct. In other circumstances an Employee would expect to have followed a formal process that includes regular monitoring of performance, support from the school as appropriate, regular meetings to discuss observations and provide opportunity to respond.

39 REDUNDANCY

39.1 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.

39.2 Redundancy Disputes

39.2.1 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:

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

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

39.3 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.

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39.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Under 45 years of age</u>	<u>45 years and over</u>
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks' pay*	5 weeks' pay*
2 years and less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and less than 5 years	12 weeks' pay	15 weeks' pay
5 years and less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and over	16 weeks' pay	20 weeks' pay
15 years and over	21 weeks' pay	25 weeks' pay

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

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

39.5 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 clause 39.4 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.

39.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains acceptable alternative employment for an Employee acceptable to that Employee subject to s.120 of the FW Act.

39.7 Time off during notice period

- (a) 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.
- (b) 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.

PART 6 OTHER PROVISIONS

40 MEAL ALLOWANCE

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

Employees attending professional learning activities, overnight excursions or overseas trips are eligible to receive an evening meal allowance of \$22 for each night away from home.

41 CAMP ALLOWANCE

- a) From the commencement of this Agreement, the Employer will pay an allowance of \$120 per night to an Employee who is required to attend a school directed camp/trip or other overnight student supervised activities in Australia and overseas.
- b) The allowance is not payable to an Employee who voluntarily attends.
- c) In addition to the allowance in cl.41(a), the Employer will pay an Employee the daily CRT rate in Schedule 2 where a school directed camp/trip or other overnight student supervised activities falls on a weekend (in Australia and overseas).

42 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.

43 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.

44 FAMILY & DOMESTIC VIOLENCE LEAVE

44.1 NES

Paid family and domestic violence leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

44.2 Definitions

44.2.1 In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (c) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of **family member** in this clause includes a former spouse or de facto partner.

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44.3 Entitlement to paid and unpaid leave

44.3.1 Each year, for the purpose of dealing with family and domestic violence, as follows:

- (a) a full-time Employee is entitled to twenty (20) days of paid leave;
- (b) a part-time Employee is entitled to a total of twenty (20) days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of twenty (20) days of paid leave based on the part-time Employee's ordinary hours of work;
- (c) a casual Employee is entitled to ten days of paid leave.

44.3.2 The entitlement in cl.44.3.1 to deal with family and domestic violence:

- (a) is available in full at the start of each 12 month period of the Employee's employment; and
- (b) does not accumulate from year to year.

Note: The leave entitlement in cl.44.3.1 will be offset against the NES paid leave entitlement, should this not be prohibited by the NES.

44.4 Taking leave

An Employee may take leave under this clause to deal with family and domestic violence if the Employee:

- 44.4.1 is experiencing family and domestic violence; and
- 44.4.2 needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note. The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending court hearings, or accessing police services.

44.5 Service and continuity

The time an Employee is on unpaid leave under this clause to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

44.6 Notice and evidence requirements

44.6.1 Notice

An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the Employer of the period, or expected period, of the leave.

44.6.2 Evidence

An Employee who has given the Employer notice of the taking of leave under cl.44.6.1 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.44.4.

Note. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

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44.7 Confidentiality

44.7.1 The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under cl.44.6.2 is treated confidentially, as far as it is reasonably practicable to do so.

44.7.2 Nothing in cl.44.7.1 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer should consult with such Employees regarding the handling of this information.

44.8 Compliance

An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.

45. SEXUAL ABUSE SURVIVORS SUPPORT

45.1 Who the clause applies to

(a) This clause applies to any Employee (other than a Casual Employee) who has been a victim of historical sexual abuse.

(b) A "victim of historical sexual abuse" means a person who has raised an allegation of sexual abuse, relating to an incident which took place when the alleged victim was under 18 years old. "Sexual abuse" includes any form of sexual activity perpetrated by a person over the age of 18 years. This may include sexual intercourse, sexual touching or any other sexual act.

45.2 Establishing the entitlement

An Employee will be eligible for support under this clause by providing the Employer with evidence of a disclosure that they have been a victim of historical sexual abuse, such as:

- (a) a prior disclosure to police, an Employer or a family member;
- (b) an admission or guilty plea from the accused; or
- (c) evidence that would satisfy a reasonable person, such as a statutory declaration by the Employee stating that they have made such a disclosure.

45.3 The entitlement

45.3.1 An eligible Employee will be entitled to up to 20 days' paid historical sexual abuse leave per school year (non-cumulative) for the following:

- (a) attending and preparing for legal proceedings;
- (b) support services; and/or
- (c) other activities approved by the Employer

45.4 The Employer must not refuse any reasonable request for leave or assistance.

45.5 Notice period

45.5.1 The Employee must give the Employer notice of the taking of leave under this clause.

The notice:

- (a) must be given to the Employer as soon as reasonably practicable (which may be after the leave has started); and
- (b) must advise the Employer of the period, or expected period, of the leave.

45.6 Support person

45.6.1 An Employee who supports a person who has experienced historical sexual abuse may utilise their personal/carer's leave entitlement to accompany them to court, hospital or support services, or to care for children. The Employer may require evidence consistent with clause 30.9 from an Employee seeking to utilise their personal/carer's leave entitlement. 34.6

45.7 Confidentiality

45.7.1 The Employer must take all reasonable measures to ensure that any personal information provided by the Employee to the Employer concerning historical sexual abuse is kept confidential.

46. PERFORMANCE AND CONDUCT MANAGEMENT

46.1 Application

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

- (a) where an Employee's employment is terminated during the minimum employment period as defined in the Act; or
- (b) for a casual Employee.

46.2 Performance Management

- (a) 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.
- (b) 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 support person 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).
- (c) 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;

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- (iv) include documentation, where appropriate;
- (v) set periods of review, as appropriate.
- (d) 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.

46.3 Conduct Management

- (a) 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.
- (b) 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 support person 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.
- (c) 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).
- (d) Concern(s) with an Employee's conduct may be resolved by:
 - (i) issuing the Employee with a warning or a final warning in writing; or
 - (ii) terminating the employment of the Employee in accordance with the relevant notice provision; or
 - (iii) 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; or
 - (iv) other action, appropriate to the situation.

47. CONSULTATIVE COMMITTEE

- 47.1 Bayview College will have a Consultative Committee as outlined in its Policy as published during the access period
- 47.2 The Consultative Committee will be governed by a Policy document as published during the access period that shall describe the makeup of members, processes of representation, meeting schedule, scope, decision making processes and processes for the Principal to disagree with the Committee. The Consultative Committee Policy may be reviewed from time to time by the fully appointed Committee in accordance with the Policy and the fully appointed Committee may make changes where the changes are voted on by a majority of that Committee.

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47.3 For the purpose of this clause, the parties adopt the following comments made by Smith C. in CPSU, the *Community and Public Sector Union v Vodaphone Network Pty Ltd* (Print PR911257) "Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker ... Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals."

48 UNION TRAINING

48.1 The Employer will provide one (1) day of paid leave per year for one Employee union representative to attend training approved by the Principal.

48.2 Where there is more than one Employee union representative, only one Employee union representative will be entitled to the leave under cl.48.1 and the Employee attending will be determined by the Principal.

48.3 The timing of leave pursuant to this cl.48 is subject to the operational requirements of the School.

48.4 The Employer shall not be liable for any expenses associated with an Employee attending training under this cl.48.

Bayview College Portland Agreement 2023 - 2025

Executed as an agreement on this 6th day of December 2023

EMPLOYER REPRESENTATIVE

Signed: [Signature]

Date: 8th December 2023

Name in full (printed): Rev. Gregory A. D. Tait

Position title: Chair of Board of Directors

Authority to sign explained: By Company Constitution

Address: 117 Bentinck St
Portland VIC 3305

Witnessed by: [Signature]

Witness name in full: MICHAEL JOHN CROWE

Witness address: 11 HOGETTS ROAD
GORAE 3305

EMPLOYEE REPRESENTATIVE

Signed: [Signature]

Date: December 6, 2023

Name in full (printed): Emma Rudge

Position title: IEU sub branch representative

Authority to sign explained: Nominated IEU sub branch rep.

Address: 5 Hard St, Portland
Victoria, 3305

Witnessed by: WINIS IMBI [Signature]

Witness name in full: WINIS IMBI

Witness address: 3 POESIDON CRT, PORTLAND, VIC, 3305

SCHEDULE 1 – CLASSIFICATION STRUCTURES

1.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

- 1.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level T1-3, and subject to 1.1.2, progress to Level T2-6 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.
- 1.1.2 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

1.2 Permission to Teach Teachers with the Victorian Institute of Teachers

- 1.2.1 A Permission to Teach Teacher will be paid not less than Level T1-1.
- 1.2.2 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.

1.3 Teachers holding Positions of Responsibility

- 1.3.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or leadership duties additional to those usually required of a Teacher by the Employer.
- 1.3.2 The rate of pay is linked to a position of responsibility rather than tied to an individual teacher.
- 1.3.3 The Principal determines who is eligible for the rate of pay.
- 1.3.4 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.

SCHEDULE 2 – RATES OF PAY

2.1 Annual Rate of Pay

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

	July 23	Jan 24	Jul 24	Jan 25	Jul 25
T2-6	113,456	\$116,883	\$118,052	\$119,231	\$120,424
T2-5	104,883	\$108,051	\$109,131	\$110,222	\$111,325
T2-4	101,151	\$104,205	\$105,248	\$106,300	\$107,363
T2-3	97,551	\$100,497	\$101,501	\$102,516	\$103,542
T2-2	94,079	\$96,919	\$97,889	\$98,868	\$99,857
T2-1	90,731	\$93,471	\$94,405	\$95,350	\$96,303
T1-5	87,503	\$90,146	\$91,046	\$91,957	\$92,877
T1-4	84,388	\$86,937	\$87,806	\$88,684	\$89,570
T1-3	81,386	\$83,843	\$84,681	\$85,528	\$86,384
T1-2	78,489	\$80,859	\$81,668	\$82,485	\$83,310
T1-1	76,484	\$78,793	\$79,581	\$80,377	\$81,181

2.2 Fortnightly Rate of Pay

The fortnightly rate of pay is calculated by dividing the annual rate of pay by 26.09.

2.3 Annual Leave Loading

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

2.4 Casual Rate of Pay

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

Effective Date	Hourly Rate	Maximum Daily Rate	Half Day Rate
From the commencement of the 2024 school year	\$74.76	\$448.58	\$224.29

SCHEDULE 3 – POSITIONS OF LEADERSHIP STRUCTURE

3.1 Eligibility

- 3.1.1 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.
- 3.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.
- 3.1.3 The Principal determines who is eligible for the rate of pay.

3.2 Notification

- 3.2.1 The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.
- 3.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 3.3.

3.3 Rates of Pay

3.3.1

Allowance	July 23	Jan 24	Jul 24	Jan 25	Jul 25
POL 1	\$3,011	\$3,102	\$3,132	\$3,164	\$3,196
POL 2	\$6,079	\$6,263	\$6,326	\$6,389	\$6,453
POL 3	\$9,253	\$9,533	\$9,628	\$9,724	\$9,822
POL 4	\$12,510	\$12,889	\$13,017	\$13,148	\$13,278

SCHEDULE 4 - STRUCTURES

4.1 An Education Support Officer shall be employed as either:

- 4.1.1 A Category "A" Education Support Officer; or
- 4.1.2 A Category "B" Education Support Officer; or
- 4.1.3 A Category "C" Education Support Officer; or
- 4.1.4 A "Casual" Education Support Officer.

4.2 Upon engagement the Employer shall appoint the Education Support Officer, to the appropriate classification Level based on the general work descriptions, the level of direction and supervision and the required duties. The pay subdivision within the Level will be determined by experience. Education Support Officers will be paid in accordance with the rates in Schedule 8. School Support Officer will be paid in accordance with the rates in Schedule 9.

4.3 Bayview College has agreed upon a set of indicative duties to assist in the classification process.

4.4 Upon engagement, the Education Support Officer shall be given a letter of appointment which sets out the Level and the pay subdivision, together with the category of employment, the hours of duty, rate of pay, superannuation entitlements and long service leave provisions. In the case of Category "C" Education Support Officer, the weeks of leave for the one school year shall be specified upon engagement and at the start of the year.

4.5 For the purposes of this clause:

- 4.5.1 A Category "A" Education Support Officer is one who normally works 48 weeks per year and receives four weeks paid annual leave per year.
- 4.5.2 A Category "B" Education Support Officer is one who normally works during the school term time only and receives paid school holidays.
- 4.5.3 A Category "C" Education Support Officer is one who normally works 45 weeks per year and receives seven weeks paid school holidays.
- 4.5.4 A "Casual" Education Support Officer is one who is employed for 35 or less consecutive days per school year

SCHEDULE 5 – CLASSIFICATION – Education Support Officer

5.1 Classification - Education Support

5.1.1 General Work Description - Level One

(a) Competency

- (i) Competency at this level involves application of knowledge and skills to a range of defined tasks, roles and contexts where the choice of actions required is clear.

(b) Judgement, independence and problem solving

- (i) Roles at this level will require Employees to apply generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

(c) Direction

- (i) Close supervision or, in the case of more experienced Employees, routine supervision of straightforward tasks; close supervision of more complex tasks.

(d) Supervision

- (i) Roles at this level do not supervise students without a higher level Education Support Employee, Teacher or Principal being present.

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(e) Qualifications and Experience

- (i) Level 1 duties do not require a qualification or prior experience upon engagement.

5.1.2 General Work Description- Level Two

(a) Competency

- (i) Competency at this level may include Level 1 competencies. In addition, competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is generally a variety of tasks, roles and contexts. There is some complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions.

(b) Judgement, independence and problem solving

- (i) Roles at this level will require Employees to exercise judgment to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to respond to variations.
- (ii) Roles may require an Employee to:
 - apply diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks; and/or
 - undertake tasks requiring expertise in a specialist area or a broad knowledge of a range of functions.

(c) Direction

- (i) Supervision is generally required to establish general objectives relative to specific tasks, to outline the desired end product and to identify potential resources for assistance.
- (ii) Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks.

(d) Supervision

- (i) Roles at this level may be required to:
 - supervise students while performing their normal duties but may not be used instead of a Teacher;
 - supervise other Employees at lower levels.

(e) Qualifications and Experience

- (i) Level 2 duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to:
 - completion of a trades certificate or Certificate III;
 - completion of Year 12 or a Certificate I or II, with relevant experience and or education/training; or
 - an equivalent combination of relevant experience and/or education/training.

5.1.3 General Work Description- Level Three

(a) Competency

- (i) Competency at this level may include Level 1 - 2 competencies. In addition, competency at this level involves the development and application of professional knowledge in a specialised area(s) and utilising a broad range of skills.
- (ii) An Employee at this level will have a depth or breadth of expertise developed through extensive relevant experience and application, and performs work assignments guided by policy, precedent, professional standards and expertise. This may require the provision of support and advice to senior management and/or performing a support role to a senior administrator

(b) Judgement, independence and problem solving

- (i) Roles at this level will require problem solving that involves the identification and analysis of diverse problems, and will apply appropriate technical training and expertise to decision- making.
- (ii) Roles at this level will generally have scope to undertake some or all of the following in their area:
 - innovate within own function and take responsibility for outcomes;
 - design, develop and test equipment, systems and procedures;
 - participate in planning involving resources used and developing proposals for resource allocation;

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- exercise high level diagnostic skills on sophisticated equipment or systems; and/or
- analyse and report on data and experiments.

(c) Direction

- (i) Routine supervision to general direction, depending on tasks involved and experience.
- (ii) Supervision is present to review established objectives.

(d) Supervision

- (i) Roles at this level may be required to:
 - supervise students while performing their normal duties but may not be used instead of a Teacher;
 - supervise other Employees at lower levels

(e) Qualifications and Experience

- (i) Level 3 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - Completion of a degree without relevant work experience;
 - Completion of an advanced diploma qualification and at least one years' relevant work experience;
 - Completion of a diploma qualification and at least two years' relevant work experience;
 - Completion of a Certificate IV and extensive relevant work experience; or
 - an equivalent combination of relevant experience and/or education/training.

5.1.4 General Work Description- Level Four

(a) Competency

- (i) Competency at this level may include Level 1 - 3 competencies. In addition, competency at this level operates within broad principles set by management.
- (ii) An Employee at this level is expected to undertake a high proportion of tasks involving complex, specialised or professional functions.
- (iii) A role at this level may co-ordinate or manage a specific functional responsibility and/or liaise with the general community, government agencies or service providers.

(b) Judgement, independence and problem solving

- (i) Roles at this level will generally require Employees to be able to:
 - independently relate existing policy to work assignments and apply a specific body of knowledge to solve problems;
 - use theoretical principles in modifying and adapting techniques

(c) Direction

- (i) Broad direction, working with a degree of autonomy.

(d) Supervision

- (i) Roles at this level may be required to:
 - supervise students while performing their normal duties but may not be used instead of a Teacher;
 - co-ordinate or manage a specific functional responsibility and/or manage other Employees including administrative, technical and/or professional Employees.

(e) Qualifications and Experience

- (i) Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - a degree with relevant work experience;
 - extensive experience and/or management expertise in the relevant field; or
 - an equivalent combination of relevant experience and/or education/training.

5.1.5 General Work Description- Level Five

(a) Competency

- (i) Competency at this level may include Level - 4 competencies. In addition, competency at this level generally requires Employees to be responsible for program area development and implementation, to provide strategic support and/or advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.

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(ii) A role at this level will generally lead and manage a significant functional element of a large school, and/or contribute in a major way to the development, maintenance and implementation of the policy framework of a large school.

(b) Judgement, independence and problem solving

(i) Roles at this level may generally require Employees to develop of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(ii) Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment.

(c) Direction

(i) Little or no supervision is required.

(ii) Generally reports directly to the Principal.

(d) Supervision

(i) Roles at this level may be required to:

- supervise students while performing their normal duties but may not be used instead of a Teacher;
- have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

(e) Qualifications and Experience

(i) Level 5 duties typically require a skill level which assumes or requires:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive experience;
- extensive experience and/or management expertise; or
- an equivalent combination of relevant experience and/or education/training.

5.2 Typical duties- Education Support (Level I)

The duties listed are examples of activities typically undertaken by Employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.2.1 School Administrative Services 1

(a) performing a reception function, including providing information, making appointments and bookings, responding to enquiries from parents, students, Employees and general public in accordance with school procedures;

(b) undertaking a wide range of secretarial and clerical duties, including word processing, maintain email and computerised records, taking of minutes and writing of reports (as directed);

(c) performing duties involving the inward and outward movement of mail, copying, maintaining and retrieving records, straight forward data entry and retrieval;

(d) operating routine office equipment, such a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine;

(e) assisting with the preparation of internal and external publications;

(f) monitoring and maintaining stock levels of stationery/materials within established parameters, including re-ordering;

(g) carrying out financial transactions such as receipting, banking and petty cash.

5.2.2 Student Support 1

(a) assisting student learning in specified learning areas and tasks, either individually or in a group, under the specific direction and supervision of a Teacher or a higher level Employee;

(b) providing general assistance of a supporting nature to Teachers on a directed basis;

(c) providing basic physical, social and emotional care for students e.g. toileting, meals and lifting;

(d) assisting with clerical duties associated with regular school activities e.g. student records, equipment records;

(e) assisting with the collection, preparation and distribution of learning materials;

(f) providing limited assistance with communication between Teachers and non-English speaking parents/students;

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(g) assisting in interpreting and/or translating of basic, non-complex documents.

5.3 Typical duties- Education Support (Level 2)

The duties listed are examples of activities typically undertaken by employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.3.1 Administrative Services 2

- (a) providing administrative support to management personnel, including arranging appointments, diary and calendar management and preparing both confidential and general correspondence;
- (b) liaising with, and managing enquiries from students, parents, Employees and the general public;
- (c) using computer software packages, including desktop publishing; spreadsheets, database and/or web software, at an advanced level;
- (d) preparing government and statutory authority returns for authorisation;
- (e) maintaining the schools financial records, including:
 - (i) entering and retrieving financial data and preparing financial and management reports for review and authorisation;
 - (ii) undertaking bank and ledger reconciliations;
 - (iii) preparing financial documentation and data for the budget;
 - (iv) maintaining accounting bookkeeping records.
- (f) preparing monthly summaries of debtors and creditors ledger transactions with reconciliations;
- (g) reconciling school spending against budget;
- (h) applying inventory and purchasing control procedures;
- (i) administering the personnel function for a school using a payroll bureau, or in a small school, including:
 - (i) maintaining personnel records;
 - (ii) calculating and maintaining wage and salary records;
 - (iii) providing standard information and advice to staff on salaries and basic details of their conditions of employment;
 - (iv) calculating staff entitlements e.g. Positions of Leadership, leave, benefits.

5.3.2 Student Support 2

- (a) assist student learning, where discretion and judgement is required (including providing more individualised approaches and intervention strategies, and assist in identification of learning needs and evaluation of progress under the general supervision and direction of the Teacher);
- (b) participate in the monitoring, evaluation and reporting of student learning and programs;
- (c) work with students to enable them to use specialised augmentative communication and adaptive technology to enhance student access to the curriculum;
- (d) under the general supervision and direction of teaching staff, undertake specialist assistance to students in specific learning areas e.g. languages, technology, the Arts;
- (e) under the general supervision and direction of teaching staff, undertake learning support activities involving specialist cultural understanding and skills, e.g.:
 - (i) assisting students with classroom activities;
 - (ii) supporting Teachers to understand the educational, health and welfare needs of Koori and refugee students;
 - (iii) acting as a cultural support person or mentor;
 - (iv) assisting in the delivery of culturally inclusive curriculum.
- (f) providing basic support to students within defined principles and parameters;
- (g) assisting in wellbeing programs and/or supporting a Chaplaincy program.

5.3.3 Curriculum Resource Services 2

General

- (a) applying specialised knowledge in specific function area i.e. science laboratory, ICT support, library;
- (b) providing specialised knowledge that is relied upon to deliver support services under direction e.g. information technology and technical support in science laboratories and libraries;

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- (c) applying technical and/or scientific principles to enable the performance of a variety of inter-related technical tasks;
- (d) evaluating and making recommendations for the purchase of technical or computer equipment;
- (e) assist with training and/or instruction in respect to technical systems or scientific processes;
- (f) maintaining booking and repair/replace systems for equipment;
- (g) routine ordering and maintenance of equipment and materials.

Specific to library/AV Services

- (a) performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks;
- (b) maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording;
- (c) assisting students and Teachers to use the catalogue and/or locate books and resource materials;
- (d) explaining the function and use of library and library equipment to students;
- (e) maintaining catalogues of recorded programs in accordance with established routines, methods and procedures;
- (f) under direction, assisting teaching staff to take story groups;
- (g) searching and identifying fairly complex bibliographic material;
- (h) answering ready references inquiries;
- (i) operating a wide range of audio-visual or computer equipment;
- (j) demonstrating and explaining the routine operation of audio-visual, computer and other similar equipment;
- (k) recording materials by means of sound and photographic equipment, etc.

Specific to Laboratory

- (a) caring for flora and fauna;
- (b) preparing teaching aids under direction;
- (c) preparing standard solutions and less complex experiments;
- (d) providing technical support to Teachers;
- (e) evaluating and making recommendations for the purchase of technical or computer equipment;
- (f) implementing measures for proper storage control and handling or disposal of dangerous or toxic substances;
- (g) culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances;
- (h) within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens;
- (i) assisting with the design/demonstration of experiments and scientific equipment, as directed;
- (j) routine ordering of supplies and materials.

Specific to Information and Communications Technology (ICT)

- (a) assisting with training and develop training guides for staff and students;
- (b) responding to faults in the first instance.

5.4 Typical duties- Education Support (Level 3)

The duties listed are examples of activities typically undertaken by employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.4.1 Administrative Services 3

- (a) responsibility for the efficient clerical and/or financial administration of a unit;
- (b) providing designated high level support to senior school leadership, including initiating complex or confidential reports, documents and correspondence;
- (c) administering the personnel function in a school, including:
 - (i) maintaining personnel records;
 - (ii) calculating and maintaining wage and salary records.
- (d) coordinating and/or administering the general financial operations of a unit;

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- (e) providing high level assistance to a Business Manager/ Accountant/Principal in the preparation of supporting *data*, reports and other documentation for financial/budgetary decision making purposes;
- (f) responsibility for functions such as:
 - (i) preparing the accounts of a school to operating statement stage;
 - (ii) using advanced techniques and methods to analyse and interpret the financial statements and formulating period and year end entries;
 - (iii) monitoring and managing debtors;
- (g) Co-ordinating the work of School Support Officers.

5.4.2 Student Support 3

- (a) undertaking specialist intervention strategies requiring advanced training and expertise;
- (b) coordinating the work of a specialised unit in a school;
- (c) providing standard professional services within defined organisational parameters under general guidance from senior staff;
- (d) providing professional reports requiring factual analysis, including assessments and recommendations for consideration by others;
- (e) providing standard clinical professional services to students within the parameters of school policy and guidelines;
- (f) conducting basic training and instruction related to the professional field for school colleagues;
- (g) working as a provisionally registered Psychologist;
- (h) actively working within and for the school community to assist in creating a culturally inclusive and supportive environment through such duties as:
 - (i) engaging actively with parents and local aboriginal or refugee communities, agencies and networks;
 - (ii) assisting in the professional learning of Teachers;
 - (iii) assisting the organisation of cultural activities.

5.4.3 Curriculum Resource Services 3

General

- (a) undertaking some responsibility for other Employees in the work area;
- (b) providing assistance or guidance to other Employees in the work area;
- (c) exercising judgement and discretion in providing technical assistance in the operation of a library, laboratory, or technology centre;
- (d) exercising discretion and judgement in assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre;
- (e) assisting with the planning and organisation of a laboratory or technology centre and fieldwork;
- (f) investigating and reporting on the efficiency and effectiveness of system design;
- (g) conducting training and instruction to school colleagues within the technical field;
- (h) regularly interacting with a range of external or internal clients to provide advice or specialist information.

Specific to Library / AV Services

- (a) preparing descriptive cataloguing for library materials;
- (b) supervising the operation of circulation systems;
- (c) answering reference and information inquiries, other than ready reference;
- (d) providing advanced guidance in the use of information systems;
- (e) producing advanced resource materials e.g. multi-media kits, video and film clips;
- (f) teaching advanced audio-visual, computer and other technical skills to students and Teachers;
- (g) searching and verifying bibliographical data where judgement and discretion is involved;
- (h) assisting with supervision of students in the library where discretion and judgement is involved.

Specific to Laboratory

- (a) providing technical assistance and advice, as requested;
- (b) testing of experiments and demonstrating experiments with Teachers.

Specific to Information and Communications Technology (ICT)

- (a) advising Teachers and students on aspects of information technology and use in the school;
- (b) supervising and maintaining hardware and software components of a computer network, with appropriate support for users;
- (c) responding to faults requiring more detailed attention;
- (d) designing and implementing systems for computer networks and deploying a significant number of computers at a time without guidance.

5.5 Typical duties- Education Support (Level 4)

The duties listed are examples of activities typically undertaken by Employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.5.1 Administrative Services 4

- (a) managing a significant functional unit with a diverse or complex set of functions and substantial resources;
- (b) coordinating or managing the administrative services across two or more campuses of a secondary college;
- (c) being responsible for the financial functions and/or team in a school;
- (d) providing high level financial advice and support and complex budget advice and support;
- (e) managing the provision of services including buildings, maintenance, cleaning, residential, food and transport.

5.5.2 Student Support 4

- (a) providing standard professional services at an experienced level within defined organisational parameters;
- (b) providing complex professional reports requiring in-depth factual analysis, including assessments and recommendations for consideration by others;
- (c) providing standard clinical professional services to students within the parameters of school policy and guidelines;
- (d) making decisions on complex intervention strategies that may have significant consequences for clients and their families.

5.5.3 Curriculum/Resource Services 4

General

- (a) providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level;
- (b) being responsible for a significant and discrete functional unit, which ordinarily will involve the supervision of its staff;
- (c) liaising and negotiating to a significant degree with Teachers on curriculum matters;
- (d) providing expertise and leadership in policy development to guide the work of others, including Teachers;
- (e) developing and delivering professional development programs for colleagues or other staff involved in a technical field.

Specific to Library/AV Services

- (a) demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas.

Specific to Laboratory

- (a) designing and demonstrating more complex experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgement are required;
- (b) managing a science laboratory in a large or multi-campus secondary college where a variety of tests are undertaken, including activities that are not routine and techniques that are not standard

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(such a role would mainly only exist if curriculum leaders role was independent of the laboratory manager);

(c) formulating and supervising experiments for colleagues or other staff involved in a scientific or technical field.

Specific to Information and Communications Technology (ICT)

(a) managing the development and effective operation of the computer systems within a school(s) where there is a high degree of complexity (e.g. significant size, multi campuses, integration of several functional areas) and importance to the educational objectives to be achieved.

5.6 Typical duties- Education Support (Level 5)

The duties listed are examples of activities typically undertaken by employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

5.6.1 Administrative Services 5

(a) leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources in a large school.

5.6.2 Student Support 5

(a) managing at a high level the delivery of professional support services in a large school, including the development of policy and operational practices to guide the work of others.

5.6.3 Curriculum/Resource Services 5

General

(a) leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources in a large school, including initiating, developing and implementing key policy initiatives.

SCHEDULE 6 – CLASSIFICATION – School Support Officer

6. Classification- School Support Officers

6.1 School Support Officer Level One

(a) Qualifications and experience

Level 1 duties do not require a qualification of experience upon engagement.

(b) Typical roles and duties

- (i) Cleaner;
- (ii) Assistant to gardener; or
- (iii) Assistant to building maintenance.

(c) Direction and supervision

- (i) Close supervision *or*, in the case of more experienced Employee's, routine supervision of straightforward tasks;
- (ii) Close supervision of more complex tasks.

Roles at this level do not supervise.

6.2 School Support Officer Level Two

(a) Qualifications and experience

Level 2 duties typically require a skill level which requires relevant knowledge or training, such as:

Bayview College Portland Agreement 2023 - 2025

- (i) Certificate I or II;
- (ii) Year 12;
- (iii) 2 years' relevant experience or;
- (iv) An equivalent combination or relevant experience and education / training.

(b) Typical roles and duties

- (i) Duties appropriate to a trades assistant or equivalent;
- (ii) Gardener;
- (iii) Building maintenance;
- (iv) Security;
- (v) Driver of school vehicles;
- (vi) Domestic staff; or
- (vii) Food services.

(c) Direction and supervision

- (i) Supervision is generally required to establish general objectives relative to specific tasks;
- (ii) To outline the desired end product; and
- (iii) To identify potential resources for assistance.

Roles at this level do not supervise.

6.3 School Support Officer Level Three

(a) Qualifications and experience

Level 3 duties typically require a skill level which requires relevant knowledge or training equivalent to:

- (i) Trades certificate or Certificate III;
- (ii) Completion of Year 12 or a Certificate I or II with relevant experience and/or education/training;
- or
- (iii) An equivalent combination or relevant experience and education/training.

(b) Typical roles and duties

- (i) Duties appropriate to a tradesperson or equivalent;
- (ii) Skilled gardener;
- (iii) Building maintenance;
- (iv) Security;
- (v) Domestic or food services Employee.

(c) Direction and supervision

- (i) Routine supervision to general direction, depending on tasks involved and experience;
- (ii) Supervision is present to review established objectives.

May be required to supervise School Services Officers at lower levels.

6.4 School Support Officer Level Four

(a) Qualifications and experience

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) Trades certificate or Certificate IV and relevant experience;
- (ii) An equivalent combination of relevant experience and/or education/training.

(b) Typical roles and duties

- (i) Experienced tradesperson;
- (ii) Supervisor.

(c) Direction and supervision

(i) Broad direction/ working with a degree of autonomy.

May be required to supervise School Support Officers at lower levels.

SCHEDULE 7 – WAGE STRUCTURE – EDUCATION SUPPORT OFFICER

7.1 Category A.

A full-time Category A Education Support Officer shall be paid within the appropriate level specified in Schedule 5.

7.2 Category B

A Category B Education Support Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category B weekly rate} = \text{Category A weekly rate} \times 48/52$$

7.3 Category C

A Category C Education Support Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category C weekly rate} = \text{Category A weekly rate} \times 50/52$$

7.4 Part-time rate

A part-time Education Support Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category A, B or C weekly rate} = \text{hours worked per week}/38$$

7.5 Casual rate

A Casual Education Support Officer's hourly rate of pay is calculated by taking the lowest pay subdivision of the appropriate classification level in Schedule 8, dividing by 52.18 then by 38 and adding a loading of 33.3% to the nearest 10 cents. A Casual Education Support Officer required to attend for duty by the Employer for less than two hours on any day must be paid for a minimum of two hours for any attendance.

SCHEDULE 8 – WAGES – Education Support Officers

Category A Education Support Officers - Pay Structure

Level	Subdivision	July 2023	Jan 24	Jul 24	Jan 25	Jul 25
1	1	\$53,741	\$55,364	\$55,918	\$56,477	\$57,042
	2	\$56,062	\$57,755	\$58,332	\$58,915	\$58,337
2	1	\$58,904	\$60,682	\$61,290	\$61,903	\$62,521
	2	\$61,181	\$63,029	\$63,659	\$64,296	\$64,938
	3	\$63,436	\$65,351	\$66,005	\$66,665	\$67,332
	4	\$65,689	\$67,673	\$68,349	\$69,033	\$69,723
	5	\$67,941	\$69,992	\$70,692	\$71,399	\$72,113
	6	\$70,193	\$72,313	\$73,036	\$73,766	\$74,504
	7	\$73,177	\$75,387	\$76,141	\$76,902	\$77,671
	8	\$75,437	\$77,715	\$78,492	\$79,276	\$80,070
3	1	\$78,942	\$81,327	\$82,140	\$82,961	\$83,791
	2	\$81,041	\$83,489	\$84,323	\$85,167	\$86,019
	3	\$83,915	\$86,449	\$87,313	\$88,186	\$89,068
	4	\$85,245	\$87,819	\$88,698	\$89,585	\$90,481
	5	\$88,080	\$90,740	\$91,647	\$92,564	\$93,489
	6	\$89,447	\$92,149	\$93,070	\$94,001	\$94,940
4	1	\$90,218	\$92,942	\$93,872	\$94,810	\$95,759
	2	\$92,726	\$95,526	\$96,481	\$97,446	\$98,421
	3	\$95,678	\$98,568	\$99,553	\$100,549	\$101,554
	4	\$97,697	\$100,647	\$101,654	\$102,670	\$103,690
	5	\$101,634	\$104,703	\$105,751	\$106,807	\$107,876
	6	\$102,762	\$105,866	\$106,925	\$107,994	\$109,074
5	1	\$107,183	\$110,505	\$111,525	\$112,640	\$113,766
	2	\$109,968	\$113,289	\$114,422	\$115,566	\$116,722
	3	\$112,752	\$116,157	\$117,318	\$118,491	\$119,677
	4	\$115,537	\$119,027	\$120,217	\$121,419	\$122,634
	5	\$118,321	\$121,894	\$123,113	\$124,344	\$125,588

SCHEDULE 9 – WAGES – School Support Officers

Category A School Support Officers - Pay Structure

Level	Subdivision	July 2023	Jan 24	Jul 24	Jan 25	Jul 25
1	1	\$53,741	\$55,364	\$55,917	\$56,476	\$57,041
	2	\$54,816	\$56,471	\$57,036	\$57,607	\$58,183
	3	\$55,912	\$57,600	\$58,176	\$58,758	\$59,346
	4	\$57,142	\$58,867	\$59,456	\$60,050	\$60,651
2	1	\$60,283	\$62,104	\$62,725	\$63,352	\$63,986
	2	\$61,973	\$63,845	\$64,483	\$65,128	\$65,780
	3	\$63,492	\$65,410	\$66,064	\$66,724	\$67,392
	4	\$65,896	\$67,886	\$68,565	\$69,251	\$69,943
	5	\$67,939	\$69,990	\$70,691	\$71,398	\$72,112
3	1	\$68,003	\$70,058	\$70,757	\$71,465	\$72,180
	2	\$68,930	\$71,011	\$71,721	\$72,438	\$73,163
	3	\$70,293	\$72,416	\$73,140	\$73,871	\$74,610
	4	\$73,321	\$75,535	\$76,291	\$77,054	\$77,824
	5	\$73,893	\$76,125	\$76,887	\$77,655	\$78,432
4	1	\$74,881	\$77,143	\$77,914	\$78,693	\$79,479
	2	\$75,465	\$77,743	\$78,521	\$79,306	\$80,100
	3	\$75,964	\$78,258	\$79,041	\$79,831	\$80,630
	4	\$76,391	\$78,698	\$79,485	\$80,279	\$81,083
	5	\$77,135	\$79,464	\$80,259	\$81,061	\$81,872

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/5065

Applicant:
The Christian Community College Portland Ltd, trading as Bayview College Portland

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Michael Crowe, Business Manager have the authority given to me by Bayview College Portland to give the following undertaking with respect to the *Bayview College Portland Agreement 2023 – 2025* ("the Agreement"):

1. Bayview College Portland undertakes that a Casual School Support Officer's hourly rate of pay is calculated by taking the lowest pay subdivision of the appropriate classification level in Schedule 9, dividing by 52.18 then by 38 and adding a loading of 33.3% to the nearest 10 cents. A Casual School Support Officer required to attend for duty by the Employer for less than two hours on any day must be paid for a minimum of two hours for any attendance.

This undertaking is provided on the basis of issue raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

18 December 2023

Date

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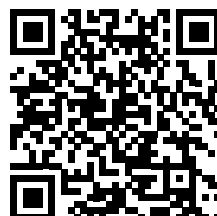
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Join the IEU
online today

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This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

