



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

East Preston Islamic College Limited T/A East Preston Islamic College
(AG2023/2688)

EAST PRESTON ISLAMIC COLLEGE ENTERPRISE AGREEMENT 2023-2025

Educational services

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 25 AUGUST 2023

Application for approval of the East Preston Islamic College Enterprise Agreement 2023-2025

[1] An application has been made for approval of an enterprise agreement known as the *East Preston Islamic College Enterprise Agreement 2023-2025* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by East Preston Islamic College Limited T/A East Preston Islamic College. The Agreement is a single-enterprise agreement.

[2] The notification time for the Agreement precedes 6 June 2023. Accordingly, the legislative changes to the Act in relation to the *genuine agreement* provisions which commenced on 6 June 2023 do not apply to this approval application.¹ However, the Agreement was made after 6 June 2023. Accordingly, the amendments to the better off overall test have commenced and so apply to this approval application.²

[3] I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval have been met. For the purposes of the better off overall test, I note that I have had regard where relevant to s 193A(2)-(6), and I observe no views were expressed for the purposes of s 193A(6A).

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

¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Amending Act) commenced operation with respect to the genuine agreement provisions and the better off overall test provisions of the Act on 6 June 2023. However, in relation to the genuine agreement provisions, Division 11 of Part 26 of the Amending Act provides that Part 2-4 of the Act continues to apply, as if the amendments had not been made, in relation to any proposed enterprise agreement for which the notification time occurs before 6 June 2023.

² Division 12 of Part 26 of the Amending Act provides that the amendments to the better off overall test apply in relation to enterprise agreements made on and after 6 June 2023

[5] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 1 September 2023. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the *East Preston Islamic College Enterprise Agreement 2023 - 2025* (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth.) (the Act).

2. Commencement and period of operation

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

2.2 The nominal expiry date of the Agreement will be 31 December 2025.

3. Definitions and interpretation

Accident Compensation Act	means the <i>Accident Compensation Act 1985</i> (Vic) or its successor
Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Classroom support services	means a General Staff Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
Curriculum/resources services	means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Employee	means a person covered by this Agreement
Employer	means East Preston Islamic College Limited [ABN 27116376642]
Five year trained teacher	means a teacher: <ul style="list-style-type: none"> • who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or

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	<ul style="list-style-type: none"> who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
Four year trained teacher	<p>means a teacher:</p> <ul style="list-style-type: none"> who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or who has completed a degree in early childhood education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
FWC	means the Fair Work Commission or its successor
General Staff Employee	means an Employee other than a Teacher who is covered by this Agreement
Immediate family	<p>means</p> <ul style="list-style-type: none"> spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or difference sexes); 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
Instructional services	means a General Staff Employee, other than a qualified Teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff

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LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s)
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in Part 2-2 of the Act
Non-term weeks	means weeks, or part thereof, in the school year other than term weeks and includes periods designated as school holidays for students
Nursing services	means a General Staff Employee who is a registered nurse in the relevant State/Territory and is employed as such
Preschool/childcare services	means a General Staff Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by the Employer for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher)
Principal	means Principal of East Preston Islamic College or his or her nominee
School administration services	means a General Staff Employee whose principal duties are 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
School operational services	means a General Staff Employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> i. construction, plumbing, carpentry, painting and other trades; ii. cleaning, maintenance, school facility management; iii. security, caretaking; iv. gardening, turf management, farming; v. retailing—canteens, uniform shops, book shops; vi. cooking/catering, housekeeping, laundry; and vii. bus driving and vehicle maintenance.

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School Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Vice Principal, by whatever name called
School year	means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year, as determined by the school, and includes Term weeks and Non-term weeks
Standard rate	means the annual salary applicable to Level 3.1 for a General Staff Employee, or Level 1 for a Teacher.
Teacher	means a School Teacher
Term weeks	means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School
Three year trained teacher	<p>means a teacher:</p> <ul style="list-style-type: none"> • who has completed an undergraduate degree or a degree in education that requires three years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching, and who has been granted permission to teach by the Victorian Institute of Teaching; or • who has completed a degree in early childhood education that requires three years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
Wellbeing services	means a General Staff Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include home/school liaison, counsellors and therapists.
WIRC Act	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor

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4. Coverage

4.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers; and
- (c) General Staff Employees.

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Vice Principal by whatever name called; or
- (c) a Bursar, Business Manager or Finance Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer.

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 (Schools) General Staff Award 2020* and *Educational Services (Teachers) Award 2020* or their successors.

6. No extra claims

6.1 The Employer and Employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims in relation to this Agreement will be made prior to the nominal expiry date as set out in cl.2.2 hereof.

6.2 The Employer agrees to commence negotiations for a replacement enterprise agreement no later than 6 months prior to the nominal expiry date of this agreement.

7. The National Employment Standards

7.1 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. This Agreement may provide ancillary or supplementary terms in respect of the NES.

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- 7.2** This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.
- 7.3** This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

8. Individual flexibility arrangements

- 8.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (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 cl.8.1(a);
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 8.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (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.
- 8.3** 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

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(iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(iv) states the day on which the arrangement commences.

- 8.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5** The Employer or Employee may terminate the individual flexibility arrangement:
- (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.
- 8.6** The Employee may choose to be represented by a person of their choice at any part of the negotiations.

Part 2—Consultation and Dispute Resolution

9. Consultation regarding major workplace change

- 9.1** This clause applies if 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; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

In this clause: **relevant Employees** means the Employees who may be affected by a change referred to in cl.9.1(a) or (b).

Consultation regarding major workplace change

- 9.2** For a major change referred to in cl.9.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) cl.9.3 to 9.9 apply.
- 9.3** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 9.4** If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and

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- (b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

9.5 As soon as practicable after making its decision, the Employer must:

- (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.

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

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

9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cll.9.2(a), 9.3 and 9.5 are taken not to apply.

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

- (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.

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Consultation about changes to regular roster or hours of work

- 9.10** For a change referred to in cl.9.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) cl.9.11 to 9.15 apply.
- 9.11** The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 9.12** If:
- (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.
- 9.13** 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) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (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).
- 9.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.15** The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.16** For the purposes of cl.9.11 to 9.15, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester of a School year basis, and
 - (b) ordinarily changes between one period of operation and the next, and

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- (c) may change during the period of operation,
is not a regular roster.

9.17 However, where a change to the Employer's educational timetable directly results in a change:

- (a) to the number of ordinary hours of work of an Employee, or
- (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
- (c) to the days over which the Employee is required to work,

cll.9.11 to 9.15 will apply.

10. Dispute resolution

10.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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

10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

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

10.5 The FWC may deal with the dispute in two stages:

- (a) the FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) in relation to the NES, arbitrate the dispute, or
 - (ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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- 10.6** While the parties are trying to resolve the dispute using the procedures in this clause:
- (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) the *Occupational Health and Safety Act 2004 (Vic.)* would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 10.7** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

Part 3—Conditions for all Employees

11. Remuneration packaging

- 11.1** Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 11.2** Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the Employee's conditions of employment.

12. Minimum employment period

- 12.1** An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months, as defined by the Act.
- 12.2** If the Employer is to terminate the employment of an Employee during the six month minimum employment period, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.26 – Performance and conduct management.

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13. Annual leave

13.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

13.2 Clauses 39 and 40 provide further details on conditions related to annual leave entitlements for Teachers.

13.3 Timing of annual leave

(a) A Teacher must take annual leave during Non-term weeks. Leave must generally be taken in the four-week period immediately following the final term week of the current school year, unless otherwise agreed with the Employer.

(b) The Employer may require a General Staff Employee to take their annual leave during Non-term weeks.

(c) The Employer may designate some of the Non-term weeks as a shutdown period in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the School and a particular employee/s, General Staff Employees are required to take annual leave during shutdown periods observed by the School.

13.4 Crediting of annual leave

(a) The Employer may allow a General Staff Employee to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the General Staff Employee subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff Employee upon termination of employment.

14. Personal/carer's leave

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

14.2 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.

14.3 A full-time Employee is entitled to 15 days personal/carer's leave per year of service from their commencement date, which accrues progressively. For a General Staff employee not classified in Classroom support services, Curriculum/resource services and Nursing services, the entitlements to 15 days personal/carer's leave, and the rate of accrual in advance of leave provided for in cl.14.4, became operative from 15 October 2015 and as at the anniversary date of the Employee.

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- 14.4** Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:
- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
 - (b) the annual entitlement of 15 days, if in the second or subsequent year of employment,
- provided that:
- (i) the notice and evidentiary requirements are met, and
 - (ii) any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.
- 14.5** Paid personal leave is taken due to a personal illness or injury.
- 14.6** Paid carer's leave is taken 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.
- 14.7** Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 14.8** A casual Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 14.9 Notice and evidentiary requirements**
- (a) 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.
 - (b) An Employee is entitled to personal/carer's leave provided that:
 - (i) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two (2) consecutive days;
 - (ii) the Employee provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is

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entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;

- (iii) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one School year.

15. Compassionate leave

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

15.2 An Employee may take up to three (3) days of paid leave for each occasion when:

- (a) a member of the Employee's Immediate Family or household dies; or
- (b) 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
- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

15.3 An Employee may take up to two (2) days' paid leave per occasion when a member of the Employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life.

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

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

16. Community service leave

16.1 Community service leave is as provided by the NES except where this Agreement provides ancillary or supplementary terms.

16.2 An Employee is entitled to be absent from employment to engage in an eligible community service activity (including jury service).

16.3 The definitions, entitlements and notice and evidence requirements applying to eligible community service activities are prescribed by the NES.

16.4 Payment for jury service

- (a) An Employee, including a casual Employee, is entitled to payment at their ordinary rate of pay for an absence due to jury service. The Employee will be paid for all days of jury service at their ordinary rate of pay provided that prior to proceeding on community service leave the Employee signs a permitted deductions form allowing the Employer to deduct from a subsequent salary payment(s) the amount of jury service pay paid to the employee.
- (b) In this clause ordinary rate of pay means the amount the employee would reasonably expect to have received from the employer as earnings for that period had he or she not been performing jury service.

17. Public holidays

17.1 Public holidays are provided for in the NES.

17.2 Payment for work on a public holiday

A General Staff Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

17.3 Substitution of public holidays

By agreement between the Employer and an Employee:

- (a) an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b) The agreement will be recorded in writing and made available to the affected Employee.
- (c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

18. Long service leave

18.1 An Employee is entitled to long service leave in accordance with the NES, or the *Long Service Leave Act 2018 (Vic)* (LSL Act), as applicable, except where this clause provides ancillary or supplementary terms. Schedule G sets out the relevant preserved award terms.

18.2 Subject to cl.18.3, an Employee is entitled to 13 weeks' long service leave upon the completion of 10 years continuous employment with the Employer. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer. An Employee accrues long service leave at the rate of 1.3 weeks per year.

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- 18.3** A General Staff Employee is entitled to 13 weeks of long service leave after 10 years of service effective from 15 October 2015. This will equate to an accrual rate of 0.867 weeks of long service leave per year of service prior to 15 October 2015 and an accrual rate of 1.3 weeks of long service leave from 15 October 2015.
- 18.4** An Employee is entitled to take pro rata long service leave upon the completion of seven years of continuous employment.
- 18.5** Where an Employee's employment is terminated for any reason after seven years of continuous employment, the Employee is entitled to payment of the accrued pro rata long service leave.

Mode of employment and payment

- 18.6** An Employee whose service has been all full-time or all at the same part-time fraction is paid during long service leave at the Employee's ordinary rate of pay. If the ordinary pay of an Employee who is on long service leave increases, the Employee is entitled to be paid at the increased rate from the time of the increase. If the Employee was paid in full at the start of the long service leave or was paid in advance with respect to any period of the long service leave, the Employer must pay the additional amount resulting from the increase as soon as that period ends.
- 18.7** An Employee whose time fraction has varied during service is paid at the rate prescribed by the NES or LSL Act, as applicable.

Taking of entitlement

- 18.8** A General Staff Employee may make a request to the employer to take long service leave for a period of not less than one day. An Employer must grant an Employee's 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.
- 18.9** A Teacher may make a request to the Employer to take long service leave for a period of not less than one school term. A Teacher may request a period of leave without pay where such a period is necessary to ensure the total period of leave sought is not less than one school term. An application for less than one school term may be considered from time to time, and any approval of such an application is at the complete discretion of the Principal.

Long service leave does not include public holidays, annual leave or personal leave

- 18.10** Long service leave does not include any public holiday occurring, or annual leave taken, during the period when the long service leave is taken.
- 18.11** Subject to the production of a medical certificate or other evidence of illness or injury, an Employee who becomes ill whilst on long service leave is entitled to have the period of illness or injury treated as personal leave but only to the extent that the Employee is entitled to personal leave.

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- 18.12** An employer may require an employee who claims personal leave whilst on long service leave to be examined by a medical practitioner of the employee's choice.
- 18.13** An Employee's long service leave will be extended by the period of illness in accordance with cl 18.11.
- 18.14** An exception to cl 18.13 is that an employer and an employee may agree that 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.

Continuous employment

- 18.15** Continuous employment has the same meaning as that under sections 12 and 13 of the LSL Act as varied or amended from time to time.
- 18.16** For the avoidance of doubt, when calculating the length of an employee's period of continuous employment for the purposes of long service leave, a period of approved paid or unpaid leave of up to 52 weeks is taken to be a period of employment when calculating the length of a period of continuous employment.

19. Parental leave

- 19.1** An Employee is entitled to parental leave in accordance with the NES except where this Agreement provides ancillary or supplementary terms.
- 19.2** An Employee, who is entitled to parental leave pursuant to the NES, is automatically entitled to a total of 24 months' parental leave when the employee has primary responsibility for the care of the child.

19.3 Paid parental leave

- (a) This clause (cl.19.3) does not apply to casual or fixed-term Employees.
- (b) An Employee, who is entitled to and takes parental leave pursuant to the NES, and is the primary care giver of the child, shall be entitled to payment, at the Employee's ordinary rate of pay for 14 weeks of the period of parental leave.
- (c) The period of paid parental leave referred to in cl.19.3 must commence as soon as the baby is born or adopted.

19.4 Paid partner leave

- (a) An Employee, other than a casual or fixed-term Employee, who is not the primary care giver of the child, is entitled to 2 weeks' paid leave, which must be taken within 8 weeks of the baby being born or adopted.

- 19.5** Paid parental leave and paid partner leave will count as service for the purpose of accruing leave under this Agreement. Superannuation is also payable in respect of paid parental leave and paid partner leave.

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- 19.6** An Employee is not entitled to a second or subsequent period of paid parental leave or paid partner leave unless the Employee has provided 12 months of continuous service since the last period of parental/partner leave.
- 19.7** Where the College employs both parents of the child, only one parent will be entitled to a paid parental leave under clause 19.3 but the other parent will be eligible to receive paid partner leave under clause 19.4.

20. Leave without pay

- 20.1** A Teacher may apply for leave without pay which may be granted at the discretion of the Principal. A Teacher agrees that entitlements under this Agreement do not accrue during any period of leave without pay in excess of two (2) Term weeks, except for Long Service Leave in accordance with the NES.
- 20.2** A General Staff Employee may apply for a further period of leave without pay, in addition to the periods of leave without pay during Non-term weeks pursuant to cl.46, which may be granted at the discretion of the Principal. A General Staff Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay granted under this clause, except for Long Service Leave in accordance with the LSL Act.

21. 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.

22. Examination leave

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

23. 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.

24. Infectious diseases leave

The Employer will have a policy dealing with COVID-related leave, which can be varied from time-to-time. This policy is not incorporated into, and does not form part of, the enterprise agreement.

25. Withholding of monies

- 25.1** If a Teacher fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the Teacher on termination under this Agreement, an amount not exceeding 2 weeks' wages.
- 25.2** If a General Staff Employee fails to give the required notice upon termination of employment, the Employer may withhold from any monies due to the General Staff Employee on termination under this Agreement, an amount not exceeding 1 week's wages.

26. Performance and conduct management

26.1 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 pursuant to cl.12; or
- (b) for a casual Employee.

26.2 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 nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
 - (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (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.

26.3 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 nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;

(iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.

(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) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;

(ii) issuing the Employee with a warning or a final warning in writing;

(iii) terminating the employment of the Employee in accordance with the relevant notice provision;

(iv) other action, appropriate to the situation.

27. Redundancy

27.1 The following pay scale will apply instead of the provisions of the NES:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years or more	16 weeks' pay

Note: For the purpose of this clause, if an Employee works all term weeks within a School year they will be taken to have provided a year of continuous service.

27.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to under the NES if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

27.3 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

27.4 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cl.42.4 and 49.4.

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27.5 Part-time Teachers

If a part-time Teacher's hours are reduced, or increased, without their consent, by more than 25% they will be entitled to the provisions of this clause (Redundancy).

28. Payment of wages

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

29. Superannuation

29.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund selected by the Employer applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

29.2 Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

29.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.29.2.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under cl.29.3(a) or 29.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.29.3(a) or 29.3(b) was made.

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29.4 Superannuation fund

The Employer will make an employer superannuation contribution in accordance with the Superannuation Guarantee legislation to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, a request for stapled super fund details will be made to the Australian Taxation Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the Employer's default superannuation fund, ANZ Smart Choice applies and the contribution will be made to this fund.

30. Tuition fee discount

30.1 The tuition fees payable by an Employee for a dependent child enrolled at the College will be determined by the College board but the tuition fee will not be less than the following during the life of this Agreement:

Child	Discount (from the prescribed tuition fee)
First child, being the youngest child	50% off
Second child, being the second youngest child	50% off
Third child, being the third youngest child	50% off
Forth child, being the forth youngest child	50% off
Fifth child and above	free

30.2 For the above table, only siblings at the College at the same time will be considered.

30.3 The tuition fee discount is conditional upon the Employee authorising the payment of all fees, and associated expenses, including the reduced tuition fee by regular deduction from the Employee's salary.

31. Leave for dealing with family and domestic violence leave

31.1 NES

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

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31.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a close relative of an Employee, a member of an Employee's household, or a current or former intimate partner of an Employee, that seeks to coerce or control the Employee and that causes them harm or to be fearful.

close relative means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of **close relative** in clause 31.2(a) includes a former spouse or de facto partner.

31.3 Entitlement to paid leave

- (a) Each year, for the purpose of dealing with family and domestic violence, full-time, part-time and casual Employees are entitled to 10 days of paid leave.
- (b) The entitlement in cl.31.3(a) to deal with family and domestic violence:
 - (i) is available in full at the start of each 12-month period of the Employee's employment; and
 - (ii) does not accumulate from year to year.

Note 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

Note 2. Where an employee exhausts their paid leave entitlements under this clause, they may apply for additional paid leave. Any approval of such additional leave is at the complete discretion of the Principal and will be considered on a case by case basis.

31.4 Taking leave

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

- (a) is experiencing family and domestic violence; and

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- (b) 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.

31.5 Notice and evidence requirements

(a) Notice

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

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

(b) Evidence

An Employee who has given the Employer notice of the taking of leave under cl.31.3(a) 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.31.4.

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.

31.6 Confidentiality

- (a) The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under cl.31.5(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl.31.6(a) 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.

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31.7 Compliance

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

32. Requests for flexible working arrangements

32.1 Employee may request change in working arrangements

This applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: This clause is an addition to s.65.

32.2 Responding to the request

Before responding to a request made under s.65 where the Employer is not granting the request, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The Employer must give the Employee a written response to an Employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the Employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

32.3 What the written response must include if the employer refuses the request

Clause 32.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 32.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the Employer and Employee could not agree on a change in working arrangements under clause 32.2, the written response under s.65(4)

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must:

- (i) state whether or not there are any changes in working arrangements that the Employer can offer the employee so as to better accommodate the Employee's circumstances; and
- (ii) if the Employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

32.4 What the written response must include if a different change in working arrangements is agreed

If the Employer and the Employee reached an agreement under clause 32.2 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

32.5 Dispute resolution

Disputes about whether the Employer has discussed the request with the employee and responded to the request in the way required by this clause can be dealt with under clause 10—Dispute Resolution.

33. Camp allowance

33.1 Subject to cl.33.2, a Teacher or General Staff Employee who is directed by the Employer to attend camp is not required to attend school after they return from camp as follows:

- (a) where a camp's final day is during the week, the Employee can be absent the next day.

33.2 Where a camp's final day is:

- (a) a Friday, an Employee will be paid a monetary allowance equal to the employee's ordinary rate of pay for a day;
- (b) adjacent to a public holiday or non-term time, an Employee will be paid an allowance of \$65.

33.3 A General Staff Employee entitled to a day's absence or payment under this clause is not entitled to any payments under clauses 45, 51, 52 or 53.

Part 4—Conditions for Teachers

34. Types of employment

34.1 Teachers will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment;
- (c) casual employment; or

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- (d) fixed-term employment.

34.2 Terms of engagement

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating the classification and rate of salary applicable on commencement, and details for how the annual leave loading will be paid.
- (b) For a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the school and that their extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- (c) Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

34.3 Full-time employment

- (a) A full-time Teacher is engaged to work an average of 38 ordinary hours per week, averaged over a 12 month period.
- (b) The Employer will determine the ordinary full-time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- (c) The face-to-face teaching hours of a primary full-time Teacher will be up to 22 hours per week.
- (d) The face-to-face teaching hours of a secondary full-time Teacher will be up to 20 hours per week, including homeroom.
- (e) By agreement, a Teacher may work additional face-to-face teaching hours. Where a Teacher agrees to perform additional face-to-face teaching hours, such additional hours will be offset against the Teacher's other professional duties, including but not limited to the allocation of extras, yard duty and pastoral care activities.

34.4 Part-time employment

- (a) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time, by the usual number of face-to-face teaching hours prescribed for a full-time Teacher as stated in cl.34.3(c) and (d), as appropriate.
- (b) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- (c) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing in the case of a School Teacher, or where the change would result in a reduction in

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salary, the salary is maintained for a period of seven weeks in the case of a School Teacher.

- (d) If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of cl. 27 – Redundancy.

34.5 Casual employment

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive Term weeks.
- (b) A casual Teacher may be engaged for a period of up to one school term.
- (c) The rates of pay for a casual Teacher are contained in Sch.B.8.
- (d) A casual Teacher is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment;
 - (ii) redundancy;
 - (iii) remuneration packaging;
 - (iv) annual leave;
 - (v) leave loading;
 - (vi) paid personal/carer's leave;
 - (vii) paid compassionate leave;
 - (viii) parental allowance;
 - (ix) pro rata payment of salary inclusive of annual leave;
 - (x) infectious diseases leave;
 - (xi) examination leave;
 - (xii) qualification conferral leave; and
 - (xiii) tuition fee discount.

34.6 Fixed-term employment

- (a) A Teacher may be employed for a fixed period of time up to 12 months to:
 - (i) undertake a specified project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation;
or
 - (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed

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term employment may be extended by a further period to cover the absence.

- (b) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
 - (i) parental allowance;
 - (ii) examination leave;
 - (iii) qualification conferral leave; and
 - (iv) tuition fee discount.

35. Conditions for Teachers

The Employer will have a workload policy for Teachers, which is varied from time to time. This policy is not incorporated into, and does not form part of, the enterprise agreement.

36. Classification and progression

- 36.1 A Teacher will be classified in accordance with Schedule A and the salary will be determined in accordance with Schedule B of this Agreement.

37. Ordinary hours of work

- 37.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 37.2 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 37.3 The ordinary hours of work for a Teacher during term weeks are variable. In return, a Teacher is not generally required to attend during periods when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher's attendance.
- 37.4 The maximum number of days that the Teacher will be required to attend during Term weeks and Non-term weeks will be 205 in each school year.
- 37.5 The following circumstances are not included when calculating the 205 attendance day in the ordinary hours of work for a Teacher:
 - (a) co-curricular activities that are conducted on a weekend;
 - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
 - (c) when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership

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position; and

- (d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position.

37.6 Generally, the Employer will provide written notice of the Term weeks and days in Non-term times on which the Teachers are required to attend, six months in advance of the requirement to attend.

37.7 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

37.8 Attendance at parent-teacher interviews is a requirement of a teacher's role and will not be separately remunerated.

38. Breaks

An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to a Teacher who is engaged or rostered to work for more than 5 hours on a day. Such meal break will start no later than 5 hours after the employee commenced work on that day.

39. Annual leave

39.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

39.2 Timing of annual leave

A Teacher must take annual leave during Non-term weeks. Leave must generally be taken, in the four week period immediately following the final Term week of the current School year, unless otherwise agreed with the Employer.

39.3 Crediting of annual leave

A Teacher may take annual leave re-credited in accordance with the NES only during Non-term weeks as directed by the Employer.

40. Pro rata payment of salary inclusive of annual leave

40.1 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

40.2 The provisions of this clause will apply:

- (a) in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or

- (b) in the calculation of payment in regard to pro rata salary if:

- (i) a Teacher commenced employment after the school service date;

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- (ii) a Teacher has taken leave without pay of more than two Term weeks since the school service date; or
- (iii) the hours which a Teacher has worked at the School have varied since the school service date.

40.3 Termination of employment

A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

40.4 Teachers who commence employment after the commencement of the school year

A Teacher who commences employment after the usual date of commencement at a School in any School year, will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the school year and will not receive any salary or other payment until the commencement of the next school year.

40.5 Teachers who take approved leave without pay

Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two term weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same School year, the payment will be calculated and made at the conclusion of the last School term or final semester in that year; and
- (b) if the leave without pay is to conclude in a School year following the School year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the School year in which the leave commences; or
 - (ii) at the end of the last school term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the School year.

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40.6 Calculation of payments

$$P = \frac{s \times c}{b} - d$$

- P is the payment due.
- s is the total salary paid in respect of Term weeks worked, or part thereof, since the school service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the school service date.
- b is the number of Term weeks, or part thereof in the School year.
- c is the number of Non-term weeks, or part thereof, in the School year.
- d is the salary paid in respect of Non-term weeks (or part thereof) in the School year that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

40.7 For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer;
- (b) **Teacher** means a Teacher other than a casual Teacher;
- (c) Any period of paid birth related or adoption related leave is not included in the calculation of 's' or 'd' in this formula.

40.8 The formula in cl.40.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the school-in which the formula is applied.

41. Annual leave loading

41.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

41.2 A Teacher who has served throughout the School year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

- (a) in December of each year; or
- (b) on the termination of employment by either party.

41.3 Leave loading is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{Term weeks worked by the Teacher in that school year}}{\text{Total Term weeks in that school year}}$$

42. Termination of employment

42.1 Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.

42.2 Notice of termination by Employer

The employment of a Teacher (other than a casual Teacher) will not be terminated without at least seven Term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals seven Term weeks.

42.3 Notice of termination by Teacher

The notice of termination required to be given by a Teacher is the same as that required of the Employer.

42.4 Job search entitlement

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

42.5 Statement of service

Upon the termination of employment of an Employee (other than a casual Employee) the Employer will provide upon the request of the Employee, a statement of service setting out:

- (a) the commencement and cessation dates of employment; and
- (b) for a casual Teacher, the number of days of duty worked by the Teacher during the period of the engagement.

Part 5—Conditions for General Staff

43. Types of employment

43.1 A General Staff Employee will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

43.2 At the time of engagement, an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis and the Employee's classification.

43.3 Full-time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to cl.45—Ordinary Hours of Work.

43.4 Part-time Employee

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro rata basis to that of a full-time Employee.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the school year the Employee will work.
- (e) The terms of the agreement in cl.43.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

43.5 Casual employment

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.

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- (c) A casual Employee will be engaged and paid for a minimum of two hours for each engagement.
- (d) A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.
- (e) A casual Employee is not entitled to any of the following benefits under this Agreement:
 - (i) notice of termination of employment;
 - (ii) redundancy;
 - (iii) remuneration packaging;
 - (iv) annual leave;
 - (v) leave loading;
 - (vi) paid personal/carer's leave;
 - (vii) paid compassionate leave;
 - (viii) parental allowance
 - (ix) infectious diseases leave;
 - (x) examination leave;
 - (xi) qualification conferral leave; and
 - (xii) tuition fee discount.

44. Classification and progression

- 44.1 A General Staff Employee will be classified in accordance with Schedule D and the salary will be determined in accordance with Schedule E of this Agreement.
- 44.2 An Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period.

45. Ordinary hours of work

- 45.1 Subject to this clause, a full-time Employee's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with cl.43.4 and 43.5.
- 45.2 The ordinary hours of work may be averaged over a period of a fortnight or four weeks. The exception to this is a Curriculum/resources services Employee employed in outdoor education whose hours of work may be averaged over a period of up to 12 months.

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- 45.3** The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
 - (i) Classroom support services;
 - (ii) Curriculum/education resources;
 - (iii) Wellbeing services;
 - (iv) School administration services; or
 - (v) School operational services—retail Employees only.
 - (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services Employees in the following groups:
 - (i) Construction, plumbing, carpentry, painting and other trades;
 - (ii) Cleaning, maintenance, school facilities management; or
 - (iii) Bus driving/non-trade vehicle maintenance.
 - (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for the following Employees:
 - (i) Preschool/childcare/out of school hours care services; or
 - (ii) Nursing services.
 - (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming Employees.
 - (e) On any day from Monday to Saturday between 6.00 am and 6.00 pm for the following Employees:
 - (i) Curriculum/education resources—outdoor education only; or
 - (ii) Instructional services.
 - (f) On any day Monday to Sunday between 6.00 am and 6.00 pm for the following Employees:
 - (i) School operational services—security/caretaking and cooking, catering, housekeeping and laundry services only.

Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

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45.4 Reasonable additional hours

- (a) An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (b) Where the Employee's hours are averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 45.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where the Employee's hours are not averaged:
 - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 45.3, and do not result in the Employee working more than eight hours on that day; and
 - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (d) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (e) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this award or the NES.

45.5 Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in cl.45.5(a) and (b) do not apply to:

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- (i) an Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
- (ii) an Employee who is attending a school camp or excursion; or
- (iii) an Employee working a broken shift.

46. Annual leave loading

- (a) During a period of annual leave, an Employee will receive a loading calculated on the rate of pay prescribed in Schedule E of this Agreement. Annual leave loading is payable on leave accrued on the following bases:
 - (i) Employees who would have worked on day work only had they not been on leave - 17.5% of their ordinary rate of pay.
 - (ii) Employees who would have worked on shiftwork had they not been on leave - 17.5% of their ordinary rate of pay or the applicable shift loading, whichever is the greater.
- (b) Except that the Employer may, at its election, pay:
 - (i) annual leave loading in respect of the School year to the Employee with the first salary payment in December of that School year at the rate of pay applicable on 1 December of that School year.

47. Leave without pay during non-term weeks

47.1 Arrangements

An Employee may be required to take leave without pay during Non-term weeks, provided that:

- (a) the Employee's contract of employment specifies the arrangement in writing;
- (b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (c) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and

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- (d) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

Notwithstanding this clause, a Classroom support services Employee or a Curriculum/resource services Employee engaged prior to the approval of this Agreement may elect to attend work and be provided with tasks (which may support other areas of the School) and be paid at their usual rate of pay, or take leave without pay for these weeks and be paid an annualised salary in accordance with this clause.

47.2 Calculating annual salary for an Employee on leave without pay during non-term weeks

- (a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.

- (b) The adjusted annual salary for an Employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave} + P}{52.18}$$

Where:

A means the Employee's adjusted annual salary

C means the annual salary (as contained in Schedule E) for the Employee's classification

Working weeks means the number of weeks that the Employee is required to work

P means the number of public holiday days the Employee would be entitled to during the period of annual leave

- (c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An Employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

48. Higher duties

- 48.1 The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.

- 48.2 Subject to cl.48.3 where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

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- 48.3** Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

49. Termination of employment

- 49.1** Notice of termination is provided for in the NES.

49.2 Notice of termination by an Employee

An Employee must give the Employer notice of termination in accordance with the following table:

Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

49.3 Notice of termination by the Employer

An Employer must give an Employee notice of termination in accordance with the NES.

49.4 Job search entitlement

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

50. Breaks

50.1 Meal break

An employer is required to provide an unpaid meal break of not less than 30 consecutive minutes to an employee who is engaged or rostered to work for more than 5 hours on a day. Such meal break will start no later than 5 hours after the employee commenced work on that day.

50.2 Rest break

- (a) At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The

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Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

- (b) Notwithstanding cl.50.2(a), a Classroom support services Employee is entitled to one rest break of 20 minutes, which will be counted as time worked.

51. Shiftwork

51.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl.51.4.

51.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.45.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.45.3 and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

51.3 Broken shifts

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

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51.4 Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl.51—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (d) Notwithstanding cl.51.4(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

52. Penalty rates

52.1 Shiftwork

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

52.2 Saturday and Sunday work

- (a) An Employee other than an Employee covered by cl.52.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

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- (b) Except that a school operational services Employee in the cooking/catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

52.3 The penalty rates within this clause and in cl.53—Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

53. Overtime

53.1 Overtime rates

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time worked	Overtime rate
Monday–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

- (b) Except that a Nursing services Employee rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.

- (c) Overtime will be calculated daily.

53.2 Time off instead of overtime payment

- (a) The Employer and an Employee may agree that an Employee will be provided with time off instead of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Overtime taken as time off during ordinary hours needs to be taken within 1 term of the overtime being worked. If the time off has not been taken within 1 term, it will be paid as overtime.

53.3 Make-up time

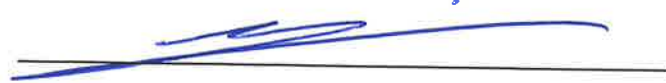
An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided for.

East Preston Islamic College Enterprise Agreement 2023 - 2025

EXECUTED as an agreement this 28/07/2023

EMPLOYER REPRESENTATIVE

Signed:



Date:

28/07/2023

Name in full (printed):

Guy Cassarchis

Position title:

Principal

Authority to sign explained:

Employed Bargaining Rep

Address:

55-57 tyler st Preston

vic 3072

Witnessed by:

Rukaya

Witness name in full:

Rukaya Maamari

Witness address:

55-57 tyler st Preston

vic 3072

EMPLOYEE REPRESENTATIVE

Signed:



Date:

28/7/2023

Name in full (printed):

Abd-alkarem Sultan

Position title:

Teacher - Rep.

Authority to sign explained:

Employee Bargaining Rep

Address:

55-57 tyler st Preston

vic 3072

Witnessed by:

Rukaya maamari

Witness name in full:

Rukaya Maamari

Witness address:

55-57 Tyler st Preston

vic 3072

Schedule A — Teacher Classifications

A.1 Duties of Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.

A.2 Recognition of previous service

A21 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule B, according to qualifications and teaching experience. **Teaching experience** does not include employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

A22 Service as a part-time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year.

A23 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

A.3 Evidence of qualifications

A31 The Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. The Employer may decline to recognise the relevant qualification or experience until such evidence is provided.

A.4 Progression

A41 A Teacher, or a permission to teach Teacher, will commence on Level 1 of the salary scale in Schedule B and progress according to normal years of service to Level 11 of the scale. However, a permission to teach Teacher will not progress beyond Level 2 of the salary scale.

A42 A Teacher will progress to the next level on their anniversary provided the teacher has worked (excluding paid and unpaid leave) for at least 6 months at any fraction in the preceding 12 months.

A43 Upon presentation to the Employer of proof that a Teacher has successfully completed a Masters of Education degree in a relevant area of study, a Teacher will increment to the next level in the salary scale.

Schedule B — Teacher Salaries

B.1 The salary for a full-time Teacher during the life of the Agreement will be determined in accordance with the provisions of Schedule A, and will be not less than prescribed by the following table.

Level	From the first pay period commencing on or after approval of EA	From the first pay period on or after the commencement of the 2024 school year	From the first pay period on or after the commencement of the 2025 school year
	\$		
1	75,817	78,092	80,435
2	78,611	80,969	83,398
3	81,508	83,953	86,472
4	84,510	87,046	89,657
5	87,625	90,254	92,962
6	90,854	93,580	96,387
7	94,204	97,030	99,941
8	97,676	100,606	103,624
9	101,277	104,315	107,445
10	105,009	108,159	111,404
11	113,584	116,992	120,502

B.2 The rates of pay in Sch.B.1 will become payable from the first pay period commencing on or after approval of the enterprise agreement.

B.3 The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

B.4 Annual Leave Loading

The annual salary in Sch.B.1 does not include annual leave loading.

B.5 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of cl.34.4.

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B.6 Casual Teacher

B.6.1 The rates payable to a casual Teacher will be:

Effective from	From the first pay period commencing on or after approval of EA	From the first pay period on or after the commencement of the 2024 school year	From the first pay period on or after the commencement of the 2025 school year
Full day rate	\$405.13	\$413.28	\$421.58
Half day rate	\$202.57	\$206.64	\$210.79

- (a) Where a casual Teacher would otherwise be classified at a Level 4 or Level 5 under the *Educational Services (Teachers) Award 2020* (Teachers Award), and is engaged to work 5 or more consecutive days, they will be paid the minimum rate applicable under the Teachers Award plus \$1.00 in addition to that rate. The Employer will apply the classification provisions under the Teachers Award to determine whether the casual teacher would be classified at a Level 4 or Level 5, as relevant.

B.6.2 Provided that:

- (a) a casual Teacher in a school will be paid for a minimum of half a day; where a day is the usual required attendance time for a Teacher at that school and a half day is half the usual required attendance time.

Schedule C — Teacher Allowances

C.1 Positions of Responsibility (POR) allowances

C.1.1 Eligibility

- (a) A POR allowance 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.
- (b) An allowance is linked to a position of leadership rather than tied to an individual Teacher.
- (c) The Principal of the School determines who holds a position that is eligible for a leadership allowance.

C.1.2 Notification

- (a) The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.
- (b) The Principal will advise the Teacher of the level to which the position equates.

C.1.3 Level of responsibility

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

Level 1	Positions of leadership such as responsibility for the management of a major department or a pastoral care or educational leadership position of equivalent status, such as Head of Department.
Level 2	Positions of leadership such as Curriculum Coordinators
Level 3	Positions of leadership such as Faculty/Subject Leaders

- C.1.4 The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised, whether, administrative, pastoral care or educational leadership, with Level 1 being the most significant level of responsibility.

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C.1.5 Amount

(a) The following allowances apply:

Category	\$
Level 1	7,700
Level 2	5,500
Level 3	3,300

(b) Where the position of leadership is shared, the payments may also be shared.

C.2 Vehicle allowance

C.2.1 A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties must be paid the following allowances:

(a) Motor car

\$0.92 per kilometre with a maximum payment up to 400 kilometres per week.

(b) Motorcycle

\$0.31 per kilometre with a maximum payment up to 400 kilometres per week.

C.2.2 The Employer must pay all expenses including registration, running and maintenance where an Employer provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

C.3 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Vehicle allowance	Private motoring sub-group

Schedule D — General Staff Classifications

D.1 Definitions

D.1.1 Definition 1: Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision: direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction: direction is provided on the assignments to be undertaken, with the Employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

Broad direction: direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the Employee may be required. Performance will be measured against objectives.

D.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) Trade certificate

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

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(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years' full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

D.1.3 Definition 3: Classification dimensions

(a) Competency

The skill, complexity and responsibility of tasks typically required at each classification level.

(b) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work

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effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

(c) Level of supervision

This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.

(d) Training level or qualifications

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(e) Occupational equivalent

Examples of occupations typically falling within each classification level.

(f) Typical activities

Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

D.2 Classifications

D.2.1 Level 1

An Employee at this level will learn and gain competency in the basic skills required by the Employer. In the event that the increased skills/competency are required and utilised by the Employer, classification to a higher level within the structure may be possible.

(a) Competency

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

(b) Judgment, independence and problem solving

The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are

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limited and the required action is clear or can be readily referred to a more senior Employee.

(c) Level of supervision

Close supervision or, in the case of more experienced Employees working alone, routine supervision.

(d) Training level or qualifications

An Employee is not required to have formal qualifications or work experience upon engagement. An Employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the Employees with whom the Employee will be working.

(e) Typical activities

(i) Classroom support services grade 1

- Providing general assistance of a supportive nature to Teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general Employee or a Teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting Teachers with the care of students on school excursions, sports days and other classroom activities
- *Occupational equivalent:* Teacher aide/assistant, integration aide/assistant

(ii) Preschool/childcare services grade 1

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility

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- Performing basic duties, including food preparation, cleaning or gardening
- *Occupational equivalent:* childcare assistant, outside school hours assistant, preschool assistant, kindergarten assistant

(iii) School administration services grade 1

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

(iv) School operational services grade 1

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment

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- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Performing general laundry duties
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

D.2.2 Level 2

An Employee at this level performs work above and beyond the skills of an Employee at Level 1.

(a) Competency

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

(b) Judgment, independence and problem solving

- (i) Applies 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.
- (ii) An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

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(c) Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where Employees are working alone, less direct guidance and some autonomy may be involved.

(d) Training level or qualifications

Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

(e) Typical activities

(i) Classroom support services grade 2

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* Teacher aide/assistant, integration aide/assistant

(ii) Curriculum/resources services grade 1

- 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
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials

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- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

(iii) **Preschool/childcare services grade 2**

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program

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- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment
- *Occupational equivalent:* childcare assistant

(iv) Wellbeing services grade 1

- Providing first aid services, as the designated first aid officer in the school
- *Occupational equivalent:* first aid officer

(v) School administration services grade 2

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- *Occupational equivalent:* clerical assistant

(vi) School operational services grade 2

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

(vii) Instructional services grade 1

- Providing assistance to sporting teams/squads under the supervision of a teacher or an instructional services employee (Grade 3 or above)

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- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events
- *Occupational equivalent:* Sports assistant

D.2.3 Level 3

An Employee at this level performs work above and beyond the skills of an Employee at Level 2.

(a) Competency

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

(c) Level of supervision

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other Employees may be required. When Employees are working alone, they may work semi-autonomously.

(d) Training level or qualifications

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

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(e) Typical activities

(i) Classroom support services grade 3

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a Teacher, of the learning needs of students
- *Occupational equivalent:* student services co-ordinator

(ii) Curriculum/resources services grade 2

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved

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- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with Teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

(iii) **Preschool/childcare services grade 3**

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- *Occupational equivalent:* childcare assistant

(iv) **School administration services grade 3**

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, Employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications

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- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent:* administration assistant, office supervisor, accounts clerk, school secretary (small school)

(v) School operational services grade 3

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of Employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property
- *Occupational equivalent:* tradesperson, retail function co-ordinator, security officer, caretaker

(vi) Instructional services grade 2

- Providing assistance to individuals and/or sporting teams/squads under the supervision of a teacher or an instructional services employee (Grade 3 or above)

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- Assisting with equipment and the preparations for, and conducting of, training sessions and/or sporting events
- *Occupational equivalent:* Sports assistant, assistant sports coach

D.2.4 Level 4

An Employee at this level performs work above and beyond the skills of an Employee at Level 3.

(a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

(b) Judgment, independence and problem solving

Independent judgment is required to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The Employee may apply extensive diagnostic skills, theoretical knowledge and techniques to a range of procedures and tasks, proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(c) Level of supervision

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

(d) Training level or qualifications

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

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;

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- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in clause D.2.4(d)(i) to (iv) and/or appropriate sporting discipline specific experience

(e) Typical activities

(i) Curriculum/resources services grade 3

- 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
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with Teachers on curriculum matters
- Assisting careers advisor/counsellor
- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

(ii) Preschool/childcare services grade 3A

- Exercises similar responsibilities as a grade 3 but an employee at this level has a Diploma in Children's Services.
- *Occupational equivalent:* childcare assistant

(iii) Wellbeing services grade 2

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent:* youth welfare officer

(iv) School administration services grade 4

- Responsibility for the smooth and efficient financial administration of a small school

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- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence, which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
- Preparing complex financial and administrative systems
- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
- *Occupational equivalent:* senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), Principal's secretary, school development officer

(v) School operational services grade 4

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
- Deputising for the manager if absent, including undertaking all duties
- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques
- *Occupational equivalent:* advanced tradesperson, head grounds person (medium or large school)

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(vi) Instructional services grade 3

- Instructing individual students as part of an extra-curricula instrumental music program
- Coaching, including developing sports training sessions and programs, for individuals and/or teams/squads in various sporting disciplines
- Supervising instructional services employees (Grades 1 and/or 2)
- *Occupational equivalent:* instrumental music tutor, senior assistant sports coach, sports coach

Note: An instrumental music tutor will not be employed at a Level lower than Level 4.

D.2.5 Level 5

An Employee at this level performs work above and beyond the skills of an Employee at Level 4.

(a) Competency

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

(b) Judgment, independence and problem solving

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

(c) Level of supervision

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

(d) Training level or qualifications

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;

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- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in cl.D.2.5(d)(i) to (v) and/or appropriate sporting discipline specific experience.

(e) Typical activities

(i) Curriculum/resources services grade 4

- 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
- *Occupational equivalent:* professional assistant

(ii) Preschool/childcare services grade 4

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level employees
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- *Occupational equivalent:* childcare assistant

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(iii) School administration services grade 5

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- *Occupational equivalent:* human resources officer, office supervisor (large school), school development officer

(iv) School operational services grade 5

- Managing a range of functions
- *Occupational equivalent:* assistant property manager (large school), property manager (medium school)

(v) Instructional services grade 4

- Preparing instrumental music students for external examination in their discipline as part of an extra-curricular program
- Coaching individuals and/or sporting teams/squads, including developing and implementing individual and/or team specific training sessions and programs
- *Occupational equivalent:* music tutor, sports coach, senior sports coach (large school)

D.2.6 Level 6

An Employee at this level performs work above and beyond the skills of an Employee at Level 5.

(a) Competency

- (i) Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.

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- (ii) Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii) Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv) Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v) Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(b) Judgment, independence and problem solving

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

(c) Level of supervision

In some positions, general direction is appropriate. In other positions, broad direction would apply. May have extensive supervisory and line management responsibility for general Employees. Supervision is present to review established objectives.

(d) Training level or qualifications

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training. For an instructional services employee (sport), this means coaching qualifications equivalent to those identified in cl. D.2.6(d)(i) to (ii) and/or appropriate sporting discipline specific experience.

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(e) Typical activities

(i) Preschool/childcare services grade 5

- *Occupational equivalent:* operating as the assistant director:
- Responsibility for co-ordinating and directing the activities of employees, including the employees engaged in the implementation and evaluation of developmentally appropriate programs
- Contributing, through the director, to the development of the facility or policies and procedures
- Co-ordinating operations, including occupational health and safety, program planning, staff training
- Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- *Occupational equivalent:* operating as the co-ordinator:
- Undertaking additional responsibilities, including co-ordinating the activities of more than one group, supervising employees, trainees and students on placement and assisting in administrative functions

(ii) Wellbeing services grade 3

- Performing guidance and counselling, within defined accountabilities
- Providing specialist health services and/or therapy services to students
- *Occupational equivalent:* psychologist, speech therapist, occupational therapist

(iii) Nursing services grade 1

- Providing primary nursing care with its associated administrative responsibilities
- *Occupational equivalent:* school nurse

(iv) School administration services grade 6

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the Employee's area of expertise

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- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent:* public relations manager/director, school development manager

(v) School operational services grade 6

- Managing a range of functions
- *Occupational equivalent:* property manager

(vi) Instructional services grade 5

- Conducting and co-ordinating a school choir, band or musical ensemble or more than one of these
- Managing and delivering the full coaching/training program or a significant distinct part of a coaching/training program for one or more sporting disciplines
- Supervising employees, including instructional services employees (Grades 1, 2, 3 and/or 4) or coaching (individuals, squads and/or teams) and managing sporting facilities
- *Occupational equivalent:* choir master, conductor, head coach

D.2.7 Level 7

An Employee at this level performs work above and beyond the skills of an Employee at Level 6.

(a) Competency

- (i) Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognised authority in a specialised area.

(b) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone

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work or the supervision of Employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(c) Level of supervision

Broad direction. May manage other Employees including general Employees.

(d) Training level or qualifications

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children
- Recruiting staff in accordance with relevant regulations, as directed by the Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to employees
- Developing and maintaining policies and practices for the facility
- *Occupational equivalent:* childcare centre director

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(ii) Wellbeing services grade 4

- Managing counselling services with more than one psychologist under supervision
- *Occupational equivalent:* head of school counselling (small or medium school), senior therapist

(iii) Nursing services grade 2

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- *Occupational equivalent:* school nurse

(iv) School administration services grade 7

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the Principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (medium school)

D.2.8 Level 8

An Employee at this level performs work above and beyond the skills of an Employee at Level 7.

(a) Competency

Competency at this level is likely to require the development 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.

(b) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

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(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other Employees including administrative, technical and/or professional Employees.

(d) Training level or qualifications

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

(e) Typical activities

(i) Preschool/childcare services grade 6

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

(ii) Wellbeing services grade 5

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

(iii) Nursing services grade 3

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other Employees of the school's health service
- *Occupational equivalent:* nurse in charge

(iv) School administration services grade 8

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school

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- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school)

Schedule E — General Staff Salaries

E.1 Annual rates of pay

The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table during the life of the Agreement.

Classification Level	From the first pay period commencing on or after approval of EA	From the first pay period on or after the commencement of the 2024 school year	From the first pay period on or after the commencement of the 2025 school year
Level 1	\$	\$	\$
1.1	57,719	60,604	63,635
1.2	59,602	62,582	65,711
1.3	61,445	64,517	67,743
Level 2			
2.1	61,859	64,952	68,199
2.2	63,532	66,709	70,044
Level 3			
3.1	64,204	67,415	70,785
3.2	65,208	68,469	71,892
Level 4			
4.1	67,293	70,658	74,191
4.2	70,222	73,733	77,420
Level 5			
5.1	72,226	75,838	79,630
5.2	75,277	79,040	82,992
Level 6			
6.1	77,670	81,553	85,631
6.2	82,353	86,470	90,794
Level 7			
7.1	84,520	88,746	93,183
7.2	86,947	91,295	95,859
7.3	89,372	93,840	98,532
Level 8			
8.1	96,562	101,390	106,460

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E.2 The rates of pay in Sch.E.1 will become payable from the first pay period commencing on or after approval of the enterprise agreement.

E.3 The commencement levels for employees will be as follows:

Classification	Commencement level
School operations services grade 1	Level 1.1
School administration services grade 1	Level 1.2
Classroom support services grade 1	Level 1.3
Preschool/childcare services grade 1	
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
Preschool/childcare services grade 2	
Wellbeing services grade 1	
School administration services grade 2	
School operational services grade 2	
Instructional services grade 1	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
Preschool/childcare services grade 3	
School administration services grade 3	
School operational services grade 3	
Instructional services grade 2	
Curriculum/resources services grade 3	Level 4.1
Preschool/childcare services grade 3A	
Wellbeing services grade 2	
School administration services grade 4	
School operational services grade 4	
Instructional services grade 3	Level 4.2
Curriculum/resources services grade 4	Level 5.1
Preschool/childcare services grade 4	

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Classification	Commencement level
School administration services grade 5	
School operational services grade 5	
Instructional services grade 4	
Preschool/childcare services grade 5	Level 6.1
Instructional services grade 5	
Wellbeing services grade 3	
Nursing services grade 1	
School administration services grade 6	
School operational services grade 6	
Wellbeing services grade 4	Level 7.1
Nursing services grade 2	
School administration services grade 7	
Preschool/childcare services grade 6 (1-39 places)	Level 7.2
Preschool/childcare services grade 6 (40-59 places)	Level 7.3
Nursing services grade 3	Level 8
Wellbeing services grade 5	
School administration services grade 8	

E.4 Junior Employees

A junior Employee is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

Schedule F — General Staff Allowances

F.1 Caretakers' accommodation

F.1.1 An Employee who is employed as a caretaker and who is required by the Employer to reside in premises provided by the Employer, will be provided with living quarters, fuel and light at no cost to the Employee.

F.1.2 The on call and recall allowances in Sch.F.4 do not apply to a caretaker provided with accommodation.

F.2 First aid allowance

F.2.1 Application

An Employee who is designated by the Employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (a) 1.65% of the standard rate per annum; or
- (b) 1/240th of the allowance in Sch.F.2.1(a), if designated on a per day basis.

F.2.2 Excluded Employees

This allowance does not apply to:

- (a) a nurse;
- (b) an Employee employed exclusively as a first aid officer; or
- (c) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

F.3 Meal allowance

Where an Employer requires an Employee:

F.3.1 to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- (a) if an Employee could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$16.91 to the Employee.

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F.4 On call and recall allowance

F4.1 On call allowance

An on call allowance will be paid to an Employee who is required by an Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

F4.2 Recall allowance

An Employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

F4.3 Exceptions

The on call and recall allowances do not apply to an Employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the Employee for their exclusive use at no cost to the Employee.

F.5 Uniform/protective clothing allowance

F5.1 Where an Employer requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will:

- (a) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (b) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or
- (c) reimburse the Employee for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if the Employer does not launder the items.

F5.2 Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

F.6 Vehicle allowance

F6.1 An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:

(a) Motor car

\$0.92 per kilometre with a maximum payment as for 400 kilometres per week.

(b) Motorcycle

\$0.31 per kilometre with a maximum payment as for 400

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kilometres per week.

F.62 Where an Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.

F.7 Adjustment of expense related allowances

At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Uniform/protective clothing allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

Schedule G— Long Service Leave

G.1 Teachers

A Staff Member who would have been employed as a teacher pursuant to the *Victorian Independent Schools – Teachers – Award 1998* (AP802001CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with clause 27 - Long service leave.

Clause 27 – Long service leave

27.1 Preamble

A teacher is entitled to long service leave on ordinary pay in respect of continuous employment with one and the same employer or the employer's successor.

27.2 Entitlement

27.2.1 A teacher who has completed 10 years' continuous employment with the employer is entitled to 13 weeks' long service leave.

27.2.2 A teacher is entitled to an additional 6 1/2 weeks' (i.e. 45 calendar days) long service leave for each additional five years of continuous employment with the employer.

27.3 Termination of employment

27.3.1 A teacher who has completed more than 10 years' continuous employment with the employer and whose employment is terminated otherwise than by the death of the teacher is entitled to an amount of long service leave equal to one-fortieth of the period of the teacher's continuous employment since the last accrual of entitlement to long service leave under 27.2.1 and 27.2.2.

27.3.2 A teacher who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one-fortieth of the period of the teacher's continuous employment.

27.3.3 If a teacher who is entitled to any amount of long service leave dies before or while taking long service leave, then the employer will pay an amount equal to the ordinary pay that would have been payable to the teacher in respect of the period of long service not taken to the teacher's personal representative.

27.3.4 Where a teacher who has completed more than 10 years' continuous employment with an employer dies while still in continuous employment of such employer, the employer (in addition to any sum payable under 27.3.3) will pay to the teacher's personal representative in respect of any period of such continuous employment which is after the last accrual of entitlement to long service leave pursuant to 27.2.2 a sum equal to the amount of the

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teacher's ordinary pay for a period equalling one fortieth of such fractional period.

- 27.3.5** Where a teacher who has completed at least 7 years but less than 10 years of continuous service with an employer dies while still in the employment of such employer, the employer will pay to the teacher's personal representative a sum equal to the amount of the teacher's ordinary pay for the period equalling one fortieth of the teacher's fractional employment.

27.4 Payment in lieu

- 27.4.1** Except as provided in this clause, an employer will not make payment in lieu of any long service leave or part thereof to a teacher or the teacher's personal representative.

- 27.4.2** Except as provided in this clause, a teacher or a teacher's personal representative will not accept payment in lieu of any long service leave or part thereof.

27.5 Illness on long service leave

- 27.5.1** Subject to the production of a supporting medical certificate, a teacher who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the teacher is entitled to sick leave.

- 27.5.2** Subject to 27.5.1 the teacher's long service leave will be extended by the period of illness.

- 27.5.3** An exception to 27.5.1 is that an employer and a teacher may agree that the teacher will return from long service leave as planned with the period of illness increasing the teacher's accrued long service leave entitlement.

27.6 Mode of employment and payment

- 27.6.1** A teacher whose service has been
all full-time or
all at the same part-time fraction
is paid during long service leave at the teacher's normal salary.

- 27.6.2** Where a teacher's time fraction has varied, salary when proceeding on long service leave is calculated as follows:

(a) Service prior to 1 February 1997

- (i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;

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- (ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;
- (iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;
- (iv) if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

(b) Service from 1 February 1997

A teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the teacher's time fractions over the period of eligible service.

27.7 Exceptions

Despite anything in this clause for the purpose of determining the amount of long service leave or pay in lieu thereof to which a teacher or a teacher's personal representative is entitled in respect of the period of employment commencing on or after 1 January 1965 and ending on 1 January 1980, so much of that period of employment as was commenced before 1 January 1980 will be reduced by one third.

Clause 26 – Personal leave also provides for illness on long service leave as follows:

- 26.3.4** An employer may require a teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the teacher.

G.2 Teacher – Early Childhood Teacher

A Teacher who would have been employed pursuant to the *Victorian Independent Schools – Early Childhood Teachers – Award 2004* (AW835765) (cl.26.5) if employed prior to 1 January 2010 is entitled to long service leave in accordance with clause 26 – Long service leave. Clause 26 is identical to the clause in G.1 of this Schedule except that cl.27.5 is replaced by cl.26.5 and cl.27.2 does not apply.

Clause 26.5 – Mode of employment and payment is as follows.

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- 26.5.1** An early childhood teacher whose service has been all full-time or all at the same part-time fraction is paid during long service leave at the early childhood teacher's normal salary.
- 26.5.2** An early childhood teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average (i.e., mean) of the early childhood teacher's time fractions over the period of eligible service.

Clause 25 – Personal leave also provides for illness whilst on long service leave as follows.

- 25.3.4** An employer may require an early childhood teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the early childhood teacher.

G.3 General Staff Member

A General Staff Member, other than a General Staff Member to whom one of G.4, G.5 or G.6 applies is entitled to long service leave in accordance with the *Long Service Leave Act 1992* (Vic.).

G.4 General Staff Member – Nurses

A General Staff Member who would have been employed pursuant to the *Victorian Independent Schools – Nurses – Award 2003* (AW821844CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with clause 32 - Long service leave. Clause 32 is identical to the clause in G.1 of this Schedule except that cl.27.5 is replaced by cl.32.5 and cl.27.7 does not apply.

Clause 32.5 – Mode of employment and payment is as follows.

32.5 Mode of employment and payment

- 32.5.1** A nurse whose service has been all full-time or all at the same part-time fraction is paid during long service leave at the nurse's normal salary.
- 32.5.2** A nurse whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average (i.e., mean) of the nurse's time fractions over the period of eligible service.

Clause 31 – Personal leave also provides for illness whilst on long service leave as follows.

31.3.4

- (a)** Subject to a nurse meeting the requirements specified by 31.3.4(b), a nurse is entitled to leave for personal injury and sickness in lieu of long service leave but only to the extent that the nurse is entitled to leave for personal injury and sickness.

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- (b) An employer may require an early childhood teacher who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of the employer's choice, provided the practitioner is reasonably accessible to the early childhood teacher.

G.5 General Staff Member – Clerical and Administrative Employee

A General Staff Member who would have been employed pursuant to the *Victorian Independent Schools – Clerical and Administrative Employees – Award 2004* (AW837335CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with clause 27 – Long service leave.

The relevant provisions of clause 27 – long service leave are as follows.

27. Long service leave

27.1 Entitlement

An employee is entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1992* (Vic.) as amended from time to time.

27.2 Payment

An employee whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the employee's time fractions over the period of eligible service.

G.6 General Staff Member – School Assistant

A General Staff Member who would have been employed pursuant to the *Victorian Independent Schools – School Assistants – Award 19982004* (AW802122CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with clause 26 – Long service leave.

Clause 26 – Long service leave is as follows.

26. Long service leave

A school assistant is entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1992* (Vic.) as amended from time to time.

Clause 25 – Personal leave provides illness on long service leave as follows:

- 25.3.4 An employer may require a school assistant who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner who is reasonably accessible to the school assistant.