



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Newhaven College Pty Ltd T/A Newhaven College**  
(AG2023/4260)

## **NEWHAVEN COLLEGE ENTERPRISE AGREEMENT 2023 - 2026**

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 30 NOVEMBER 2023

*Application for approval of the Newhaven College Enterprise Agreement 2023 - 2026*

[1] An application has been made for approval of an enterprise agreement known as the *Newhaven College Enterprise Agreement 2023 - 2026* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Newhaven College Pty Ltd T/A Newhaven College. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[5] The Agreement is approved and in accordance with s.54, will operate from 7 December 2023. The nominal expiry date of the Agreement is 30 November 2027.



COMMISSIONER

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**Annexure A**

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/4260

Applicant:

Newhaven College

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Tony Corr, Principal have the authority given to me by Newhaven College to give the following undertaking with respect to the *Newhaven College Enterprise Agreement 2023 – 2026* ("the Agreement"):

1. Newhaven College undertakes that Nurses engaged under the Agreement will be paid \$5.00 more annually than the rates prescribed under the Nursing Services Stream pursuant to the *Educational Services (Schools) General Staff Award 2020* for each year of the Agreement.

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

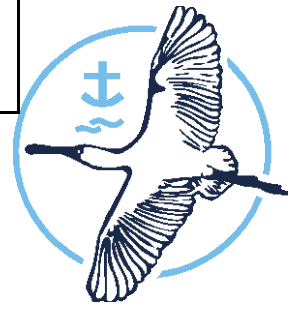


Signature

27/11/2023

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



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Newhaven College  
Enterprise Agreement  
2023 - 2026

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**NEWHAVEN  
COLLEGE**

**PART 1: APPLICATION AND OPERATION OF AGREEMENT**

**1 TITLE**

This Agreement is to be known as the *Newhaven College Enterprise Agreement 2023 - 2026* (the Agreement) and is a Single Enterprise Agreement made pursuant to Section 172(2) of the *Fair Work Act 2009* (Cth).

**2 ARRANGEMENT**

This Agreement is arranged as follows:

<b>Part</b>	<b>Part No.</b>	<b>Clause No.</b>
Application and Operation of Agreement	1	1-8
Conditions of Employment for all Employees Covered by the Agreement	2	9-40
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Conditions of Employment for School Assistants	4	44-46
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Conditions of Employment for Grounds and Maintenance Employees	6	50-57
Conditions of Employment for Nurses	7	58-60
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Conditions of Employment for Instructional Music Tutors	9	64-68
<b>Clause</b>	<b>Part No.</b>	<b>Clause No.</b>
Accident Make-Up and Workers' Compensation Payments	2	30
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Annual Leave, Non Attendance Time and School Holidays – Teachers	3	42
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Salaries (Teachers)	1B	
Positions of Responsibility Structure (Teachers)	1C	
Classification Structure (School Assistants)	2A	
Salaries (School Assistants with School Holidays)	2B	
Classification Structure (Administrative Employees)	3A	
Salaries (Administrative Employees)	3B	
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Classification Structure (Nurses)	5A	
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**Newhaven College Enterprise Agreement 2023 - 2026**

Classification Structure (Health & Wellbeing Employees)	6A
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Classification Structure (Instructional Music Tutors)	7A
Salaries (Instructional Music Tutors)	7B

## Newhaven College Enterprise Agreement 2023 - 2026

### 3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the *Fair Work Act 2009* (Cth).

3.2 The nominal expiry date of the Agreement is four years from the date of approval of this Agreement by the FWC.

#### 3.3 Re-negotiation of agreement

The Employer and the Employees agree that negotiations for a replacement agreement will commence four months prior to the nominal expiry date of this Agreement.

### 4 APPLICATION AND COVERAGE

The Agreement applies to

- (a) Newhaven College (the Employer) and;
- (b) all Teachers, School Assistants, Administrative Employees, Grounds and Maintenance Employees, Health and Wellbeing Services, Instrumental Music Tutors and Nurses employed by the Employer (the Employees).

Parts 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3, 4, 5, 6, 7, 8 and 9 of this Agreement apply to Employees as specified.

### 5 RELATIONSHIP TO AWARDS AND NATIONAL EMPLOYMENT STANDARDS

5.1 This Agreement replaces the Awards which would otherwise apply to the Employees.

5.2 The National Employment Standards (NES) contain minimum terms to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.

5.3 This Agreement provides enterprise specific details where it deals with a matter provided for in the NES. 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.

### 6 DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) (or its successor)
Administrative Employee	means a person who is employed in school administration services under the <i>Educational Services (Schools) General Staff Award 2020</i> or its successor
Awards	means the following: <ul style="list-style-type: none"><li>• <i>Educational Services (Teachers) Award 2020</i></li><li>• <i>Educational Services (Schools) General Staff Award 2020</i></li></ul> or their successor awards
Casual Employee	means an Employee employed pursuant to cl.9.4 of this Agreement



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Close Down Period	means the non-term weeks in the School Year where the College is closed
College	means the Employer
Continuous Service	means continuity of service and includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave and carer's leave), infectious diseases leave, compassionate leave, school holidays, annual leave, long service leave, examination leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee. Periods of unpaid leave do not count as service, except at the discretion of the Employer. Periods of unpaid leave do not break employment
Employee	means a person covered by this Agreement
Employer	means the employer identified at cl.4(a)
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
FWC	means the Fair Work Commission
Fixed Term Employee	means an Employee employed pursuant to cl.9.3 of this Agreement
Full Time Employee	means an Employee employed pursuant to cl.9.1 of this Agreement
Grounds and Maintenance Employee	means a person engaged wholly or principally to perform maintenance, repair, logistical support and/or improvement works on buildings, grounds, facilities, plant and services, including tradespersons, trades assistants, gardeners, maintenance and horticulture workers, management employees, bus drivers, labourers and cleaners
Health and Wellbeing Services	means an Employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate
Immediate Family	means <ul style="list-style-type: none"> <li>• 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 different sexes); and</li> <li>• 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</li> </ul>
Instrumental Music Tutor	means an Employee engaged in accordance with Part 9 of this Agreement, whose principal duties are to develop a framework for, and provide, instrumental music instruction within a structured learning environment
NES	the National Employment Standards contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth) or its successor

**Newhaven College Enterprise Agreement 2023 - 2026**

Non Attendance Time	means weeks in the school year other than term weeks and include periods designated as school holidays for students (less 4 week's annual leave). This may also be referred to as non-term weeks.
Nurse	means an Employee who is a registered nurse with the Nursing and Midwifery Board of Australia (or its successor)
Part Time Employee	means an Employee employed pursuant to cl.9.2 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach the educational program
Principal	means Principal of the College or their nominee
School Assistant	means a person who is ancillary to the process of teaching
School Holidays	means the non-term weeks for employees other than Teachers
School Year	means the period of twelve months commencing from the day the Employees are required to attend the College for the new educational year, as determined by the College, and includes term weeks and non-term weeks
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 the <i>Education and Training Reform Act 2006</i> (Vic) (or its successor) and is employed to teach the educational program to primary and secondary school students. This definition includes a qualified teacher librarian, but does not include a person employed as a Principal or Deputy Principal, by whatever name called

**7 DISPUTE RESOLUTION**

**7.1 Objective**

The objective of the parties is to avoid any disputes or grievances between Employees and the College so as to avoid any interruption to the educational program of the College.

**7.2 Procedure**

**7.2.1** If a dispute relates to

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

this clause sets out the procedures to settle the dispute.

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

**7.2.3** 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 the relevant supervisors and/or management.

**7.2.4** If discussions at the workplace level do not resolve the dispute, then a party to the

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dispute may refer the matter to the FWC.

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

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

*Note: if FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that 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.*

7.2.6 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.

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

## 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;
  - (v) allowances; and
  - (vi) annual leave loading;
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

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
  - (iii) how the Employee will be better off overall in relation to the terms and

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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 any time.

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

### **9 MODES OF EMPLOYMENT**

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

#### **9.1 Full Time Employee**

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

#### **9.2 Part Time Employee**

9.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

9.2.2 The number of hours of face to face teaching and duties of a part-time Teacher shall be set out in writing by the Employer at the time of engagement and at any other time when a variation occurs.

9.2.3 The Employer must make reasonable effort to minimise the number of days over which a part-time Employee must work their FTE.

9.2.4 For a Part Time Teacher, the Employer will set out the duties and the number of hours required (including face-to-face teaching hours) to be undertaken. A Part Time Teacher will be required to undertake a proportionate number of other duties normally expected of a Full Time Teacher.

9.2.5 The Employer cannot vary a Part-time Teacher's teaching load or days of attendance unless:  
(a) the Teacher consents; or  
(b) where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven weeks' notice in writing, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.

9.2.6 Where the variation in cl.9.2.5(b) is an increase or decrease of more than 25 per cent of the Teacher's teaching load, the Teacher is entitled to the provisions of clause 33-Redundancy Procedures.

9.2.7 A part-time Teacher's teaching load and extra-curricular commitment will be proportionate to the teaching load and extra-curricular commitment of a full-time Teacher; however, may exceed the proportionate teaching load and extra-curricular commitment only where reasonably necessary for operational reasons. The Employer and part-time Teacher will consult regarding arrangements for attendance at Parent/Teacher meetings.

#### **9.3 Fixed Term Employee**

9.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:  
(a) to replace one or more Employees who are on leave;  
(b) to undertake a specified project for which funding has been made available;  
(c) to undertake a specified task which has a limited period of operation;  
(d) to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

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- 9.3.2 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- (a) the reason for the fixed nature of the employment;
  - (b) the date of commencement of the employment;
  - (c) the benefits which are applicable under this Agreement; and
  - (d) the rights of any Employee being replaced.

- 9.3.3 The termination of employment of a Fixed Term Employee:
- (a) will be the expiry of the period of employment;
  - (b) where an Employee is replacing an Employee on parental leave, in accordance with the appropriate notice of termination provisions in cl.22- Parental Leave. Where an Employee on parental leave gives more notice than is required, the Fixed Term Employee is entitled to be given that longer period of notice, where possible; or
  - (c) will be in accordance with cl.12-Termination of employment as appropriate.

Note: A Fixed Term Employee is not entitled to any period of notice which extends beyond the expiry date of the period of employment.

- 9.3.4 The notice period in cl.9.3.3 does not apply where the Employee is guilty of serious misconduct.

- 9.3.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- redundancy
  - infectious diseases leave
  - school tuition fee discount, except at the discretion of the Principal
  - paid parental leave.

### 9.4 **Casual Employee**

- 9.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 9.4.2 A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements without the requirement of prior notice by the Employer or the Employee but does not include an Employee who could properly be classified as a full time or part-time employee under cl.9.1 or 9.2.
- 9.4.3 A Casual Employee is entitled to the rate of pay specified in Schedule 1B for a Casual Teacher, Schedule 2B for a Casual School Assistant, Schedule 3B for a Casual Administrative Employee, Schedule 4B for a Casual Grounds, Maintenance Employee, Schedule 5B for a Casual Nurse, Schedule 6B for a Casual Health & Wellbeing Employee and Schedule 7B for a Casual Instrumental Music Tutor. This rate of pay includes a loading in lieu of paid leave entitlements.
- 9.4.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
  - redundancy
  - remuneration packaging
  - annual leave
  - school holidays
  - leave loading
  - public holidays (but is entitled to penalty loading for work performed on a public holiday)
  - paid personal/carer's leave
  - paid compassionate leave
  - Infectious diseases leave

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- school tuition fee discount, except at the Principal's discretion
- paid parental leave

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

9.4.6 A Casual Employee, other than a Casual Teacher, will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly salary for the appropriate grade}}{38} \times 1.25$$

9.4.7 The Employer will engage a Casual Teacher, for a full day or a half day.

9.4.8 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days.

9.4.9 An Employer must not employ a Casual School Assistant, Administrative Employee or Grounds and Maintenance Employee for longer than two concurrent school terms on relieving work or to complete a fixed project. A Casual Employee should not be employed to perform work of an ongoing nature.

### 10 LETTERS OF APPOINTMENT

Prior to the commencement date of employment, a new Employee, other than a casual replacement Employee, will receive a letter of appointment, which provides information relating to:

- (a) the date on which employment commences;
- (b) the date on which employment ceases (in the case of fixed term appointments);
- (c) commencing classification and salary level and mode of payment;
- (d) superannuation arrangements;
- (e) a broad description of the job as it is likely to apply at the commencement of employment. It is understood that the broad description of an Employee's role and associated duties may change over time at the discretion of the Principal.

### 11 MINIMUM EMPLOYMENT PERIOD

11.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months, as defined by the Act.

11.2 If the Employer is to terminate the employment of an Employee during the minimum, employment period, then the Employer is not required to comply with cl.37- Performance and conduct management or any due process, performance or conduct management policies or procedures in place from time to time or cl.12- Termination of employment.

11.3 Where the Employer terminates the employment of an Employee during the minimum employment period, the Employer will give notice or payment in lieu of notice or part notice and part payment in lieu of notice as follows:

- (a) Teacher: four term weeks
- (b) School Assistant: two term weeks
- (c) all other Employees: one week.

11.4 If a Teacher fails to give the notice specified in cl.12.6 the Employer may deduct from wages due to the Teacher under this Agreement, an amount that is no more than two (2) weeks' wages for the Teacher.

11.5 All other Employees who are at least 18 years old, fails to give the notice specified in cl.12.6 the Employer may deduct from wages due to the Employee under this Agreement, an amount that is no more than one (1) week's wages for the

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Employee.

11.6 If the Employer has agreed to a shorter period of notice than that required under cl.12.6, then no deduction can be made under cl.12.6.

11.7 Any deduction under cl.12.6 must not be unreasonable in the circumstances.

**12 TERMINATION OF EMPLOYMENT**

12.1 Except in the case of redundancy, the Employer may terminate the employment of an Employee:  
 (a) summarily; or  
 (b) on notice, for reasons related to the Employee’s conduct or performance.

12.2 If the Employer is considering whether to terminate an Employee’s employment for reasons related to cl.12.1(a), the Employer must give the Employee an opportunity to be heard in defense of the allegations unless the Employer could not reasonably have been expected to give the Employee that opportunity.

**12.3 Summary dismissal**

The Employer may terminate an Employee’s employment summarily where that 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.

**12.4 Conduct or performance**

12.4.1 If the Employer is considering whether to terminate an Employee’s employment for reasons related to conduct or performance, then the Employer shall apply the provisions of cl.36-Performance and conduct management.

12.4.2 If the Employer terminates the employment of an Employee, then the Employer shall give notice in accordance with either cl.12.5.1 or 12.5.2.

**12.5 Notice of termination by the Employer**

12.5.1 The Employer will give notice of termination of employment in writing as follows:

<b>Employee classification and period of continuous employment</b>	<b>Notice of termination of employment</b>
Teacher <i>for continuous service of more than six months</i>	Seven term weeks’ notice
School Assistant Nurse and Health and Wellbeing Services <i>for continuous service of more than six months</i>	Four term weeks’ notice
Administrative Employee Grounds and Maintenance Employee for continuous service of: · more than six months and up to one year · more than one year	Two weeks’ notice Four weeks’ notice
Instrumental Music Tutors <i>for continuous service of more than six months</i>	Four term weeks’ notice



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12.5.2 The Employer may provide payment instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal the period of notice required to be given under cl.12.5.1.

12.5.3 Where a School Assistant, Nurse, Administrative Employee or Grounds and Maintenance Employee has been employed for more than five years and is over 45 years at the time of time of termination of employment, the Employer will provide an additional week of notice.

12.5.4 The Employee may agree in writing to vary the period of notice required under this clause, provided that the agreed period of notice will not be less than that required by this clause.

**12.6 Notice of termination by the Employee**

12.6.1 An Employee will give notice of resignation of employment in writing, where the Employee is a:

<b>Employee classification and period of continuous employment</b>	<b>Notice of resignation of employment</b>
Teacher <i>for continuous service of six months or more</i>	Seven term weeks' notice
School Assistant Nurse and Health and Wellbeing Services <i>for continuous service of more than six months</i>	Four term weeks' notice
Administrative Employee Grounds and Maintenance Employee for continuous service of: · more than six months and up to one year · more than one year and up to three years · more than three years and up to five years · more than five years	One week's notice Two weeks' notice Three weeks' notice Four weeks' notice
Instrumental Music Tutors <i>for continuous service of more than six months</i>	Four term weeks' notice

12.6.2 If an Employee fails to give the required notice, then the Employer may withhold from wages due to the Employee on termination under this Agreement in accordance with cl.11.

**13 ALLOWANCES**

**13.1 Meal allowance**

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

**13.2 Higher duties allowance**

An Employer may direct that an Employee perform temporarily duties applicable to a classification higher than that of such Employee. Where an Employee performs such duties for one week or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification or Position of Responsibility Allowance, the Employee will be paid the rate applicable

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to the higher classification for the whole period during which the said duties are performed.

### **13.3 Camp allowance**

13.3.1 A camp allowance of \$60 per night will be provided to an Employee in recognition of the amount of hours spent as a primary caregiver on a camp. The allowance will be indexed in accordance with the salary percentage increase each year. The camp allowance is only payable to an Employee who attends an overnight school camp as scheduled by the Employer as per College guidelines for scheduled overnight school camps.

13.3.2 A time concession determined by the Principal will be provided to an Employee who attends a camp where the finishing day is not adjacent to a weekend, end of term or public holiday.

### **13.4 Scheduled Overnight School Camps**

13.4.1 For an Employee required by the Employer to attend scheduled overnight school camps:

- a) The Employer will book and pay for the Employee's accommodation, or
- b) The Employee may book the Employee's accommodation to an agreed threshold amount identified by the Principal and Designated Lead Overnight Camp Organiser at the planning and assessment stage.
- c) The Employee designated and assigned to attend overnight camp will be consulted and informed of the support costs that will be associated with this activity.
- d) The Employee will be reimbursed by the Employer upon the production of a receipt.
- e) The Employer will pay the camp allowance of \$60 per night that applies for the duration of the scheduled overnight school camp.
- f) Where the Employee does not wish to have accommodation provided in accordance with cl.13.4.1(a) or (b). The \$60 per night camp allowance shall be paid to the Employee for the duration of the scheduled overnight school camp.

13.4.2 For an Employee required by the Employer to attend College overnight school camp, the Employer will reimburse an Employee up to \$70 per full day of attendance for meals upon the production of receipts. If the Employee is only in attendance for a part day, then the following maximums will be paid on production of a receipt:

- breakfast (\$20), lunch (\$15) and dinner (\$35).

### **13.5 Travel allowance**

An Employee will be entitled to an amount per kilometre as set down by the Australian Taxation Office for the current financial year when using his/her private vehicle for school excursions, camps, and other approved travel. Entitlement for payment must be approved by the Principal or Business Manager prior to travel, on the basis of appropriate documentation as determined by the College.

## **14 PAYMENT ARRANGEMENTS**

Salary will be paid by credit transfer to the Employee's nominated financial

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institution account on a fortnightly basis.

### 15 REMUNERATION PACKAGING

- 15.1 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.
- 15.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a written agreement varying the Employee's conditions of employment.
- 15.3 Where an Employee elects to package their salary, the Employee is required to arrange the package with an organisation providing services of this nature, external to the College.

### 16 SUPERANNUATION

The Employer shall continue to make an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee. Each Employee shall be provided with a superannuation choice form upon commencement. Should the Employee not nominate a complying superannuation fund for this purpose, a request for stapled superannuation fund details will be made to the ATO. If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the College's default superannuation fund applies. The Employer's default fund is Combined Fund or the successor fund.

### 17 OVERTIME

#### 17.1 Overtime rates

- 17.1.1 This clause does not apply to an Employee who is employed as a Teacher.
- 17.1.2 An Employee, , will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

<b>Time worked</b>	<b>Overtime rate</b>
Monday–Friday	150% of the ordinary hourly rate of pay for the first 2 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 2 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

- 17.1.3 Overtime will be calculated daily.

#### 17.2 Time off instead of overtime payment

- 17.2.1 An Employee and an Employer may agree that an Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of the ordinary or rostered hours.
- 17.2.2 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. Time will be taken either:
- (a) within four weeks of accrual; or

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- (b) if agreed in writing between and Employee and an Employer, specifying the amount of time to be taken, during the non-term weeks in that calendar year.

17.2.3 Where an Employee and an Employer have agreed to time off instead of payment under this clause and such time has not been taken:

- (a) within four weeks of accrual; or
- (b) during the non-term weeks as agreed in writing between an Employee and an Employer,

the Employer must provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked.

17.3 If, on termination of the Employee's employment, time off for overtime worked by the Employee has not been taken, then the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

### 17.4 **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 in the Agreement.

## 18 **PERSONAL/CARER'S LEAVE**

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

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

18.3 For a Full Time Employee, the personal/carer's leave entitlement is 15 days per year of service which accrues as follows:

- (a) on the basis of six days at the commencement of the first term and three days at the commencement of the following three terms, in the first year of service; and
- (b) on the basis of service in the second and subsequent year.

18.4 The Employer may provide access to the full year's personal/carer's leave entitlement, with the production of medical certificate from a registered medical practitioner. Should the Employee's employment terminate prior to the accrual of the personal/carer's leave entitlement paid to the Employee, the Employer will deduct the amount of personal/carer's leave paid in advance of accrual from the final payment to the Employee.

18.5 A Part Time Employee is entitled to paid personal/carer's leave on a pro rata basis based on specified hours in cl.9-Modes of employment.

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

18.7 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, personal injury, or an unexpected emergency affecting the member. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in cl.9-Modes of employment.

18.8 Any unused personal/carer's leave is fully cumulative. There is no entitlement to payment of accrued personal/carer's leave on termination of employment.

### 18.9 **Evidence supporting claim for carer's leave**

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- 18.9.1 The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness, injury or unexpected emergency of the person concerned and that the Employee is responsible for the care of the person concerned.
- 18.9.2 An Employee is required to produce a medical certificate or statutory declaration to the Employer in the following circumstances:
- for any absence on carer's leave of more than two consecutive days;
  - for any absence on carer's leave continuous with a public holiday to which the Employee is entitled or adjacent to the first or last day of a term and which would not otherwise require the production of a certificate; and
  - where the number days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.
- 18.9.3 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 18.9.4 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 18.10 Evidence required for personal leave**
- 18.10.1 An Employee must give the Employer notice of taking personal/carer's leave as soon as practicable and must identify the type of leave to be taken and the period or expected period of leave.
- 18.10.2 An Employee is required to produce a medical certificate or statutory declaration to the Employer in the following circumstances:
- for any absence on sick leave of more than two consecutive days;
  - for any absence on sick leave continuous with a public holiday to which the Employee is entitled or adjacent to the first or last day of a school term and which would not otherwise require the production of a certificate; and
  - where the number days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.
- 18.11 Discretionary leave**
- 18.11.1 An Employee is entitled to request 3 days discretionary leave per year to be taken from an Employee's personal/carer's leave entitlement. The evidentiary requirements in cl.18.9 and cl.18.10 do not apply to discretionary leave.
- 18.11.2 Whilst an Employee's entitlement to personal/carer's leave accrues each year, an Employee cannot request more than 3 days of discretionary leave per year. The cap applying to the amount of discretionary leave that can be accessed per year is not cumulative.
- 18.11.3 An Employee must:
- (a) request discretionary leave in writing and provide the reason for requesting the leave;
  - (b) make the request not less than 48 business hours prior to the proposed commencement time of the leave, unless the reason for requesting discretionary leave was not known at this time;

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- (c) not request a day that is adjacent to the commencement or end of non-attendance time;
- (d) take discretionary leave as full day; and
- (e) one full day per single occasion is permissible.

18.11.4 The Employer will grant discretionary leave, as soon as is reasonably practicable, subject to:

- (a) satisfaction of the application requirements; and
- (b) the operational requirements of the workplace for that day.

18.11.5 For the purposes of this clause, discretionary leave may be accessed:

- (a) to assist with moving houses;
- (b) to attend the funeral of a person who is not a member of the Employee's Immediate Family or household;
- (c) to attend the wedding of a person who is not a member of the Employee's Immediate Family or household;
- (d) for cultural/ceremonial leave for Employees who are Aboriginal or Torres Strait Islander; and
- (e) as otherwise agreed to by the Employer.

### **19 COMPASSIONATE LEAVE**

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

19.2 An Employee may take three days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

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

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

### **20 INFECTIOUS DISEASES LEAVE**

20.1 This clause does not apply to a Casual Employee or to an Employee engaged for a fixed term.

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

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever
- Hepatitis
- SARS, bird flu or swine flu.

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

### **21 PUBLIC HOLIDAYS**

21.1 Public holidays are provided for in the NES.

21.2 An Employee is entitled to public holidays without deduction of pay as follows:

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

#### **21.3 Days in Lieu**

21.3.1 When Christmas Day is a Saturday or Sunday, a holiday in lieu will be observed on 27 December.

21.3.2 When Boxing Day is a Saturday or Sunday, a holiday in lieu will be observed on 28 December.

21.3.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.

21.4 Where in Victoria, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional days for the purpose of this Agreement.

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

21.6 An agreement made in accordance with cl.21.5 must be recorded in writing and made available to the individual Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

### **22 PARENTAL LEAVE**

22.1 Parental leave is provided for in the NES. This clause supplements the NES provisions.

#### **22.2 Entitlement**

22.2.1 An Employee, other than a casual Employee, is entitled to up to 104 weeks' unpaid parental leave upon the completion of 12 months of continuous service with the Employer.

22.2.2 The entitlement to 104 weeks' leave replaces the quantum of leave otherwise available under ss.70 and 72 of the Act.

#### **22.4 Additional leave**

22.4.1 Subject to cl.22.4.2, an Employee entitled to parental leave pursuant to this clause may request the Employer to allow the Employee to extend the period of unpaid parental leave provided for in cl.22.2.2 by a further continuous period of leave not exceeding 12 months to assist the Employee in reconciling work and parental responsibilities.

22.4.2 An application under cl.22.4.1 may be made at any time from the time of the application for the period of unpaid parental leave provided by cl.22.2.2, preferably

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at least six months but not less than four weeks prior to the date upon which the Employee is due to return to work from parental leave.

### **22.5 Part time work**

22.5.1 Subject to cl.22.5.2, an Employee entitled to parental leave pursuant to the provisions of this Agreement may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age to assist the Employee in reconciling work and parental responsibilities.

22.5.2 An application pursuant to cl.22.5.1 must be made as soon as possible but no less than three weeks prior to the date upon which the Employee is due to return to work from parental leave.

### **22.6 Request to be considered**

22.6.1 The Employer will consider a request made by the Employee pursuant to cll.22.4 or 22.5 having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

22.6.2 An Employee's request and the Employer's decision must be recorded in writing.

### **22.7 Variation of period of parental leave**

22.7.1 Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Employee.

22.7.2 A Teacher replacing a Teacher granted parental leave will not be entitled to more than four weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Teacher is employed.

### **22.8 Communication during parental leave**

22.8.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held immediately before commencing parental leave.

22.8.2 The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

22.8.3 The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with cl.22.8.1.

## **23 PAID PARENTAL LEAVE**

### **23.1 Application**

23.1.1 This clause does not apply to a casual Employee or to an Employee engaged for a fixed term.



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23.1.2 This clause applies to a Full Time or Part Time Employee who is entitled to unpaid parental leave in accordance with the NES and cl.22-Parental leave.

23.1.3 The payments in cl.23.2 and 23.3:

- (a) are not payable during a period of paid leave;
- (b) are payable from the commencement date of the period of parental leave upon the birth or adoption of a child;
- (c) are paid at the Employee's ordinary rate of pay;
- (d) are payable to one Employee only, where the Employer employs both parents of the child; and
- (e) are payable whilst the Employee is in receipt of payment under the *Paid Parental Leave Act 2010* (Cth).

### **23.2 Birth-related leave and adoption-related leave**

23.2.1 An Employee who has been employed by the Employer for not less than 12 months, will be entitled to payment for 16 weeks of leave to be responsible for the care of the child, provided:

- (a) the birth-related leave is taken within the first 16 weeks of the child's birth;
- (b) the birth-related leave for the parent who did not give birth to the child (including any leave taken in addition to the concurrent period of leave taken at the time of the birth) must be leave taken to be the primary caregiver of the child and must be taken within the first 16 weeks of the child's birth;
- (c) adoption-related leave (including any leave taken in addition to the concurrent period of leave) must be taken within the first 16 weeks of the day of placement of the child.

23.2.2 If the Employee, who is the primary caregiver of the child, takes less than 16 weeks of leave with pay, then the Employee will be paid for the period of leave taken.

23.2.3 The period of leave with pay comprises paid birth-related leave/adoption-related leave and annual leave that accrues during the birth-related leave/adoption-related leave.

23.2.4 An Employee must have completed a minimum of 12 months' continuous paid service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth or adoption of a second or subsequent child.

### **23.3 Partner leave**

23.3.1 An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child and takes leave of at least ten days, will be entitled to payment for ten days of leave.

23.3.2 The period of leave with pay for up ten days does not incorporate the annual leave that accrues during the eight-day period of leave.

23.3.3 An Employee must have completed a minimum of 12 months' continuous paid service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth or adoption of a second or subsequent child.

### **23.4 Interaction with other leave entitlements**

The periods of leave with pay under cl.22.2 and 22.3 accrue personal/carer's leave and long service leave.

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### 24 LONG SERVICE LEAVE

- 24.1 An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018 (Vic)* (or its successor), as appropriate. This clause provides supplementary or ancillary terms.
- 24.2 An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to take pro-rata long service leave after seven years of continuous employment.
- 24.3 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.
- 24.4 A request for long service leave must be made in writing no later than the end of term two in the year preceding that which the Employee wishes to take long service leave.
- 24.5 Accrued long service leave will be paid in lieu where an Employee's employment is terminated for any reason after seven years of continuous employment.
- 24.6 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 normal salary.
- 24.7 An Employee, who is a Teacher, a Nurse or an Administrative Employee whose entitlements fall under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004*, whose time fraction has varied during service, is paid a proportionate rate determined by calculating an average of the Employee's time fractions over the period of eligible service.
- 24.8 All other Employees, whose time fraction has varied during service, is paid in accordance with the *Long Service Leave Act 2018 (Vic)*.
- 24.9 **Long service leave at half pay**
- The Employer will give consideration to requests for long service leave to be taken for twice as long as the period to which the Employee would otherwise be entitled at a rate of half pay.
- 24.10 **Timing and taking of long service leave**
- 24.11 In consultation about the timing of such leave, the Employer agrees to consider the individual Employee's needs, in so far as they are compatible with the Employer's operational needs.
- 24.12 The period of long service leave for a Teacher will usually be for not less than a school term. An application by a Teacher for a shorter period of long service leave will be considered by the Principal. Where a Teacher applies to take long service leave, the application must be in writing and submitted to the Principal by the end of Term 2 (prior to the commencement of the non-term weeks) in the year prior to the leave being taken. An application for long service leave that falls outside these requirements will only be considered in exceptional circumstances. Where a teacher does not have sufficient leave to cover an entire term, a period of unpaid leave may be granted by the Principal.
- 24.13 The period of long service leave for all other Employees will be for not less than one day. Where an Employee applies to take long service leave, they must provide reasonable notice. The application must be in writing and submitted to the Principal. Where an Employee is applying to take long service leave for a period more than 2 weeks, they must provide a minimum of six months' notice. Where an Employee is applying to take long service leave for a period of 2 weeks or less, they must provide a minimum of eight weeks' notice. An application for long service leave that falls outside these requirements will only be considered in exceptional

circumstances.

**24.14 Illness during long service leave**

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

**25 COMMUNITY SERVICE LEAVE**

25.1 Community service leave is provided for in the NES.

**25.2 Jury service leave**

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

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

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

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

25.2.5 Subject to cl.25.2.1 to 25.2.4 of this clause, the Employer will pay an Employee granted leave pursuant to cl.25.2.1 the Employee's normal salary during the period of authorised jury service leave provided that the Employee signs a form authorising deduction of the amount equal to the payment made by the Court Authorities from the salary payment due in the first pay period following the period of jury service leave.

25.2.6 Should the Employee not sign a form pursuant to cl.25.2.5, the Employer will pay an amount equal to the difference between the amount paid in respect of the Employee's attendance for jury service and the amount of salary the Employee would have received had the Employee not been on jury service leave.

**25.3 Voluntary emergency management activity leave**

25.3.1 The Employer will provide an Employee with up to two days' paid leave per annum (non-cumulative) where the Employee is engaging in a voluntary emergency management activity, as defined by the NES, provided:

- (a) the activity is undertaken during a day on which the Employee would otherwise be at work;
- (b) the Employee satisfies the notice and evidence requirements specified by the NES;
- (c) the Employee is not in receipt of payment of any kind from the recognised emergency management body.

**26 ANNUAL LEAVE LOADING**

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

26.2 A School Assistant in receipt of all school holidays or a Teacher who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks (excluding paid non-term weeks)}}{\text{Number of College's term weeks}} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

26.3 An Employee in receipt of 4 weeks' annual leave is entitled to leave loading as assessed as following

$$\frac{17.5\% \text{ of number of working weeks (excluding paid non-term weeks)}}{48} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

26.4 The annual rate of pay in cl.26.2 and 26.3 is the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

26.5 Annual leave loading is payable on termination of employment.

26.6 The Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December.

**27 LEAVE FOR EXAMS AND QUALIFICATIONS**

**27.1 Examination leave**

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

**27.2 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.

**28 LEAVE WITHOUT PAY**

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay, except for long service leave where applicable.

**29 LEAVE FOR DEALING WITH FAMILY AND DOMESTIC VIOLENCE**

29.1 This clause applies to all full time, part-time and casual Employees.

**29.2 Definitions**

(a) In this clause:

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

**family member** means:

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

(b) A reference to a spouse or de facto partner in the definition of **family member** in cl.29.2(a) includes a former spouse or de facto partner.

**29.3 Entitlement to leave**

(a) Each year, for the purpose of dealing with family and domestic violence, full time, part time and casual Employees are entitled to 20 days paid leave.

(b) The entitlement in cl.29.3(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. The Employer and Employee may agree that the Employee may take more than 5 days' leave to deal with family and domestic violence.

Note 3. The paid entitlement in cl.29.3(a) will be offset against the paid NES leave entitlement.

**29.4 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
- (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 urgent court hearings, or accessing police services.

**29.5 Service and continuity**

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

**29.6 Notice and evidence requirements**

**(a) Notice**

An Employee must give their Employer notice of the taking of leave by the Employee under cl.29.6(b).

**(b) 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.

**(c) Evidence**

An Employee who has given their Employer notice of the taking of leave under cl.29.6 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.29.4.

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.

**29.7 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.29.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b)** Nothing in cl.29.7(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.

**29.8 Compliance**

An Employee is not entitled to take leave under clause 29 unless the Employee complies with clause 29.

**30 ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY**

- 30.1** Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workers Injury Rehabilitation and Compensation Act 2013 (Vic)*, the Employer must pay to the Employee the difference between such weekly payments and the normal

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remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

- 30.2 Subject to cl.30.3, if an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Workers Injury Rehabilitation and Compensation Act 2013* (Vic), then the Employee does not accrue the following entitlement under this Agreement or under the Act (where relevant) for the duration of any such absence:
- (a) paid personal/carer's leave.

### **31 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

- 31.1 Requests for flexible working arrangements are provided for in the NES.
- 31.2 An Employee who is a parent, or has responsibility for the care of a child, may request the Employer for a change in working arrangements to assist the Employee to care for the child if the child:
- (a) is under school age; or
  - (b) is of school age; or
  - (c) has a disability.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- 31.3 The Employee is not entitled to make a request unless the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request.
- 31.4 The request must be in writing and set out the details of the change sought and of the reasons for the change.
- 31.5 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
- 31.6 If the Employer refuses the request, the written response must include details of the reasons for the refusal.
- 31.7 The Employer may refuse the request only on reasonable business grounds.

### **32 CONSULTATION ABOUT CHANGE**

- 32.1 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 the Employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

#### Major change

- 32.2 For a major change referred to in cl.32.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (b) cll.32.3 to 32.9 apply.
- 32.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.
- 32.4 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.
- 32.5 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.
- 32.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 32.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 32.8 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 cl.32.2(a) and cll.32.3 and 32.5 are taken not to apply.
- 32.9 In this clause, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

### Change to regular roster or ordinary hours of work

- 32.10 For a change referred to in cl.32.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) cll.32.11 to 32.15 apply.
- 32.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.
- 32.12 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.
- 32.13 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:



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- (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).

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

32.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.

32.16 For the purposes of cl.32.11 to 32.15, the Employer's educational timetable in respect of academic classes and student activities, which:

- (a) may operate on a term, semester or a School Year basis, and
  - (b) ordinarily changes between one period of operation and the next, and
  - (c) may change during the period of operation,
- is not a regular roster.

32.17 However, where a change to the educational timetable directly results in a change to the number of ordinary hours of work of an Employee or to the spread of hours over which the Employee's ordinary hours, are required to be worked, cl.32.11 to 32.15 will apply.

In this clause:

**relevant Employees** means the Employees who may be affected by a change referred to in cl.32.1

### 33 REDUNDANCY PROCEDURES

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

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

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

#### 33.2 Part Time Teacher

If a Part Time Teacher's hours are reduced, without their consent, by more than 25 per cent, then the Teacher will be entitled to the provisions of this clause.

#### 33.3 Transfer to lower paid duties

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

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### 33.4 Severance Pay

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

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	7 weeks pay
4 years but less than 5 years	8 weeks pay
5 years but less than 6 years	10 weeks pay
6 years but less than 7 years	11 weeks pay
7 years but less than 8 years	13 weeks pay
8 years but less than 9 years	14 weeks pay
9 years but less than 10 years	16 weeks pay
10 years but less than 11 years	20 weeks pay
More than 11 years	25 weeks pay

“Weeks’ pay” means the ordinary time rate of pay for the Employee concerned.

### 33.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under cl.33.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

### 33.6 Alternative employment

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

### 33.7 Time off during notice period

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

## 34 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.

## 35 UNIFORMS AND PROTECTIVE CLOTHING

35.1 Where the Employer requires an Employee to wear a uniform, protective clothing and/or footwear, the Employer will provide the items, or the Employer may elect to reimburse the Employee for the purchase price of the items.

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- 35.2 The Employer is responsible for the maintenance and laundering of uniforms, protective clothing and/or footwear.
- 35.3 The Employer may elect not to launder the items and provide a laundry allowance of \$1.50 per week.
- 35.4 Uniforms, protective clothing and/or footwear will be replaced by the Employer on a fair wear and tear basis.
- 35.5 Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

### **36 PROFESSIONAL DEVELOPMENT**

- 36.1 The Employer, at the discretion of the Principal, will meet any reasonable cost of training an Employee where that Employee is required to implement or participate in programs of the College which require special skill or qualifications necessary for safeguarding the physical well-being of students.
- 36.2 An Employee wishing to acquire a qualification for the purposes referred to in cl.36.1 must request permission from the Principal at least 28 days prior to enrolling, making payment for, or in any other way committing themselves to a course or any form of training or instruction.

### **37 PERFORMANCE AND CONDUCT MANAGEMENT**

#### **37.1 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.11-Minimum employment period of this Agreement;
- (b) for a casual Employee.

#### **37.2 Performance Management**

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

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

- (a) the Employer's concern(s) with the Employee's performance;
- (b) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (c) 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;
- (d) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).

37.2.3 Formal performance management meetings will

- (a) include discussion of the Employer's concern(s) with the Employee's performance;

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- (b) give the Employee an opportunity to respond to the Employer's concern(s);
- (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (d) include documentation, where appropriate;
- (e) set periods of review, as appropriate.

37.2.4 At the initial meeting, the Employer and the Employee will attempt to reach agreement on an appropriate timeline for the total process and the times and dates for the holding of review meetings.

37.2.5 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.

### **37.3 Conduct Management**

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

37.3.2 The Employer will advise the Employee in writing of:

- (a) the Employer's concern(s) with the Employee's conduct;
- (b) the time, date and place of the meeting to discuss the Employee's conduct;
- (c) 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;
- (d) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.

37.3.3 The formal conduct management meeting(s) will:

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

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

- (a) 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;
- (b) issuing the Employee with a warning or a final warning in writing;
- (c) terminating the employment of the Employee in accordance with the relevant notice provision;
- (d) other action, appropriate to the situation.

## **38 CONSULTATION**

38.1 The parties recognise the benefit of consultation in relation to the decisions that impact upon all Employees.

### **38.2 Consultation and the Staff Consultative Committee**

38.2.1 The Principal is solely responsible for work organisation decisions on workloads. The Staff Consultative Committee will meet at least once per term to liaise with Principal on workload issues, terms and conditions of employment and broader policy issues associated with staff welfare.

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- 38.2.2 The Staff Consultative Committee shall be formed from the members of staff of the School and will be comprised of the Principal (or his or her nominee), Business Manager, Human Resources Manager, a primary teacher, a secondary teacher and a general staff representative (total of 8 representatives forming the Staff Consultative Committee).
- 38.2.3 Advance notice and discussion is to occur before any action is taken on workloads, terms and conditions of employment and broader policy issues associated with staff welfare.
- 38.2.4 The Principal will seek advice from the Staff Consultative Committee on the following matters:
- (a) General proposals relating to co-curricular duties and allotments. This does not apply to the specific co-curricular duties of a staff member.
  - (b) The overall teaching duties of beginning teachers.
  - (c) Meeting requirements of teachers and other staff members.
  - (d) Term dates, professional development days and other pupil free days.
  - (e) Allocation of yard duty.
  - (f) Teacher Duty Allocations Guidelines.
  - (g) Class Size Guidelines.
- The Teacher Duty Allocations Guidelines and Class Size Guidelines are not incorporated into and does not form part of the Agreement.
- 38.2.5 The Staff Consultative Committee will meet on an annual basis to discuss and review the allocation of co-curricular duties.

### **39 UNION NOTICE BOARD**

The Employer shall permit the union to display notices dealing with legitimate union business on notice boards and, where requested, provide an appropriate notice board in a suitable location for this purpose.

### **40 SCHOOL TUITION FEE DISCOUNT**

- 40.1 The school tuition fee discount for an Employee whose load is 0.5 or more will be 20 per cent per child enrolled at the College.
- 40.2 The school tuition fee discount for an Employee whose load is less than 0.5 will be 10 per cent per child enrolled at the College.
- 40.3 An Employee is entitled to the sibling discount that all families at the College receive, under the same conditions applied to all families.
- 40.4 Should there be a change in Government policy that attracts Fringe Benefits Tax (FBT), the Employee will be liable for the FBT component applied to the discount.
- 40.5 Should there be more than one family member employed by the College, only one fee reduction will apply to each child enrolled at the College.

## **PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS**

### **41 CLASSIFICATIONS AND SALARIES - TEACHERS**

- 41.1 Schedule 1A sets out the classification structure and progression through the salary scale.
- 41.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 41.3 Schedule 1C sets out the position of responsibility structure.
- 41.4 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in cl.9.2.2. The pro rata annual salary is calculated using the following formula:

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

For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 17 hours and 30 minutes secondary and 20 hours and 40 minutes primary.

### **42 ANNUAL LEAVE, NON-ATTENDANCE TIME AND SCHOOL HOLIDAYS - TEACHERS**

- 42.1 This clause applies to a Teacher employed either full-time or part-time on a pro-rata basis. This clause does not apply to a Casual Teacher.
- 42.2 The College recognises that a Teacher has extended Non Attendance Time at the end of Terms 1, 2, 3 and 4 (i.e. Non Attendance Time falls during the school holidays). This has always been the accepted norm at the School and it is the intention of the parties to this Agreement to ensure that this practice is continued.
- 42.3 In relation to cl.42.2, it is also recognised and accepted by the parties to this Agreement that, as a consequence of the extended leave and the nature of the operations of the College, a Teacher's weekly working hours during term time will often exceed 38 hours. Thus, the parties agree that a Teacher's average working hours over 48 weeks in any given School Year will be in the order of 38.
- 42.4 Non-Attendance Time for teachers fall during those periods when the students are on holidays following the completion of either Terms 1, 2, 3 or 4. This means that a Teacher is not generally required to be in attendance when students are not at school. However, this provision is strictly subject to the needs of the College with regard to administration and organisational tasks normally undertaken at the end of term such as: report writing; staff conference days; collaborative professional learning; professional development; meeting days at the commencement of term; student free days.
- 42.5 In relation to cl.42.4, it is the intention of the parties to this Agreement not to vary current custom and practice.

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- 42.6 During Non-Attendance Time, a Teacher is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role.
- 42.7 A Teacher is entitled to Non-Attendance Time. Non Attendance Time is deemed to include four weeks' annual leave.
- 42.8 School holidays at the College will be not less than the school holiday periods mandated by the Victorian Government for Victorian Government schools. The College will announce the periods for school holidays no later than the end of Week 7 in Term 2 of the year prior.
- 42.9 The College may reduce a Teacher's entitlement to Non-Attendance Time where a Teacher has taken unpaid leave in excess of ten working days in any School Year pursuant to cl.18-Personal/carer's leave or cl.28-Leave without pay.
- 42.10 A Teacher's entitlement to Non-Attendance Time that has been reduced at the College's discretion under cl.42.9 will be calculated by dividing the Teacher's working weeks (less the period/s of leave without pay) by the number of term weeks in the School Year.
- 42.11 Where a Teacher's entitlement to paid Non-Attendance Time has been reduced pursuant to cl.42.9, the remaining available Non-Attendance Time will be unpaid leave (other than unpaid leave pursuant to cl.18 and 28).
- 42.12 Leave without pay will not be counted as service for any and all purposes of this agreement.
- 42.13 A Teacher who is employed for part of a School Year will be paid pro rata for Non-Attendance Time, calculated by dividing the Teacher's number of working weeks (excluding paid Non-Attendance Time and periods of unpaid leave) by the number of term weeks in the School Year at the rate of pay applicable at the time of the school holidays or at the time employment is terminated.
- 42.14 A part-time Teacher is paid during Non-Attendance Time on the same proportionate basis as the Teacher's annual salary is calculated.
- 42.15 Public holidays that occur during a period of Non Attendance Time for Teachers do not create an additional entitlement.

### **43 HOURS OF WORK - TEACHERS**

- 43.1. For the duration of this Agreement, the maximum face to face teaching time is 17 hours and 30 minutes per week, and face to face pastoral care time is 2 hours and 5 minutes per week for secondary school teachers.
- 43.2 For the duration of this Agreement, the maximum face to face teaching time is 20 hours and 40 minutes per week and face to face pastoral care time is 50 minutes per week for primary school teachers.

Note: Maximum face to face teaching time does not include extras.

- 43.3 The Principal reserves the right to vary these hours, but will consult with the Staff Consultative Committee should the need arise to vary these maximum figures.
- 43.4 Subject to school resources and the timetable, the Employer will provide a graduate Teacher in the first year of teaching with a reduction in duties approximately equivalent to two periods per cycle whilst maintaining the Teacher's substantive time fraction during the first 12 months of teaching. The reduction in duties may be provided over a week or averaged over a term or a School Year.

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- 43.5 Where a Teacher is required to act as a mentor for a graduate Teacher in the first year of teaching, the Employer will give regard to the total workload of the mentor Teacher.
- 43.6 The maximum number of extras is set at eight per term and 28 per year. A Teacher can be required to undertake up to two extras per fortnight.
- 43.7 A Part Time Teacher will undertake a pro rata number of other duties normally expected of a Full Time Teacher.

### **PART 4: CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS**

#### **44 CLASSIFICATIONS AND SALARIES – SCHOOL ASSISTANTS**

- 44.1 Schedule 2A sets out the classification structure for a School Assistant.
- 44.2 Schedule 2B sets out the salary scale for a School Assistant entitled to paid School Holidays.

#### **45 HOURS OF WORK – SCHOOL ASSISTANTS**

- 45.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.
- 45.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 45.3 The spread of ordinary hours will be 8.00 am to 6.00 pm Monday to Friday.
- 45.4 A School Assistant will not be required to work more than five hours without a break for a meal totally free from any duties, of not less than 30 minutes.

#### **46 ANNUAL LEAVE AND SCHOOL HOLIDAYS FOR SCHOOL ASSISTANTS**

- 46.1 A School Assistant paid in accordance with Schedule 2B of this Agreement will, other than in circumstances prescribed in cl.46.2, be entitled to school holidays without deduction of pay. School holidays are defined at cl.42.3.
- 46.2 Where a School Assistant takes leave without pay or unpaid carer's leave in excess of ten working days in any School Year, the School Assistant's entitlement to school holidays will, at the discretion of the Principal, be calculated by dividing the School Assistant's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave) by the number of term weeks in the School Year.
- 46.3 Where a School Assistant's entitlement to paid school holidays has been reduced pursuant to cl.46.2 the period which, but for that reduction, would have been paid school holidays will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the agreement.
- 46.4 A School Assistant who is employed for part only of a School Year will be paid a pro rata holiday entitlement by dividing the School Assistant's number of working weeks (excluding paid holiday periods) by the number of term weeks in the School Year at the rate of pay applicable at the time leave is taken or employment is terminated.
- 46.5 Public holidays that occur during a period of school holidays for School Assistants do not create an additional entitlement.

### **PART 5: CONDITIONS OF EMPLOYMENT FOR ADMINISTRATIVE**



## EMPLOYEES

### 47 CLASSIFICATIONS AND SALARIES – ADMINISTRATIVE EMPLOYEES

- 47.1 Schedule 3A sets out the classification structure for an Administrative Employee.
- 47.2 Schedule 3B sets out the salary scale for an Administrative Employee.

### 48 HOURS OF WORK – ADMINISTRATIVE EMPLOYEES

- 48.1 The ordinary hours of work for a Full Time Administrative Employee will be 38 hours per week.
- 48.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 48.3 An Administrative Employee's ordinary hours of work will be between 8.00 a.m. and 6.00 p.m. from Monday to Friday.
- 48.4 The Employer and an Administrative Employee may agree at any time upon the arrangement for the Administrative Employee's ordinary hours of work as follows:
- (a) daily starting and finishing times;
  - (b) the time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
  - (c) attendance at School meetings.
- 48.5 An Administrative Employee will not be required to work more than five hours without a break for a meal totally free from any duties, of not less than 30 minutes.

### 49 ANNUAL AND SPECIAL LEAVE – ADMINISTRATIVE EMPLOYEES

- 49.1 An Administrative Employee is entitled to:
- (a) four weeks' annual leave exclusive of public holidays, and
  - (b) two weeks' special leave to be taken during the non-term weeks of the School Year, unless otherwise agreed by the Principal
- for every 12 months of continuous service on a pro rata and cumulative basis.
- 49.2 Where an Administrative Employee takes leave without pay or unpaid personal leave in excess of ten working days in any year, the Administrative Employee's entitlement to annual leave is calculated on the basis of one twelfth of that Administrative Employee's number of working weeks (excluding paid holiday periods already received and periods of leave without pay and periods of unpaid personal leave).
- 49.3 Where an Administrative Employee's entitlement to paid annual leave has been reduced pursuant to this clause, the period which, but for that reduction, would have been paid annual leave will be unpaid leave, and will be counted as service for all purposes of the Agreement.
- 49.4 An Administrative Employee who is employed for part only of a School Year is paid a pro rata leave entitlement calculated on the basis of one twelfth of the Administrative Employee's number of working weeks (excluding paid holiday periods and any periods of unpaid leave) and at the rate of pay applicable at the time leave is taken or employment is terminated.
- 49.5 Where an Administrative Employee has been employed for part only of a School Year, and the Administrative Employee has not accumulated sufficient service to be paid for a close-down period, the Administrative Employee will be entitled to unpaid leave and will be counted as service for all purposes of the Agreement.

## **PART 6: CONDITIONS OF EMPLOYMENT FOR GROUNDS AND MAINTENANCE EMPLOYEES**

### **50 CLASSIFICATIONS AND SALARIES – GROUNDS AND MAINTENANCE EMPLOYEES**

50.1 The classification structure and salary scale for Grounds and Maintenance Employees are set out in Schedules 4A and 4B.

50.2 Upon commencement of employment, each Employee will be provided with notice in writing of their level on the classification structure, the applicable salary and any allowances to which they may be entitled.

### **51 HOURS OF WORK – GROUNDS AND MAINTENANCE EMPLOYEES**

51.1 The ordinary hours of work for a Full Time Grounds and Maintenance Employee will be 38 hours per week.

51.2 The full-time ordinary hours of work may be averaged over a four-week period.

51.3 The ordinary hours of work will be worked between 7.00am to 6.00pm, Monday-Friday inclusive.

51.4 A Part Time Employee is one whose ordinary hours of work are less than 38 hours per week, not being a Casual Employee.

51.5 The Employer shall advise the Employee on commencement of the ordinary starting and finishing times of work and the ordinary time of meal breaks. Such times may be changed by mutual agreement between the Employer and the Employee. Such agreement shall not be unreasonably withheld.

### **52 BREAKS BETWEEN PERIODS OF DUTY – GROUNDS AND MAINTENANCE EMPLOYEES**

52.1 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.

52.2 Where the 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.

### **53 MEAL AND REST BREAKS – GROUNDS AND MAINTENANCE EMPLOYEES**

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

53.2 An Employee will take an unpaid meal break of not less than 30 minutes during the day. The break shall be taken wholly within 5 hours from the time at which the Employee commenced work.

### **54 ANNUAL AND SPECIAL LEAVE – GROUNDS AND MAINTENANCE EMPLOYEES**

54.1 A Grounds and Maintenance Employee is entitled to:  
(a) four weeks' annual leave, exclusive of public holidays, and

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(b) two weeks' paid special leave to be taken during the non-term weeks of the School Year, unless otherwise agreed by the Principal for every 12 months of continuous service on a pro rata and cumulative basis.

54.2 Where a Grounds and Maintenance Employee has been employed for part only of a School Year, and the Employee has not accumulated sufficient service to be paid for a Close Down Period, the Employee will be entitled to unpaid leave and will be counted as service for all purposes of the Agreement.

### **55 ALLOWANCES – GROUNDS AND MAINTENANCE EMPLOYEES**

#### **55.1 Meal allowance**

Where the Employer requires an Employee 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, except where the Employee could reasonably return home for a meal. If it is not possible to provide a meal, then the Employer will pay a meal allowance of \$19.00 to the Employee. This amount shall be indexed as set out below.

#### **55.2 On-Call allowance**

An on-call allowance will be paid to an Employee who is required by the 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.

#### **55.3 Recall allowance**

An Employee recalled to duty at the workplace will be paid a minimum of four hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty. An Employee will be paid for time spent in travelling to and from the workplace to perform the recall work.

#### **55.4 Vehicle allowance**

55.4.1 An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid an allowance in accordance with cl.13.5-Travel allowance of this Agreement.

55.4.2 Where the 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.

### **56 APPRENTICES – GROUNDS AND MAINTENANCE**

56.1 An apprentice means any person employed and registered in the form prescribed by the relevant State Apprenticeship Authority.

56.2 An apprentice is an employee who is engaged under a Training Agreement registered by the relevant State or Territory Training or apprenticeship Authority, where the qualification outcome specified in the Training agreement is a relevant qualification from a Training Package endorsed by the National Training Framework Committee.

56.3 An apprentice will also include an employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training or Apprenticeship Authority.

56.4 Subject to appropriate State legislation, an employer must not employ an unapprenticed junior.

## **Newhaven College Enterprise Agreement 2023 - 2026**

- 56.5 In order to be engaged as an apprentice, the employee must undertake trade training in accordance with, and be a party to a contract of apprenticeship training or training agreement in accordance with the requirements of the relevant Apprenticeship authority or State legislation. The employer must provide access to training consistent with the contract or training agreement without loss of pay.
- 56.6 An apprentice who attends a technical school and presents reports of satisfactory attendance and conduct must be reimbursed by their employer for all fees paid by the apprentice in respect of any course prescribed, at the end of each term.
- 56.7 Any probationary period of an apprentice must be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the Apprenticeship Authority or State legislation but must not exceed three months.
- 56.8 An apprentice who is under 21 years of age on completion of their apprenticeship and who is employed in the occupation to which they were apprenticed will be paid not less than the adult rate prescribed for that classification.
- 56.9 Except as provided in this clause or where otherwise stated all conditions of employment specified in this agreement will apply to apprentices. Rates of Pay for apprentices are set out at Schedule 4B.
- 56.10 No apprentice under the age of 18 years will be required to work overtime unless they request to work overtime. An apprentice must not work or be required to work overtime at times which would prevent their attendance at technical school as required by this agreement or by state legislation.
- 56.11 No apprentice under the age of 18 years will be employed on any shift other than day shift. An apprentice over the age of 18 years, by mutual agreement may be required to work on an afternoon shift provided such shiftwork does not prevent their attendance at technical school as required by this agreement or by state legislation.
- 56.12 An apprentice must not work under any system of payment by results.
- 56.13 An employer must allow an apprentice to take time off during working hours to attend available classes. In order to be entitled to the time off the apprentice must produce a card showing the employee's attendance at school for the period.
- 56.14 The provisions of this schedule will be read in conjunction with any state legislation or regulation relating to apprentices.
- 56.15 Provisions of any State legislation or regulation relating to the attendance of apprentices at technical school during ordinary working hours or to disciplinary powers of Apprenticeship Authorities over apprentices and employers are deemed not to be inconsistent with this agreement.
- 56.16 Apprentices are entitled to the NES, as supplemented by this agreement, except with respect to Notice of termination and Redundancy pay.
- 56.17 The ordinary hours of work of apprentices must not exceed those of the Maintenance employees employed under this agreement.
- 56.18 The number of apprentices that may be employed by an employer at any time in the said trade or trades must not exceed the proportion of one apprentice for each individual tradesperson employed by the employer in such trade.

### **57 SCHOOL-BASED APPRENTICES – GROUNDS AND MAINTENANCE**

- 57.1 A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this agreement while also undertaking a course of secondary education.

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- 57.2 A school-based apprenticeship may be undertaken under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- 57.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 57.4 Where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- 57.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 57.6 Off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 57.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- 57.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- 57.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- 57.10 If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- 57.11 School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

## **PART 7: NURSES**

### **58 CLASSIFICATIONS AND SALARIES – NURSES**

- 58.1 The classification structure and salary scale for Nurses is set out in Schedules 5A and 5B.
- 58.2 Upon commencement of employment, each Employee will be provided with notice in writing of the Employee's level on the classification structure, the applicable salary and any allowances to which they may be entitled.

### **59 HOURS OF WORK - NURSES**

- 59.1 The ordinary hours of work for a Full time Nurse will be 38 hours per week.
- 59.2 The full-time ordinary hours of work may be averaged over a fortnight or a four-week period
- 59.3 The ordinary hours of work will be worked between 6.30am to 6.30pm from Monday

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to Friday.

- 59.4 A Part Time Employee is one whose ordinary hours of work are less than 38 hours per week, not being a Casual Employee.
- 59.5 At the time of engagement, the Employer will advise the Employee whether the Employee is employed on a full-time, part-time or casual basis, the Employee's classification, the number of hours worked each day, the days of the week that the Employee will work, the number of weeks of the School Year the Employee will work and the starting and finishing times each day.

### **60 ANNUAL LEAVE AND SPECIAL LEAVE - NURSES**

- 60.1 A Nurse is entitled to:
- (a) four weeks' annual leave exclusive of public holidays, and
  - (b) two weeks' special leave to be taken during the non-term weeks of the School Year, unless otherwise agreed by the Principal for every 12 months of continuous service on a pro rata and cumulative basis.
- 60.2 Where a Nurse takes leave without pay or unpaid personal leave in excess of ten working days in any year, the Nurse's entitlement to annual leave is calculated on the basis of one twelfth of that Nurse's number of working weeks (excluding paid holiday periods already received and periods of leave without pay and periods of unpaid personal leave).
- 60.3 Where a Nurse's entitlement to paid annual leave has been reduced pursuant to this clause, the period which, but for that reduction, would have been paid annual leave will be unpaid leave, and will be counted as service for all purposes of the Agreement.
- 60.4 A Nurse who is employed for part only of a School Year is paid a pro rata leave entitlement calculated on the basis of one twelfth of the Nurse's number of working weeks (excluding paid holiday periods and any periods of unpaid leave) and at the rate of pay applicable at the time leave is taken or employment is terminated.
- 60.5 Where a Nurse has been employed for part only of a School Year, and the Nurse has not accumulated sufficient service to be paid for a close-down period, the Nurse will be entitled to unpaid leave and will be counted as service for all purposes of the Agreement.

**PART 8: HEALTH & WELLBEING EMPLOYEES**

**61 CLASSIFICATIONS AND SALARIES – HEALTH & WELLBEING EMPLOYEES**

- 61.1 Schedule 6A sets out the classification structure for a Health & Wellbeing Employee.
- 61.2 Schedule 6B sets out the salary scale for a Health & Wellbeing Employee entitled to paid School Holidays.

**62 HOURS OF WORK – HEALTH & WELLBEING EMPLOYEES**

- 62.1 The ordinary hours of work for a Full Time Health & Wellbeing Employee will be 38 hours per week.
- 62.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 62.3 The spread of ordinary hours will be 8.00 am to 6.00 pm Monday to Friday.
- 62.4 A Health & Wellbeing Employee will not be required to work more than five hours without a break for a meal, of not less than 30 minutes.

**63 ANNUAL LEAVE AND SCHOOL HOLIDAYS FOR HEALTH & WELLBEING EMPLOYEES**

- 63.1 A Health & Wellbeing Employee paid in accordance with Schedule 6B of this Agreement will, other than in circumstances prescribed in cl.63.2, be entitled to school holidays without deduction of pay. School holidays are defined at cl.63.3.
- 63.2 Where a Health & Wellbeing Employee takes leave without pay or unpaid carer's leave in excess of ten working days in any School Year, the Health & Wellbeing Employee's entitlement to school holidays will, at the discretion of the Principal, be calculated by dividing the Health & Wellbeing Employee's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave) by the number of term weeks in the School Year.
- 63.3 Where a Health & Wellbeing Employee's entitlement to paid school holidays has been reduced pursuant to cl.63.2 the period which, but for that reduction, would have been paid school holidays will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the agreement.
- 63.4 A Health & Wellbeing Employee who is employed for part only of a School Year will be paid a pro rata holiday entitlement by dividing the Health & Wellbeing Employee's number of working weeks (excluding paid holiday periods) by the number of term weeks in the School Year at the rate of pay applicable at the time leave is taken or employment is terminated.
- 63.5 Public holidays that occur during a period of school holidays for Health & Wellbeing Employees do not create an additional entitlement.

**PART 9: INSTRUCTIONAL MUSIC TUTORS**

This Part sets out the conditions which apply to a Music Tutor. Where there is an inconsistency between relevant sections of the Agreement and Part 9, Part 9 shall apply.

**64 TYPES OF EMPLOYMENT**

64.1 Music Tutors will be employed in one of the following categories:  
(i) full-time employment;  
(ii) part-time employment;  
(iii) fixed term employment; or  
(iv) casual employment.

**64.2 Full-time employment**

64.2.1 A Full Time Music Tutor's hours of work will be 38 hours per week averaged across Term Weeks in each Semester.

64.2.2 The face to face teaching hours of a Full-Time Music Tutor will be 27 hours per week.

**64.3 Part-time employment**

64.3.1 The Employer may employ a Music Tutor on a Part-Time basis in accordance with this Agreement.

64.3.2 A part-time Music Tutor's teaching hours and associated professional duties will generally be proportionate to the teaching load and other duties of a full-time Music Tutor as outlined in cl.61.6.1 in respect of full-time Music Tutors.

64.3.3 A Part-time Music Tutor is entitled to receive all entitlements under this Agreement on a pro rata basis.

64.3.4 The Employer will set out in writing a Part-Time Music Tutor's time fraction upon engagement of the Music Tutor or at any other time when a variation occurs.

64.3.5 A variation of part-time hours may occur due to changing operational needs up to 30%. The Employer may reduce or increase a Part-Time Music Tutor's hours by up to 30% or less. Discussion will be held in regard to any variation of part-time hours sought by the Employer. If there is no agreement for a reduced time fraction, then 4 weeks' notice in writing will be provided and salary maintained for those 4 weeks.

64.3.6 If the variation to a part-time Music Tutor's time fraction due to changing operational needs is more than 30% in any school year, clause 33 (Redundancy) will apply and the Music Tutor's position will be made redundant and they will receive the entitlements in accordance with clause 33 (Redundancy). However, if the Music Tutor accepts the variation of more than 30% to their time fraction, then 4 weeks' notice in writing will be provided and where there is a reduction, salary will be maintained at the higher fraction for those 4 weeks.

64.3.7 Where a part-time Music Tutor works reasonable additional hours in addition to the time fraction referred to in clause 64.3.3, the Music Tutor will be paid for those hours at the applicable ordinary hourly rate plus a casual loading of 25%.

a) Reasonable additional hours will fall within the applicable daily spread of hours, do not result in the Music Tutor working more than 8 hours on that day and do not result in the Music Tutor working more



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than the allowed maximum weekly ordinary hours during the applicable averaging period.

- b) The reasonable additional hours are to be worked on a day the employee is already attending for work, where those hours are worked on a day the Music Tutor does not attend for work, the minimum casual engagement of 2 hours will apply.
- c) Additional hours worked by a part-time Music Tutor in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.
- d) Where the additional hours are outside the applicable daily spread of hours and result in the Music Tutor working more than 8 hours on that day, or result in the Music Tutor working more than the allowed maximum weekly ordinary hours during the applicable averaging period, the Music Tutor will be paid for those additional hours at the applicable overtime rate.

### **64.4 Casual employment**

64.4.1 The Employer may employ a Music Tutor to work on a casual basis in accordance with this Agreement.

64.4.2 The rate of pay for a casual Music Tutor is the same rates as the Victorian Music Teachers Association (VMTA) recommended rates, which as at the time of this Agreement is \$83 for Individual Lesson and Group Lesson, and if there are increases to these rates by the VMTA, the increased rates will apply and be paid by the employer.

64.4.3 A casual Music Tutor is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- school holidays
- leave loading
- paid personal/carer's leave
- paid compassionate leave
- paid parental leave
- public holidays (but is entitled to penalties for work performed on a public holiday)
- school tuition fee discount

### **64.5 Fixed term employment**

64.5.1 The Employer may employ a Music Tutor on a Fixed Term basis in accordance with cl.9.3 of this Agreement.

64.5.2 A Fixed-Term Music Tutor is not entitled to any of the following benefits under this Agreement:

- redundancy
- infectious diseases leave
- paid parental leave
- school tuition fee discount
- notice of termination of employment where the date of cessation of employment is the date specified as the cessation of employment date in the letter of appointment.

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### **65 HOURS OF WORK**

65.1 A Full Time Music Tutor's hours of work will be 38 hours per week averaged across Term Weeks in each Semester, which are comprised of 27 face to face teaching hours and other associated professional activities.

65.2 The face to face teaching hours of work for a Music Tutor are comprised of:

- a) Regular and scheduled individual and group tutoring sessions;
- b) Individual or small group tutoring within the supervised classroom curriculum program; excluding staff members employed as Teachers for who this will be counted in their teaching load; and
- c) Ensemble Practices

65.3 In addition to face to face teaching duties, a Music Tutor will have other duties, including but not limited to:

- a) Lesson preparation and record keeping
- b) Attendance at School events, co-curricular activities
- c) Music camps
- d) Report writing if applicable
- e) Music rehearsals
- f) Music concerts/recitals
- g) Staff Meetings
- h) Presentation nights
- i) Professional learning (including music staff conference days)
- j) Any other duties as determined by the Employer as necessary for the Music Tutor to perform the role.

65.4 Unless otherwise agreed between a Music Tutor and the School, the spread of hours for Music Tutors will be on any day from Monday to Saturday between 7.30am and 7.30pm.

### **66 LEAVE WITHOUT PAY DURING NON-TERM WEEKS**

66.1 A Music Tutor is required to take 7 weeks as leave without pay. Such periods of leave will count as service for the purpose of accruing leave entitlements and will not break continuity of service. The annual salary for a Music Tutor under Schedule 6B has been adjusted to take into account the period of leave without pay taken during non-term weeks.

### **67 ANNUAL LEAVE**

67.1 Annual leave is in accordance with Division 6 of the NES as amended from time to time, except where ancillary terms are provided for in this Agreement.

67.2 A Music Tutor is entitled to six weeks' annual leave for every 12 months of continuous service (including the leave without pay during non-term weeks) on a pro rata and cumulative basis.

67.3 A Music Tutor will ordinarily take their annual leave during Non-Term weeks, unless otherwise agreed at the discretion of the Principal and in consultation with the line manager.

67.4 The annual salary for a Music Tutor in Part 9 does not include annual leave loading.

### **68 OVERTIME**

68.1 Subject to cl.64.3.7(d), any hours worked by a Music Tutor do not attract penalty rates or overtime loadings under this Agreement.

Newhaven College Enterprise Agreement 2023 - 2026

EXECUTED as an agreement on 1/11 of 2023

EMPLOYER REPRESENTATIVE

Signed: Tga

Date: 1/11/2023

Name in full (printed): ANTHONY RONALD CORR

Position title: PRINCIPAL

Authority to sign explained: EMPLOYER / PRINCIPAL

Address: 49 BRIDGEVIEW DVE, CAPE WOOLAMAI 3925

Witnessed by: [Signature]

Witness name in full: LEISA LOMAX

Witness address: 12 FLORIDA AVENUE, INVERLOCH, VIC 3996

EMPLOYEE REPRESENTATIVE

Signed: [Signature]

Date: 1/11/23

Name in full (printed): ELAINE JENNIFER EPIFANO

Position title: EMPLOYEE / TEACHER

Authority to sign explained: EMPLOYEE BARGAINING REPRESENTATIVE

Address: 6 TERRY CRES. WIMBLEDON HEIGHTS

Witnessed by: [Signature]

Witness name in full: LEISA LOMAX

Witness address: 12 FLORIDA AVENUE, INVERLOCH, VIC 3996

## **SCHEDULE 1A: CLASSIFICATION STRUCTURE (TEACHERS)**

### **1 A.1 Teachers with full and provisional registration**

A Teacher holding full or provisional registration, who has a four year approved training course beyond secondary school including Teacher training, will commence at Level 1 and progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

### **1A.2 Permission to Teach Teachers**

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

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

### **1A.3 Recognition of a Masters (or Higher) Degree**

1A.3.1 From the date of commencement of this Agreement, a Teacher is entitled to be classified at one level higher on the classification and salary structure in Schedule 1B to the Agreement where the Teacher holds the qualification of a Masters degree or a higher degree. The qualification must be in Education or a discipline taught by the Teacher, unless otherwise agreed by the Principal.

1A.3.2 The qualification must be attained according to standards adopted and approved by Australian tertiary institutions and must be equivalent to at least one year of full time study.

1A.3.3 The Teacher is required to notify the Employer in writing of the acquisition of the qualification together with the production of satisfactory evidence to this effect. Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.

**SCHEDULE 1B: SALARIES (TEACHERS)**

**1B.1 Annual salary**

The annual salary for a full-time Teacher will be not less than that prescribed by the following table:

<b>Level</b>	<b>1 July 2023 2.5%</b>	<b>1 July 2024 2%</b>	<b>1 July 2025 2%</b>	<b>1 July 2026 2%</b>
1	79,635	81,228	82,853	84,510
2	81,676	83,310	84,976	86,675
3	86,468	88,197	89,961	91,761
4	90,079	91,881	93,718	95,593
5	93,188	95,052	96,953	98,892
6	97,197	99,141	101,123	103,146
7	100,430	102,438	104,487	106,577
8	104,040	106,120	108,243	110,408
9	104,749	106,844	108,981	111,160
10	107,832	109,989	112,188	114,432
11	117,200	119,544	121,934	124,373

Note: Salary increases will be paid from the first full pay period commencing on or after the specified date.

**1B.2 Weekly rate of pay**

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

**1B.3 Annual leave loading**

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

**1B.4 Casual rate of pay**

The casual rate of pay

is paid for a day or a half-day.

	<b>2023 – From commencement of agreement</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Full Day</b>	402.59	410.64	418.85	427.23
<b>Half Day</b>	201.30	205.33	209.43	213.62

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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 application 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.

Note: Salary increases will be paid from the first full pay period commencing on or after the specified date.

**SCHEDULE 1C: POSITIONS OF RESPONSIBILITY STRUCTURE  
(TEACHERS)**

**1C.1 Eligibility**

1C.1.1 The determination of Positions of Responsibility is and shall remain the responsibility of the Principal. However, wherever possible the Principal may bring matters relating to Positions of Responsibility to the attention of the Staff Consultative Committee and may consider any ideas of the Staff Consultative Committee in his/her deliberations, keeping in mind the need of the Principal to maintain flexibility.

**1C.2 Notification**

1C.2.1 A staff member appointed to a Position of Responsibility within the College will receive a letter of appointment prior to taking up the position which provides information relating to:

- a) the period of the appointment;
- b) the date on which the appointment commences and where relevant, the date of cessation;
- c) details of any monetary or time allowance which apply.

1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with Sch.1C.3.

1C.2.3 Vacated Positions of Responsibility will be advertised internally. When a position of responsibility is to be advertised externally, simultaneous internal and external advertising is to occur.

**1C.3 Structure of responsibility rates of pay**

Role descriptions, monetary and time allowances will be provided online.

## **SCHEDULE 2A: CLASSIFICATION STRUCTURE (SCHOOL ASSISTANTS)**

### **2A.1 Classifying School Assistants**

- 2A.1.1 Positions for ancillary staff employed in libraries, laboratories and on audiovisual duties, and as Teacher Aides will be classified in accordance with the following criteria.
- 2A.1.2 With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.
- 2A.1.3 Upon engagement, the Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

### **2A.2 Grade 1**

#### **2A.2.1 Positions**

Positions for which qualifications are not required:

- teacher aide
- library assistant
- laboratory assistant
- audio visual assistant

#### **2A.2.2 Characteristics**

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of routine functions under reasonably direct oversight but may, after gaining experience, exercise some degree of autonomy and exercise discretion.

#### **2A.2.3 Typical duties**

The duties of positions at this level may include some or all of the following:

#### **2A.2.4 (a) Library assistant:**

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- computer applications, including word processing
- photocopying

#### **2A.2.5 (b) Audio-visual assistant**

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio, video and digital recording.

#### **2A.2.6 (c) Laboratory assistant**

Routine tasks including:



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- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at Years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

### 2A.2.7 (d) Teacher aide

Provision of general assistance of a supportive nature for teaching staff as directed including:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on School excursions, sports days, and other out of classroom activities.

### 2A.3 Grade 1A

#### 2A.3.1 Characteristics

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study.

#### 2A.3.2 Positions

- library technician-in-training
- laboratory technician-in-training
- audio-visual technician-in-training

### 2A.4 Grade 2

Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification, but could also be gained from on the job relevant experience considered equivalent by the Employer.

#### 2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual technician

#### 2A.4.2 Characteristics

It is characteristic of this classification that the School Assistant may be required to perform any combination of a wide range of functions under direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and exercise discretion.

#### 2A.4.3 Typical duties

In addition to some or all Grade 1 or Grade 1A duties, the duties of positions at this level may include some or all of the following:

#### 2A.4.4 (a) Library technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

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- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- searching and identifying fairly complex bibliographic material
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

### 2A.4.5 (b) Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

### 2A.4.6 (c) Laboratory technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing 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 Director of Curriculum for the security of bacterial, viral or other like substances
- ordering supplies and materials

### 2A.5 Grade 3

Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2 level, additional experience or knowledge such as would normally be gained from the completion of an additional year of post-secondary qualification but could also be gained from on the job relevant experience considered equivalent by the Employer.

#### 2A.5.1 Positions

- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual co-ordinator

#### 2A.5.2 Characteristics

It is an essential characteristic of a School Assistant at this classification level that such School Assistant is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of a School Assistant classified as a School Assistant Grade 1 or 2.

**2A.5.3 Typical duties**

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

**2A.5.4 (a) Senior library technician/librarian**

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- being in charge of an identifiable functional unit (eg. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials

**2A.5.5 (b) Senior A/V technician/laboratory manager**

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, e.g., multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

**2A.5.6 (c) Senior laboratory technician/laboratory manager**

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

**2A.6 Grade 4**

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time Employees or at least three Employees if any of the Employees are part-time.

**SCHEDULE 2B: SALARIES (SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS)**

**2B.1 Annual Salary**

2B.1.1 A Full time School Assistant in receipt of school holidays (which includes annual leave) will be paid not less than the relevant salary specified for the School Assistant's classification and experience level:

Grade Year of experience	1 July 2023 2.5%	1 July 2024 2%	1 July 2025 2%	1 July 2026 2%
<b>Grade 1</b>				
Year 1	49,469	50,458	51,467	52,496
Year 2	50,535	51,545	52,576	53,628
Year 3	51,622	52,655	53,708	54,782
Year 4	52,646	53,699	54,773	55,868
Year 5#	53,743	54,818	55,914	57,032
<b>Grade 1A</b>				
Year 1	55,113	56,215	57,340	58,487
Year 2	56,069	57,190	58,334	59,500
<b>Grade 2</b>				
Year 1	56,069	57,190	58,334	59,500
Year 2	57,135	58,277	59,443	60,632
Year 3	58,205	59,369	60,556	61,767
Year 4	59,085	60,267	61,472	62,702
Year 5	60,154	61,357	62,584	63,836
Year 6#	61,223	62,448	63,697	64,971
<b>Grade 3</b>				
Year 1	61,223	62,448	63,697	64,971
Year 2	62,506	63,756	65,031	66,331
Year 3	63,797	65,073	66,374	67,702
Year 4	65,091	66,392	67,720	69,075
Year 5	66,373	67,700	69,054	70,435
Year 6#	67,656	69,009	70,389	71,797
<b>Grade 4</b>				
Year 1	65,091	66,392	67,720	69,075
Year 2	66,373	67,700	69,054	70,435
Year 3	67,656	69,009	70,389	71,797
Year 4	68,951	70,330	71,736	73,171
Year 5	70,236	71,641	73,074	74,535
Year 6#	71,519	72,950	74,409	75,897

Note: # means 'and thereafter'

Note: Salary increases will be paid from the first full pay period commencing on or after the specified date.

2B.1.2 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

**2B.2 Weekly rate of pay**

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

**2B.3 Annual leave loading**

The annual salary in Sch.2B.1 does not include annual leave loading.

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**2B.4 Part-time rate of pay**

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

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

**2B.5 Incremental advancement**

2B.5.1 Advancement to the next increment within the appropriate Grade will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year.

2B.5.2 Service for the purposes of this clause will include all service in any other school at the grade to which the School Assistant is appointed.

**2B.6 Casual rate of pay**

2B.6.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2C for the appropriate grade}}{38} \times 1.25$$

2B.6.2 The 25% loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave), paid compassionate leave or parental leave.

## **SCHEDULE 3A: CLASSIFICATION STRUCTURE (ADMINISTRATIVE EMPLOYEES)**

### **3A.1 Classifying positions**

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

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

### **3A.2 Level 1**

#### **3A.2.1 General work description**

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

#### **3A.2.2 Qualifications**

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

#### **3A.2.3 Supervision**

- (a) The Administrative Employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work performed is regularly checked.
- (c) With experience, the Administrative Employee is required to perform a wider range of functions under direct supervision. The Administrative Employee receives specific direction on what is required and how the duties are to be performed, which leads to routine direction, as knowledge is gained of the required tasks and procedures. The Administrative Employee is subject to regular monitoring and progress checks. The Administrative Employee, after gaining experience, may exercise some degree of autonomy and discretion.
- (c) The Administrative Employee is not required to supervise other employees.

#### **3A.2.4 Work Requirements**

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

- undertaking routine reception duties, including screening visitors, arranging interviews or meetings, making appointments, maintaining diary records and communicating information in accordance with policies and procedures;
- undertaking basic Administrative and keyboard duties;
- providing general administrative support, including the preparation of documents, obtaining data from given sources and receiving/recording enrolment data;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing standard reports from databases;
- maintaining basic written records, including filing;

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- counting, receipting and recording monies and preparing banking documentation.

### 3A.3 Level 2

#### 3A.3.1 General work description

The Administrative Employee may be required to perform a wide range of functions under routine direction, which will lessen overtime. The Administrative Employee, after gaining experience, will exercise some degree of autonomy and discretion.

#### 3A.3.2 Qualifications

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

#### 3A.3.3 Supervision

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

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

#### 3A.3.4 Work requirements

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

- the work requirements of Level 1, which are performed with a higher level of autonomy and responsibility and a lower level of supervision;
- providing general administrative support, including the preparation of non-standard documents, obtaining data from a range of sources and processing student admissions, registrations, enrolments and transfers;
- maintaining, entering and retrieving data, including financial data, from the computer system and preparing a range of reports, including non-standard reports, from databases;
- providing data and document production services;
- liaising with and providing general information about the School's operations to parents, students and employees, in accordance with policies and procedures.

### 3A.4 Level 3

#### 3A.4.1 General work description

The Administrative Employee is required to exercise significant initiative and discretion and is required to demonstrate expertise. The Administrative Employee is required to accept personal responsibility significantly beyond that of a Level 2 Administrative Employee.

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### 3A.4.2 **Qualifications**

The Administrative Employee, in addition to the knowledge and skills required at Level 2, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three-year post-secondary qualification or from on-the-job experience considered relevant by the Employer.

### 3A.4.3 **Supervision**

The Administrative Employee receives general direction, usually covering only the broader technical aspects of the work and works with little direct supervision. The Administrative Employee may be subject to progress checks to ensure that satisfactory progress is being made. The Administrative Employee may be responsible to a supervisor and may be required to supervise Level 1 and 2 Administrative Employees (or equivalent).

### 3A.4.4 **Work requirements**

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

- providing Administrative, keyboard and office management support, as required by the Principal or Principal's delegate/s;
- in consultation with the Principal or the Principal's delegate/s, managing work priorities, taking into account the overall workload of the functional area;
- maintaining and updating office systems and administrative records;
- maintaining the School's financial records and providing routine financial reports;
- assisting in the preparation of the School budget through the collection and ordering of relevant financial data;
- ensuring receipts and payments are properly recorded and reconciled against bank statements and administering School banking;
- conducting control checks on accounts processed and ensuring that required accountability standards are met.

## 3A.5 **Level 4**

### 3A.5.1 **General work description**

The Administrative Employee, in addition to the knowledge and skills required at Level 3, would be required to directly supervise other employees in a large reasonably autonomous unit within, or across, the workplace. The Administrative Employee, under general direction, assists with the coordination of School services, such as financial services. Alternatively, the Administrative Employee may be in a support role to a senior administrator, and would generally be required to manage a specific support function or assist the senior administrator in the management of support functions. The Administrative Employee may be required to supervise staff delivering a single support function.

### 3A.5.2 **Qualifications**

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

### 3A.5.3 **Supervision**

- 3A.5.3 (a) The Administrative Employee receives limited direction, such as instruction in the form of the required objectives, and has work measured in terms of the achievement of stated objectives. The Administrative Employee is competent and experienced in a technical sense and requires little guidance during the performance of work. The Administrative Employee is required to use initiative, exercise discretion and



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perform work to a high level.

3A.5.3 (b) The Administrative Employee would normally be responsible to the Principal or Principal's delegate and would be required to supervise Level 1 to 3 employees (or equivalent). The employee is responsible for the allocation of work, coordinating workflow, checking the progress of work, the quality of work and problem-solving.

### 3A.5.4 **Work requirements**

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

- coordinating the delivery of administrative services within the School;
- in consultation with the Principal or the Principal's delegate/s, determining and managing work priorities of the School office;
- developing and implementing strategies to ensure effective administration procedures;
- managing the School's records system, including computerised student, employee and School records;
- managing the School's financial records and preparing financial reports;
- preparing financial documentation and data for budget preparation;
- reconciling School expenditure against budget, including advising employees with budget responsibilities on expenditure against budget;
- managing School payroll, together with maintaining employee records;
- researching, preparing and presenting reports and data.

### 3A.6 **Level 5**

#### 3A.6.1 **General work description**

3A.6.1 (a) The Administrative Employee, under general direction, has responsibility for the supervision and coordination of finance and other administration services within the School, or manages a specific function, with the appropriate level of responsibility and accountability.

3A.6.1 (b) In general, tasks are well-defined and supported by policies and systems, with scope to identify a problem, recommend or instigate changes to work practices, determine the strategic option or solution to a problem and provide significant input into developing and changing School policy.

3A.6.1 (c) The Administrative Employee is responsible for:

- day-to-day management and supervision of staff within the work area;
- providing key support and timely advice to the Principal or Principal's delegate/s;
- effective liaison on behalf of the School, including with the School community, government departments/agencies and service providers;
- developing procedures/guidelines relating to School operations;
- establishing work practices for support staff;
- providing advice and counselling to subordinate staff on matters such as professional development, work performance and related matters;
- meeting specific operational objectives;
- providing authoritative policy advice on the School's operations.

#### 3A.6.2 **Qualifications**

The Administrative Employee requires knowledge of the operations of the work area and the operative procedures and guidelines. The Administrative Employee has the skills required to do the job either as a result of qualifications or experience or both.

**3A.6.3 Supervision**

Work is performed with clearly established objectives, strategies and guidelines with some scope to determine operational strategies subject to monitoring and intervention by the Principal or the Principal's delegate.

**3A.6.4 Work requirements**

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

- in consultation with the Principal or Principal's delegate, determining and managing the work priorities of administrative support employees;
- providing a range of administrative support services, as determined by the Principal or the Principal's delegate/s;
- managing the School's administrative support systems, including computer systems and student, employee and School records;
- managing and directing the preparation of budgets and financial statements and contributing to the School's financial decision-making processes;
- coordinating the accounting processes of the School and ensuring that all funds, including investments, are effectively accounted for according to School policy and directives;
- managing School fundraising activities.

**3A.7 Level 6**

**3A.7.1 General work description**

The Administrative Employee coordinates support services within, or across, a School. The Administrative Employee is required to develop and coordinate strategies across a range of functional areas that impact upon the administration of the School and the achievement of the School's objectives.

3A.7.1 (a) The Administrative Employee is responsible for:

- managing and supervising administrative support staff within the School;
- providing key support and timely advice to the Principal;
- effective liaison on behalf of the Principal, including with the School community, government departments/ agencies and service providers;
- providing the Principal or Principal's delegate/s with regular progress reports;
- providing advice that contributes significantly to School operations;
- leading and supervising other support staff;
- contributing significantly to the development and delivery of professional development for employees.

**3A.7.2 Qualifications**

The Administrative Employee requires specialist, professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. The Administrative Employee has the skills required to do the job either as a result of qualifications or experience or both.

**3A.7.3 Supervision**

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

**3A.7.4 Work requirements**

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

- ensuring the provision of a range of administrative support functions, as determined by the Principal or the Principal's delegate/s;
- developing and preparing submissions on behalf of the Principal or the Principal's delegate/s;
- directing the accounting processes of the School and ensuring that all funds including investments, are effectively accounted for according to requirements;
- administering School income, including government grants;
- drafting reports and making recommendations on operational issues to the Principal or the Principal's delegate/s.

**SCHEDULE 3B: SALARIES (ADMINISTRATIVE EMPLOYEES)**

**3B.1 Annual salary**

A Full Time Administrative Employee is entitled to be paid not less than the following annual salary relevant to the Administrative Employee's classification:

Level	1 July 2023 2.5 %	1 July 2024 2%	1 July 2025 2%	1 July 2026 2%
<b>1.1</b>	53,403	54,471	55,560	56,671
<b>1.2</b>	59,491	60,681	61,894	63,132
<b>2</b>	65,583	66,894	68,232	69,597
<b>3</b>	71,437	72,866	74,323	75,810
<b>4</b>	78,580	80,151	81,754	83,389
<b>5</b>	89,747	91,542	93,373	95,240
<b>6</b>	97,868	99,825	101,822	103,858

Note: Salary increases will be paid from the first full pay period commencing on or after the specified date.

**3B.2 Weekly rate of pay**

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

**3B.3 Annual leave loading**

The annual salary in Sch.3B.1 does not include annual leave loading.

**3B.4 Part time rate of pay**

A Part Time Administrative Employee is paid per hour worked an amount not less than 1/38<sup>th</sup> of the weekly rate of pay, appropriate to the Administrative Employee's classification.

**3B.5 Casual rate of pay**

The casual rate of pay is paid per hour worked an amount not less than 1/38<sup>th</sup> of the weekly rate of pay, appropriate to the Administrative Employee's classification, plus 25 per cent

## **SCHEDULE 4A: CLASSIFICATION STRUCTURE (GROUNDS AND MAINTENANCE EMPLOYEES)**

### **4A.1 Classification positions**

4A.1.1 The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Grounds and Maintenance Employee, as determined by the Employer.

4A.1.2 Upon commencement of employment, the Employer will advise the Grounds and Maintenance Employee in writing of the classification level of the Grounds and Maintenance Employee's position of employment and of any change to the Grounds and Maintenance Employee's classification level.

### **4A.2 Grounds and Maintenance Employee Level 1**

An employee at this level works under general supervision either individually or in a team environment, and undertakes one or more of the following duties:

- (a) Operating, maintaining and adjusting machinery;(mowers)
- (b) Cleaning machinery and inspecting machinery after use;
- (c) Applying fertilisers, fungicides, herbicides and insecticides;
- (d) Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- (e) Removing cuttings, raking leaves, cleaning/emptying litter bins, cleans gutters/drains/culverts;
- (c) Performing routine maintenance of play surfaces;
- (d) Performing non-trade maintenance tasks on school buildings and fixtures;
- (e) Performing minor simple repairs to buildings and fixtures.(painting)
- (f) Performing routine cleaning tasks
- (g) Daily maintenance forms to be filled in and completed
- (h) Perform other duties as required within the position occupant's skills, competence and training

### **4A.3 Grounds and Maintenance Employee Level 2 (Tradesperson)**

An employee at this level has completed trade qualifications or has equivalent qualifications and/or experience and undertakes one or more of the following duties or duties at the same level (including non-trade tasks incidental to his or her work):

- (a) Operating, maintaining and adjusting machinery as appropriate;
- (b) Cleaning machinery and inspecting machinery after use, reporting any problems to a more senior employee;
- (c) Applying fertilisers, fungicides, herbicides and insecticides as directed by a more senior employee;
- (d) Preparing surfaces for play;
- (e) Planting, maintenance and care of trees;
- (f) Formation and maintenance of all gardens, lawns and greens;
- (g) Maintenance and repair of vehicles and/or motor engines;
- (h) Maintenance, repair and minor renovation work involving carpentry and/or painting and/or welding;
- (i) Perform other duties as required within the position occupant's skills, Competence and training
- (j) Performing minor simple repairs to buildings and fixtures, including painting

### **4A.4 Grounds and Maintenance Employee Level 3 (Supervisor)**

An employee appointed to this level reports to a Grounds and Maintenance

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Employee Level 4 (Manager) or another management level employee and undertakes one or more of the following duties:

- (a) Supervision of staff involved in daily grounds and/or maintenance work;
- (b) Planning and scheduling of grounds and/or maintenance work;
- (c) Supervising and participating in the operation and maintenance of pumps, irrigation equipment and drainage systems;
- (d) Instructing operators in the safe and efficient operation of equipment associated with grounds and/or maintenance;
- (e) Supervising chemical and/or fertiliser applications;
- (f) Training of other employees performing grounds and/or maintenance staff;
- (g) Allocating specific duties to grounds and/or maintenance staff;
- (h) Undertaking the duties of the Grounds and Maintenance Employee Level 4 in his or her absence.

### **4A.5 Grounds and Maintenance Employee Level 4 (Manager)**

An employee appointed to this level reports directly to a management level employee and undertakes one or more of the following duties:

- (a) Implementation all major play surface projects;
- (b) Development of an annual work program for grounds and/or maintenance staff;
- (c) Supervision of all outdoor staff.
- (d) Responsible for the operation and maintenance of equipment.
- (e) Responsible for Occupational Health & Safety management of buildings, grounds and fixtures;
- (f) Purchasing and/or programming of works within the limits imposed by school policy and budget;
- (g) Responsible for ensuring that administrative systems are complied with by the staff under his or her direction.

### **4A.6 Grounds and Maintenance Employee Level 5**

An employee appointed to this level reports directly to a management level employee and undertakes one or more of the following duties:

- (a) Implementation and oversight of all major play surface projects;
- (b) Development and oversight to monitor of an annual work program for grounds and/or maintenance staff;
- (c) Supervision of all outdoor staff and support on job training and mentoring;
- (d) Responsible and oversight for the operation and maintenance of equipment;
- (e) Responsible for Occupational Health & Safety management of buildings, grounds and fixtures;
- (f) Responsible for ensuring that administrative systems are complied with by the staff under their direction are accurate and current.

### **4A.7 Grounds and Maintenance Employee Level 6**

An employee appointed to this level reports directly to a management level employee and undertakes one or more of the following duties:

- (a) Responsible of the implementation and quality of all major play surface projects with a skill set of expertise.
- (b) Provide input of the forecast and development of annual work program for grounds and/or maintenance staff;
- (c) Coordinate and exchange necessary information to internal and external counterparts.
- (d) Lead and support all outdoor staff and support training in skill set of expertise.
- (e) Responsible and oversight for the operation and maintenance of equipment;
- (f) Responsible and oversight for Occupational Health & Safety management of

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- buildings, grounds and fixtures;
- (g) Coordinate administrative systems are complied with by the staff under their direction are accurate and current.

**SCHEDULE 4B: SALARIES (GROUNDS AND MAINTENANCE EMPLOYEES)**

**4B.1 Annual salary**

A Full Time Grounds and Maintenance Employee, based upon the classification level, will be paid not less than the following annual salary:

Level	1 July 2023 2.5%	1 July 2024 2%	1 July 2025 2%	1 July 2026 2%
1	58,560	59,732	60,926	62,145
2	60,061	61,262	62,487	63,737
3	62,930	64,188	65,472	66,782
4	72,647	74,100	75,582	77,093
5	73,979	75,459	76,968	78,508
6	75,414	76,923	78,461	80,030

Note: Salary increases will be paid from the first full pay period commencing on or after the specified date.

**4B.2 Apprentices**

Apprentices will be paid according to the following calculation:

Percentage of the total weekly wage of a Tradesperson (Level 3) as follows:

	%
1st year	47.5
2nd year	60
3rd year	75
4th year	95

**4B.3 Annual leave loading**

The annual salary in Sch.4B.1 does not include annual leave loading.



## **SCHEDULE 5A: CLASSIFICATION STRUCTURE (NURSES)**

### **5A.1 Classification of positions**

5A.1.1 The Employer will classify the position of employment in accordance with the descriptions in Sch.5A.1.2.

5A.1.2 The three classifications for a Nurse are described below.

#### **Nurse (Level 1)**

- Provides primary nursing care with its associated administrative responsibilities

#### **Competency**

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.

Competency at this level involves the delivery of professional services within defined accountability levels. A Nurse may operate individually or as a member of a team.

Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.

A Nurse is expected to plan the Nurse's own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. A Nurse 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.

#### **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.

#### **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.

#### **Training level or qualifications**

Level 1 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience;
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

**Nurse (Level 2)**

- Provides health counselling, health education and acts in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties

A Nurse at this level performs work above and beyond the skills of a Nurse at Level 1:

**Competency**

Within constraints set by management, a Nurse exercises initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. A Nurse at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.

A Nurse 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 Nurse may be a recognised authority in a specialised area.

**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 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.

**Level of supervision**

Broad direction. May manage other Employees including Nurses.

**Training level or qualifications**

Level 2 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

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

**Nurse (Level 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

A Nurse at this level performs work above and beyond the skills of a Nurse at Level 2:

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### **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.

### **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.

### **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 Nurses.

### **Training level or qualifications**

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

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

**SCHEDULE 5B: SALARIES (NURSES)**

**5B.1 Annual salary**

A Full Time Nurse is entitled to be paid not less than the following annual salary relevant to the Nurse's classification:

Level	1 July 2023 2.5%	1 July 2024 2%	1 July 2025 2%	1 July 2026 2%
<b>1</b>				
1.1	63,090	64,352	65,639	66,951
1.2	67,377	68,725	70,099	71,501
<b>2</b>				
2.1	69,358	70,745	72,160	73,603
2.2	71,581	73,012	74,473	75,962
2.3	73,793	75,269	76,774	78,310
<b>3</b>	80,372	81,980	83,619	85,292

Note: Salary increases will be paid from the first full pay period commencing on or after the specified date.

**5B.2 Weekly rate of pay**

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

**5B.3 Annual leave loading**

The annual salary in Sch.4B.1 does not include annual leave loading.

**5B.4 Part time rate of pay**

A Part Time Nurse is paid per hour worked an amount no less than 1/38<sup>th</sup> of the weekly rate of pay appropriate to the Nurse's classification.

**5B.5 Casual rate of pay**

A Casual Nurse is paid per hour worked an amount no less than 1/38<sup>th</sup> of the weekly rate of pay, appropriate to the Nurse's classification, plus 25 percent in lieu of payment of leave entitlements.

**SCHEDULE 6A: CLASSIFICATION STRUCTURE (HEALTH and WELLBEING)**

Health and Wellbeing Level 1

The position held provides a degree of latitude to determine how the work to support counselling services is achieved in accordance with standard procedures and school policies. Provide standard professional counselling services independently within defined organisational and professional parameters. Provide instructional support within the technical field.

Health and Wellbeing Level 2

The position will require professional support counselling services to the extent it will be necessary to gain the cooperation of other staff to deliver support and counselling with standard procedures and work with operational leadership with respect to professional delivery in a child safe environment in accordance with the Child Safe Standards. Reporting may be required in more depth factual analysis for consideration by others.

Health and Wellbeing Level 3

The position held broader responsibilities, delivery of professional counselling support services and/or clinical management and provision of support and advice to staff and leadership team. Provide child safe environment in accordance with the Child Safe Standards and support the undertaking of case management that may require cross - profession or agency collaboration. Provide professional, complex report and make recommendations for consideration.

Health and Wellbeing Level 4

The position requires a broader management responsibility particularly areas of human resources and provide child safe environment in accordance with the Child Safe Standards. This role delivers professional counselling support services and/or clinical management with greater level of autonomy that includes interpreting and analysis, data, prepare report with authoritative advice to the Principal. The position at this level will provide key support and timely advice to the leadership team and may be responsible for liaising with key stakeholders. The role will coordinate delivery of range of support services across the school involving a range of work areas.

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**SCHEDULE 6B: SALARIES (HEALTH AND WELLBEING)**

Level	1 July 2023 2.5%	1 July 2024 2%	1 July 2025 2%	1 July 2026 2%
1	\$77,400	\$78,948	\$80,527	\$82,137
2	\$81,260	\$82,885	\$84,543	\$86,234
3	\$88,700	\$90,474	\$92,283	\$94,129
4	\$104,630	\$106,723	\$108,857	\$111,034

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**SCHEDULE 7A: CLASSIFICATION (INSTRUMENTAL INSTRUCTIONAL TUTORS)**

**Classification Table**

	1	2	3
Classification	Less than two years working at the College or less than two years' experience in the field	<ul style="list-style-type: none"> <li>Between two and five year's work at the College or between two and five years' experience in the field; and</li> <li>Under graduate qualification, or currently studying a relevant further qualification</li> </ul>	<ul style="list-style-type: none"> <li>Greater than five year's work at the College or greater than five years' experience in the field; and</li> <li>Relevant qualification.</li> </ul>
Supervision	Works always with other colleagues in settings other than Individual lessons	Works alone tutoring groups in classes and/or cocurricular activities	Directing or tutoring and cocurricular activities.
Instructing duties	<ul style="list-style-type: none"> <li>Individual music lessons</li> <li>Accompaniment</li> <li>Tutoring within an existing program</li> </ul>	<ul style="list-style-type: none"> <li>Individual music lessons</li> <li>Accompaniment</li> <li>Tutoring within an existing program</li> <li>May direct in cocurricular activities</li> </ul>	<ul style="list-style-type: none"> <li>Individual music lessons</li> <li>Accompaniment</li> <li>Tutoring within an existing program</li> <li>May direct in cocurricular activities</li> <li>May have instructing responsibility within a music program</li> </ul>
Demonstrated skills	Performance specific skills appropriate to delivering private lesson, tutoring or accompanying.	Demonstrated experience as a professional performer or as an instructor that is relevant to their instructing duties.	Demonstrated higher level professional standing as a performer and instructor.
Tertiary Qualifications	No qualifications	Completed or Studying a relevant qualification.	Completed relevant qualifications.
Reporting responsibilities	Provide written feedback to parents on individual music lessons.	<ul style="list-style-type: none"> <li>Provide written feedback to parents on private individual lessons.</li> <li>May provide feedback to responsible staff within music programs</li> </ul>	<ul style="list-style-type: none"> <li>Provide written feedback to parents on individual music lessons</li> <li>May provide feedback to responsible staff within music program</li> </ul>

**Newhaven College Enterprise Agreement 2023 - 2026**

**SCHEDULE 7B: SALARIES (INSTRUMENTAL INSTRUCTIONAL TUTORS)**

Full time, Part Time or Fixed Term

The progression to another level is not automatic. An Employee must have the necessary qualifications and/or experience before making a written application to the College for progression to the next level. A meeting must be held with the Employee with the Director of Music and recommendation shall be considered by the Principal on whether approval is granted or declined.

Contract	New base rate	1/7/23 2.5%	1/7/24 2%	1/7/25 2%	1/7/26 2%
Level 1	\$77,693	\$79,635	\$81,228	\$82,853	\$84,510
Level 2	\$79,000	\$80,975	\$82,595	\$84,246	\$85,931
Level 3	\$83,000	\$85,075	\$86,777	\$88,512	\$90,282

Casual

All casual Music Tutors employees must have the following current certifications prior to commencing work and it is their responsibility to keep them current whilst working at the College.

- Working with Children’s Check (Employee) and current National Police Check.
- Undertake College Child Safety and current Mandatory reporting training programs.
- Attainment and validation of Anaphylaxis (theory and practical assessment)

A casual Music Tutors will be paid each year according to Victoria Music Teachers Association (VMTA) hourly rates issued and will be indexed accordingly by this method only.

Casual	Current Hourly rate 2023	Hourly rate 2024
VMTA rate	\$83.00	\$89.00



IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2023/4260

Applicant:  
Newhaven College

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Tony Corr, Principal have the authority given to me by Newhaven College to give the following undertaking with respect to the *Newhaven College Enterprise Agreement 2023 – 2026* ("the Agreement"):

1. Newhaven College undertakes that Nurses engaged under the Agreement will be paid \$5.00 more annually than the rates prescribed under the Nursing Services Stream pursuant to the *Educational Services (Schools) General Staff Award 2020* for each year of the Agreement.

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



Signature

27/11/2023

Date