



## DECISION

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

**Northside Christian College T/A Northside Christian College Inc**  
(AG2019/3783)

### **NORTHSIDE CHRISTIAN COLLEGE AGREEMENT 2019**

Educational services

COMMISSIONER MCKINNON

MELBOURNE, 29 OCTOBER 2019

*Application for approval of the Northside Christian College Agreement 2019.*

[1] An application has been made for approval of a single enterprise agreement known as the *Northside Christian College Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Northside Christian College T/A Northside Christian College Inc.

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

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

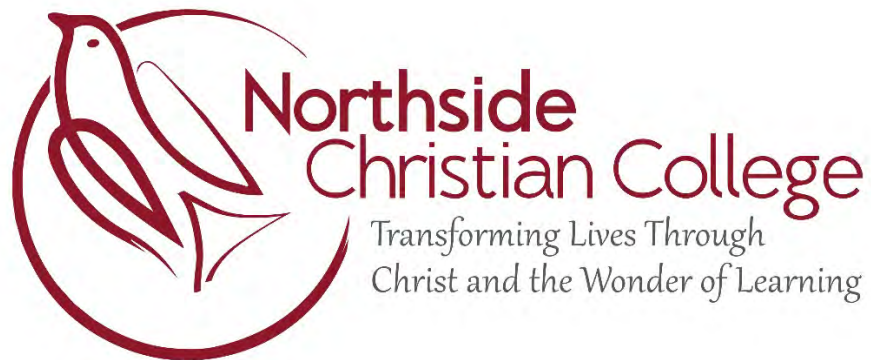
[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 November 2019. The nominal expiry date of the Agreement is 31 January 2022.



COMMISSIONER

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## **Northside Christian College Agreement 2019**

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## Table of Contents

<b>Part 1— Application and Operation.....</b>	<b>4</b>
1. Title .....	4
2. Commencement and period of operation .....	4
3. Definitions and interpretation.....	4
4. Coverage.....	7
5. Relationship to Awards .....	7
6. No extra claims.....	8
7. The National Employment Standards.....	8
8. Individual flexibility arrangements .....	8
9. Requests for flexible working arrangements.....	9
<b>Part 2— Consultation and Dispute Resolution.....</b>	<b>10</b>
10. Consultation about major workplace change .....	10
11. Consultation about changes to rosters or ordinary hours of work.....	12
12. Dispute resolution.....	13
<b>Part 3— Conditions of Employment for all Employees.....</b>	<b>14</b>
13. Minimum employment period.....	14
14. Personal/carer’s leave.....	14
15. Compassionate leave .....	16
16. Family and domestic violence leave .....	17
17. Community service leave .....	19
18. Public holidays .....	20
19. Long service leave.....	20
20. Parental leave .....	21
21. Leave without pay .....	22
22. Examination leave .....	22
23. Qualification conferral leave .....	22
24. Performance and conduct management.....	22
25. Redundancy .....	24
26. Payment of salary .....	25
27. Tuition fee discount.....	25
28. Camp allowance .....	25
29. Meal allowance.....	25
30. Vehicle allowance .....	25
31. Remuneration packaging .....	26

**Northside Christian College Agreement 2019**

32.	Breakage and loss .....	26
33.	Superannuation .....	26
34.	Accident pay .....	27
<b>Part 4— Conditions of Employment for Teachers .....</b>		<b>28</b>
35.	Types of employment .....	28
36.	Ordinary hours of work .....	30
37.	Breaks .....	31
38.	Classifications .....	31
39.	Salary .....	31
40.	Allowances .....	31
41.	Annual leave .....	32
42.	Pro rata payment of salary inclusive of annual leave .....	32
43.	Annual leave loading .....	34
44.	Termination of employment .....	34
<b>Part 5— Conditions of Employment for General Staff Employees .....</b>		<b>36</b>
45.	Types of employment .....	36
46.	Ordinary hours of work – Employees other than shiftworkers .....	39
47.	Ordinary hours of work – shiftworkers .....	40
48.	Breaks .....	41
49.	Classifications .....	42
50.	Salary .....	42
51.	Higher duties .....	42
52.	Annual leave .....	43
53.	Leave without pay during non-term weeks .....	47
54.	Penalty rates .....	48
55.	Overtime .....	49
56.	Termination of employment .....	51
<b>Schedule A — Teacher Classifications .....</b>		<b>53</b>
<b>Schedule B — Teacher Salaries.....</b>		<b>55</b>
<b>Schedule C — Teacher Allowances.....</b>		<b>57</b>
<b>Schedule D — General Staff Classifications .....</b>		<b>58</b>
<b>Schedule E — General Staff Salaries.....</b>		<b>72</b>
<b>Schedule F — Long Service Leave .....</b>		<b>74</b>

## Part 1—Application and Operation

### 1. Title

This Agreement is to be known as the *Northside Christian College Agreement 2019* (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

### 2. Commencement and period of operation

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

**2.2** The nominal expiry date of the Agreement is 31 January 2022.

### 3. Definitions and interpretation

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth) or its successor
<b>Awards</b>	means the <i>Educational Services (Teachers) Award 2010</i> and the <i>Educational Services (Schools) General Staff Award 2010</i> (or successor awards), unless separately specified
<b>chaplaincy services</b>	means a General Staff Employee who supports the emotional wellbeing of students by providing pastoral care services and strategies that support the emotional wellbeing of the broader school community
<b>classroom support services</b>	means a General Staff Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
<b>College Executive</b>	means a team of senior staff who come from a wide range of school and business backgrounds with the responsibility for executing the vision and mission of the school community through implementing the College's strategic plan and managing the overall operations and resources of Northside Christian College
<b>Committee of Management (CoM)</b>	means a Committee that fulfils a governance role at Northside Christian College to oversee all aspects of the College, appoint the Principal, and ensure a strategic approach to the College's future by setting major

**Northside Christian College Agreement 2019**

	objectives, policy frameworks and strategies. The Committee of Management must also monitor adherence to systems of risk management, ensure compliance with legal obligations and undertake periodic performance reviews. The Committee of Management is also committed to ensuring the financial security of Northside Christian College
<b>curriculum/resources services</b>	means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
<b>Employee</b>	means a person covered by this Agreement
<b>Employer</b>	means Northside Christian College Inc. [ABN 59805270397]
<b>Five-year trained teacher</b>	means a teacher who has completed an undergraduate degree or a degree in education that requires four years of full-time study at an Australian university, and a postgraduate degree requiring at least one year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching
<b>Four-year trained teacher</b>	means a teacher: <ul style="list-style-type: none"> <li>• who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four years of full-time study at an Australian university; or</li> <li>• who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching</li> </ul>
<b>FWC</b>	means the Fair Work Commission or its successor
<b>General Staff (GS) Employee</b>	means an Employee other than a Teacher who is covered by this Agreement and who is employed to work in: <ul style="list-style-type: none"> <li>• classroom support services</li> <li>• curriculum/resources services</li> <li>• school operational services</li> <li>• chaplaincy services</li> </ul>
<b>Immediate family</b>	means <ul style="list-style-type: none"> <li>• a spouse (including a former spouse), de facto partner (including a former de facto partner), child,</li> </ul>

**Northside Christian College Agreement 2019**

	<p>parent, grandparent, grandchild or sibling of the Employee, or</p> <ul style="list-style-type: none"> <li>• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee,</li> </ul> <p>where:</p> <ul style="list-style-type: none"> <li>• a de facto partner of an Employee 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)</li> <li>• a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner</li> </ul>
<b>LSL Act</b>	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s)
<b>Medical Practitioner</b>	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
<b>NES</b>	means the National Employment Standards as contained in Part 2-2 of the Act
<b>Non-term weeks</b>	means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students
<b>Principal</b>	means the Principal of Northside Christian College or the Principal's nominee
<b>school operational services</b>	<p>means a General Staff Employee whose principal duties are to support the other services of a school, including but not limited to:</p> <ul style="list-style-type: none"> <li>i. construction, plumbing, carpentry, painting and other trades;</li> <li>ii. maintenance, school facility management;</li> <li>iii. gardening, turf management</li> </ul>
<b>School year</b>	means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year, as determined by the School, and includes Term weeks and Non-term weeks
<b>Teacher</b>	means a person who holds Full or Provisional Registration or Permission to Teach granted by the

## Northside Christian College Agreement 2019

	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) (or its successor) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
<b>Term weeks</b>	means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School
<b>Victorian Institute of Teaching (VIT)</b>	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor
<b>WIRC Act</b>	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor

### 4. Coverage

4.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers, as defined in cl.3 (Definitions); and;
- (c) General Staff (GS) Employees, as defined in cl.3 (Definitions).

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) instructional services, well-being services, nursing and school administration services employees;
- (e) apprentices, trainees and Employees on a supported wage system.

### 5. Relationship to Awards

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement including but not limited to the *Educational Services (Schools) General Staff Award 2010* and the *Educational Services (Teachers) Award 2010*, including any successor awards



## **6. No extra claims**

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

## **7. The National Employment Standards**

- 7.1** The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 7.2** This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

## **8. Individual flexibility arrangements**

- 8.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a)** the Agreement deals with one or more of the following matters:
    - (i)** arrangements about when work is performed;
    - (ii)** overtime rates;
    - (iii)** penalty rates;
    - (iv)** allowances;
    - (v)** leave loading; and
  - (b)** the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
  - (c)** the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.
- 8.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a)** are about permitted matters under s.172 of the Act; and
  - (b)** are not unlawful terms under s.194 of the Act; and
  - (c)** result in the Employee being better off overall at the time the agreement is made 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 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 28 days' written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

## **9. Requests for flexible working arrangements**

### **9.1 Employee may request change in working arrangements**

This clause applies where an Employee has made a request for a change in working arrangements under s.65 of the [Act](#).

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

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

Note 3: Clause 9 is an addition to s.65.

### **9.2 Responding to the request**

Before responding to a request made under s.65, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

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

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

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

**9.3 What the written response must include if the Employer refuses the request**

- (a) This clause applies if the Employer refuses the request and has not reached an agreement with the Employee under cl.9.2.
- (b) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the Employer and Employee could not agree on a change in working arrangements under this clause, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
  - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

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

If the Employer and the Employee reached an agreement under cl.9.2 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

**9.5 Dispute resolution**

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under cl.12 (Dispute resolution procedure).

## **Part 2—Consultation and Dispute Resolution**

### **10. Consultation about major workplace change**

- 10.1** If the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must:
- (a) give notice of the changes to all Employees who may be affected by them and their representatives (if any); and
  - (b) discuss with affected Employees and their representatives (if any):
    - (i) the introduction of the changes; and

**Northside Christian College Agreement 2019**

- (ii) their likely effect on Employees; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on Employees; and
  - (c) commence discussions as soon as practicable after a definite decision has been made.
- 10.2** For the purposes of the discussion under cl.10.1(b), the Employer must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:
  - (a) their nature; and
  - (b) their expected effect on Employees; and
  - (c) any other matters likely to affect Employees.
- 10.3** Clause 10.2 does not require the Employer to disclose any confidential information if its disclosure would be contrary to the Employer's interests.
- 10.4** If:
  - (a) an affected Employee appoints, or affected Employees appoint, a representative for the purposes of consultation, and
  - (b) the Employee or Employees advise the Employer of the identity of the representative,the Employer must recognise the representative.
- 10.5** The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under cl.10.1(b).
- 10.6** In this clause, **significant effects**, on Employees, includes any of the following:
  - (a) termination of the employment; or
  - (b) major changes in the composition, operation or size of the Employer's workforce or to the skills required; or
  - (c) the loss of, or reduction in, job or promotion opportunities; or
  - (d) loss of, or reduction in, job tenure; or
  - (e) alteration of hours of work; or
  - (f) the need for Employees to be retained or transferred to other work or locations; or
  - (g) job restructuring.
- 10.7** If a clause in this Agreement makes provision for alteration of any of the matters defined at cl.10.6, such alteration is taken not to have significant effect.

## **11. Consultation about changes to rosters or ordinary hours of work**

- 11.1** This clause applies if the Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than an Employee whose working hours are irregular, sporadic or unpredictable.
- 11.2** The Employer must consult with any Employees affected by the proposed change and their representatives (if any).
- 11.3** For the purpose of the consultation, the Employer must:
- (a)** provide to the Employees and representatives mentioned in cl.11.2 information about the proposed changes (for example, information about the nature of the change and when it is to begin); and
  - (b)** invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 11.4** If:
- (a)** an affected Employee appoints, or affected 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.
- 11.5** The Employer must consider any views given under cl.11.3(b).
- 11.6** For the purposes of this clause, 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.
- 11.7** However, where a change to the Employer's educational timetable directly results in a change:
- (a)** to the number of ordinary hours of work of an Employee, or
  - (b)** to the spread of hours over which the Employee's ordinary hours are required to be worked, or
  - (c)** to the days over which the Employee is required to work,
- cll.11.2 to 11.5 will apply.

## 12. Dispute resolution

12.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

12.2 However, a dispute cannot be referred to the FWC if the dispute is in relation to a contravention (or alleged contravention) of subsection 65(5) or 76(4) of the Act.

Note: Subsections 65(5) and 76(4) state that the Employer may refuse a request for flexible working arrangements, or an application to extend unpaid parental leave, only on reasonable business grounds.

12.3 The FWC may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.

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

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

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

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

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

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

- (c) Where a dispute under cl.12.7(b)(ii) remains unresolved after the FWC has applied one or more of the resolution methods required by cl.12.7(a), the parties to the dispute agree to not unreasonably withhold consent.

12.8 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.

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

## **Part 3—Conditions of Employment for all Employees**

### **13. Minimum employment period**

- 13.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six months, as defined by the Act.
- 13.2 If the Employer is to terminate the employment of an Employee during the minimum employment period, then the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.24 (Performance and conduct management).
- 13.3 The notice for termination of employment during the minimum employment period is provided by cl.44 and cl.56 for Teachers and GS Employees, respectively.

### **14. Personal/carer's leave**

#### **14.1 Entitlement**

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

#### **14.2 Paid leave**

- (a) An Employee other than a casual Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- (b) Paid personal leave is taken due to a personal illness or injury.
- (c) Paid carer's leave is taken to provide care or support to a member of the Employee's Immediate family or a member of the Employee's household, who

requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.

**14.3 Amount of paid leave**

- (a) For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service.
- (b) A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

**14.4 Accrual of paid leave**

Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

**14.5 Taking leave in advance of accrual**

Where an Employee requires personal/carer's leave in advance of the Employee's accrued entitlement, the Employee is entitled to paid personal/carer's leave at the discretion of the Principal.

**14.6 Unpaid carer's leave**

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.

**14.7 Unpaid carer's leave for casual Employees**

A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

**14.8 Notice and evidentiary requirements**

- (a) An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b) An Employee is entitled to personal/carer's leave provided that:
  - (i) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence of more than two consecutive days;
  - (ii) the Employee provides a medical certificate from a Medical Practitioner or a statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence;



- (iii) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds 10 non-consecutive days in the one School year or, at the Principal's discretion, five non-consecutive days in the School year.

#### **14.9 Access to personal/carer's leave**

- (a) A full-time Employee may access up to five days of the Employee's accrued personal/carer's leave in a School year for:
  - (i) paid family and domestic violence leave, additional to the entitlement provided by cl.16 (Family and domestic violence leave) of this Agreement;
  - (ii) pressing necessity, example being attending a funeral outside of immediate family/household, pre-natal appointments and weddings.
- (b) A part-time Employee may access pro rata of the entitlement in cl.14.9(a) based on the Employee's ordinary hours of work.
- (c) An Employee will give notice to the Employer:
  - (i) in accordance with cl.16.6(a) of the Employee's request to take family and domestic violence leave under this clause;
  - (ii) of not less than five business days of the Employee's request to take pressing necessity leave. The request must include the specific reason.
- (d) The Employer may refuse a request for pressing necessity leave where it is not possible to satisfactorily cover the Employee's planned absence on the day.
- (e) Leave may be taken as consecutive or single days or as a fraction of day (e.g. half day or quarter day).
- (f) If required by the Employer, the Employee must provide evidence:
  - (i) in accordance with cl.16.6(b) for family and domestic violence leave;
  - (ii) that would satisfy a reasonable person that the leave is for a pressing necessity, as defined above.

### **15. Compassionate leave**

#### **15.1 Entitlement**

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

#### **15.2 Accessing leave**

An Employee may take up to three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to life or dies.

**15.3 Taking leave**

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

**15.4 Evidence**

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

**16. Family and domestic violence leave**

**16.1 NES**

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

**16.2 Access to paid leave**

(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:

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

(b) A reference to a spouse or de facto partner in the definition of *family member* in clause 16.2(a) includes a former spouse or de facto partner.

**16.3 Entitlement to paid and unpaid leave**

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

- (i) a full-time Employee is entitled to five days of paid leave
- (ii) a part-time Employee is entitled to a total of five days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of five days of paid leave based on the part-time Employee's ordinary hours of work
- (iii) a casual Employee is entitled to five days of unpaid leave.

- (b) The entitlement in cl.16.3(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 the Employee may agree that the Employee may take more than five days' leave to deal with family and domestic violence.

Note 3. If, during the period of operation of this Agreement, the NES is amended to provide paid and/or unpaid family and/or domestic violence leave, then the leave entitlement in cl.16.3(a) will be offset against the NES leave entitlement, should this not be prohibited by the NES.

#### **16.4 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 court hearings, or accessing police services.

#### **16.5 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.

#### **16.6 Notice and evidence requirements**

##### **(a) Notice**

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

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

##### **(b) Evidence**

An Employee who has given the Employer notice of the taking of leave under cl.16.6(a) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.16.4.

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.

## **16.7 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.16.6(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in cl.16.7(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.

## **16.8 Compliance**

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

## **17. Community service leave**

### **17.1 NES**

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

### **17.2 Jury service leave**

- (a) An Employee who is 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.
- (b) An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- (c) 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.
- (d) 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.
- (e) Subject to cl.17.2(b), (c) and (d), the Employer will reimburse an Employee granted leave pursuant to cl.17.2(a) an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service

and the amount of salary the Employee would have received had the Employee not been on jury service.

## **18. Public holidays**

### **18.1 NES**

Public holidays are as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

### **18.2 Payment for work on a public holiday**

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

### **18.3 Substitution of public holidays**

- (a)** By agreement between the Employer and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b)** By agreement between the Employer and a majority of Employees, an alternate day may be taken as a public holiday in the workplace in lieu of any of the days specified by the NES.
- (c)** The agreement made pursuant to cll.18.3(a) or (b) will be recorded in writing and made available to the affected Employee/s.
- (d)** Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

## **19. Long service leave**

### **19.1 Entitlement**

Long service leave is as provided by the NES or the LSL Act (or successor(s)), as appropriate, except where this Agreement provides ancillary or supplementary terms.

### **19.2 Specific entitlement**

Schedule F (Long Service Leave) to this Agreement provides information about the entitlement to long service leave.

### **19.3 Applying for leave**

An Employee may apply to take accrued long service leave upon the completion of seven years of continuous employment.

## **20. Parental leave**

### **20.1 NES**

- (a) Parental leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.
- (b) In accordance with the NES, an eligible Employee is entitled to 12 months of unpaid parental leave. An Employee may request up to a further 12 months of unpaid parental leave in accordance with s.76 of the Act.

### **20.2 Notice of termination to a replacement Teacher**

Instead of the notice of termination of employment provided by cl.44 (Termination of employment), 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.

### **20.3 Australian Government's Paid Parental Leave Scheme**

The Australian Government's Paid Parental Leave Scheme (PPL Scheme) currently pays eligible Employees an amount calculated over a limited period at the National Minimum Wage. In order to support the Employee and their family the Employer will pay a parental allowance to an eligible Employee.

### **20.4 Parental allowance**

- (a) The Employer will pay a parental allowance to an Employee, who has at least 12 months of continuous service with the Employer as at the date of proceeding on parental leave under the PPL Scheme to be the primary care giver of the child, calculated as:

- 14 x (Employee's ordinary weekly earnings – the weekly amount paid under the current or future PPL scheme)

provided the leave is taken within the first 18 weeks of the date of the birth or placement of the child.

- (b) The Employer will pay a parental allowance to an Employee, who has at least 12 months of continuous service with the Employer as at the date of proceeding on concurrent parental leave under the PPL Scheme, calculated as:

- 5 x (Employee's daily rate of pay – the daily amount paid under the current or future PPL scheme)

provided the leave is taken within the first three months of the date of the birth or placement of the child.

- (c) To avoid any doubt, an Employee is not entitled to be paid the parental allowance for any period unless he or she is entitled to unpaid parental leave in accordance with the NES and is in receipt of the payment under the PPL Scheme.
- (d) To avoid any doubt, an Employee who is employed on a casual or fixed term basis is not entitled to be paid the parental allowance.

- (e) In order to be entitled to a second or subsequent payment of the parental allowance, the Employee must return to work at the School for a period of not less than 12 continuous months after the preceding period of parental leave.

## **20.5 Other entitlements**

- (a) No superannuation will be paid in respect of this parental allowance.
- (b) The Employee will not have any entitlement to payment for non-term weeks (inclusive of annual leave) or personal/carer's leave under this Agreement as a result of being paid the parental allowance as the PPL Scheme does not count as continuous service.

## **21. Leave without pay**

- 21.1** A Teacher may apply for leave without pay which may be granted at the discretion of the Principal.
- 21.2** A GS Employee may apply for a further period of leave without pay, in addition to the periods of leave without pay during Non-term weeks pursuant to cl.53 (Leave without pay during Non-term weeks), which may be granted at the discretion of the Principal.

## **22. Examination leave**

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

## **23. Qualification conferral leave**

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

## **24. Performance and conduct management**

### **24.1 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.13 (Minimum employment period); or
- (b) for a casual Employee.

### **24.2 Performance Management**

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

## Northside Christian College Agreement 2019

- (b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
  - (i) the Employer's concern(s) with the Employee's performance;
  - (ii) the time, date and place of the first formal meeting to discuss the Employee's performance;
  - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
  - (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c) Formal performance management meetings will
  - (i) include discussion of the Employer's concern(s) with the Employee's performance;
  - (ii) give the Employee an opportunity to respond to the Employer's concern(s);
  - (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
  - (iv) include documentation, where appropriate;
  - (v) set periods of review, as appropriate.
- (d) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

### 24.3 Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Employee in writing of:
  - (i) the Employer's concern(s) with the Employee's conduct;
  - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
  - (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
  - (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
  - (i) include discussion of the Employer's concern(s) with the Employee's conduct;



## Northside Christian College Agreement 2019

- (ii) give the Employee an opportunity to respond to the Employer's concern(s).
- (d) Concern(s) with an Employee's conduct may be resolved by:
  - (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - (ii) issuing the Employee with a warning or a final warning in writing;
  - (iii) terminating the employment of the Employee in accordance with the relevant notice provision;
  - (iv) other action, appropriate to the situation.

## 25. Redundancy

### 25.1 Redundancy pay

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

<u>Period of Continuous Service</u>	<u>Redundancy Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and over	16 weeks

### 25.2 Transfer to lower paid duties

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

### 25.3 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had

they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

#### **25.4 Job search entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.
- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cll.44.4 and 56.4.

#### **25.5 Part-time Teachers**

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

### **26. Payment of salary**

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

### **27. Tuition fee discount**

The Employer provides a tuition fee discount to Employees. The tuition fee discount is set and communicated to all Employees before the beginning of each School year.

### **28. Camp allowance**

**28.1** The Employer will pay an allowance to an Employee required to attend a compulsory camp in Australia of:

- (a) \$40 per night to an Employee attending the camp;
- (b) \$80 per night to an Employee who is attending the camp as the camp leader.

**28.2** The allowance in cl.28.1 is payable for a maximum of seven nights in a School year.

### **29. Meal allowance**

The Employer will provide a meal for an Employee who is required by the Employer to continuously attend work after 7.00 pm.

### **30. Vehicle allowance**

**30.1 Use of Employee's motor vehicle**

An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties will be paid the current cents per kilometre allowance as specified by the Australian Taxation Office for kilometres travelled.

### **30.2 Provision of a motor vehicle to an Employee**

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

## **31. Remuneration packaging**

**31.1** 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.

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

## **32. 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.

## **33. Superannuation**

### **33.1 Superannuation legislation**

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation, individual employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, the Employer nominates Christian Super (My Super) (or successor fund) as the default fund.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **33.2 Employer contributions**

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

### **33.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.33.2.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under cll. 33.3(a) or 33.3(b) no later than 28 days after the end of the month in which the deduction authorised under cll.33.3(a) or 33.3(b) was made.

### **33.4 Superannuation fund**

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl.33.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in cl.33.2 and pay the amount authorised under cll.33.3(a) and 33.3(b) to Christian Super or its successor, provided that the Employer is not required to become a participating employer.

## **34. Accident pay**

### **34.1 Entitlement**

Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Compensation and Rehabilitation Act 2013* (Vic) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 26 weeks.

### **34.2 Accrual of leave entitlements**

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

Note. A Teacher does not accrue an entitlement to paid Non-term weeks whilst in receipt of compensation payments.

## **Part 4—Conditions of Employment for Teachers**

### **35. Types of employment**

#### **35.1 Employment Categories**

A Teacher will be employed in one of the following categories:

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

#### **35.2 Terms of engagement**

- (a) On appointment, the Employer will provide the Teacher (other than a casual Teacher) with a letter of appointment stating:
  - (i) the classification and rate of salary applicable on commencement; and
  - (ii) the teacher's face-to-face teaching load; and
  - (iii) details of the Teacher's extra-curricular commitment.
- (b) For a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the School and that the Teacher's extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- (c) Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

#### **35.3 Full-time employment**

A full-time Teacher is engaged to work an average of 38 ordinary hours per week.

#### **35.4 Part-time employment**

- (a) A part-time Teacher is engaged to work on a regular basis for not more than 90% of the hours of a full-time Teacher in the School.
- (b) Where the Employer requires a part-time Teacher to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered full-time and remunerated accordingly.
- (c) Where the Teacher requests to work more than 90% of the hours of a full-time Teacher, the Teacher will be considered part-time and paid for the actual hours worked.
- (d) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. The pro rata basis will be calculated by dividing the number of face-to-face

teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School.

- (e) Teaching load and days of attendance may be varied by mutual consent between the Employer and the Teacher at any time.
- (f) The Employer may vary the teaching load or days of attendance, where such a variation is required as a result of a change in funding, enrolment or curriculum, by providing seven weeks' notice in writing in the case of a Teacher, or where the change would result in a reduction in salary, the salary is maintained for a period of seven weeks in the case of a Teacher.
- (g) If a part-time Teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of cl.25 (Redundancy).

### **35.5 Casual employment**

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

(xiv) tuition fee discount.

### **35.6 Fixed-term employment**

- (a) A Teacher may be employed for a fixed period of time of up to 12 months to:
  - (i) undertake a specified project for which funding has been made available;
  - (ii) undertake a specified task which has a limited period of operation; or
  - (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by a further period to cover the absence.
- (b) A fixed-term Teacher is not entitled to any of the following benefits under this Agreement:
  - (i) parental allowance;
  - (ii) examination leave;
  - (iii) qualification conferral leave; and
  - (iv) tuition fee discount.

## **36. Ordinary hours of work**

### **36.1 Application**

This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.

### **36.2 Averaging the hours of work**

Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12-month period, which is usually the School year.

### **36.3 Attendance during the School year**

- (a) The ordinary hours of work for a Teacher during Term weeks are variable. In return, a Teacher is not generally required to attend during periods when the students are not present, subject to the needs of the Employer with regard to professional development, student-free days and other activities requiring the Teacher's attendance.
- (b) The maximum number of days that the Teacher will be required to attend during Term weeks and Non-term weeks will be 205 in each School year.
- (c) The following circumstances are not included when calculating the 205 attendance days in the ordinary hours of work for a Teacher:
  - (i) co-curricular activities that are conducted on a weekend;

## Northside Christian College Agreement 2019

- (ii) school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
  - (iii) when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position;
  - (iv) when the Teacher has boarding house responsibilities and the Teacher is performing those duties during Term weeks and Non-term weeks; and
  - (v) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which a Teacher may be recalled to perform duties relating to their position.
- (d) Generally, the Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend, six months in advance of the requirement to attend.

### **36.4 Annual leave and Non-term weeks**

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

### **37. Breaks**

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

### **38. Classifications**

The Employer will classify a Teacher in accordance with Schedule A (Teacher Classifications).

### **39. Salary**

The minimum rate of pay for a full-time Teacher is provided by Schedule B (Teacher Salaries).

### **40. Allowances**

Schedule C (Teacher Allowances) specifies the allowances available under this Agreement.



## **41. Annual leave**

### **41.1 NES**

Annual leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

### **41.2 Timing of annual leave**

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

### **41.3 Re-crediting of annual leave**

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

## **42. Pro rata payment of salary inclusive of annual leave**

### **42.1 Entitlement**

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

### **42.2 Application**

The provisions of this clause will apply:

- (a)** in the calculation of payment in regard to pro rata salary where a Teacher's employment ceases; or
- (b)** in the calculation of payment in regard to pro rata salary if:
  - (i)** a Teacher commenced employment after the school service date;
  - (ii)** a Teacher has taken leave without pay of more than two Term weeks since the school service date; or
  - (iii)** the hours which a Teacher has worked at the School have varied since the school service date.

### **42.3 Termination of employment**

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

### **42.4 Teachers who commence employment after the commencement of the School year**

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

#### 42.5 Teachers who take approved leave without pay

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

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

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

#### 42.6 Calculation of payments

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

where

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

#### 42.7 Definitions for this clause

For the purpose of this clause:

- (a) **school service date** means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer;
- (b) **Teacher** means a Teacher other than a casual Teacher;

- (c) any period of paid birth-related or adoption-related leave is not included in the calculation of 's' or 'd' in this formula.

#### **42.8 Purpose of formula**

The formula in cl.42.6 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher in respect of the School year, in which the formula is applied.

### **43. Annual leave loading**

#### **43.1 NES**

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

#### **43.2 Entitlement**

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

- (a) at the time that the Teacher is paid annual leave or pro rata annual leave; or
- (b) on the termination of employment by either party.

#### **43.3 Calculation**

Leave loading is to be calculated using the following formula:

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

### **44. Termination of employment**

#### **44.1 NES notice of termination**

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

#### **44.2 Notice of termination by the Employer**

- (a) Subject to cl.44.2(b), the employment of a Teacher (other than a casual Teacher) will not be terminated without at least seven Term weeks' notice (inclusive of the notice required under the NES), the payment of seven weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals seven Term weeks.
- (b) The exception to cl.44.2(a) is that where the Employer terminates the employment of a Teacher during the six-month minimum employment period, the Employer is required to provide four term weeks' notice, the payment of four weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal four. Notice is provided in writing.

**44.3 Notice of termination by a Teacher**

- (a) The notice of termination required to be given by a Teacher is the same as that required of the Employer in cl.44.2(a) or (b).
- (b) If the Teacher fails to give the required period of notice, then the Employer may withhold from any monies and benefits due to the Teacher on termination under this Agreement or the NES, an amount not exceeding the amount the Teacher would have been paid under this Agreement or the NES in respect of the period of notice required by this clause less any period of notice not actually given by the Teacher.

**44.4 Job search entitlement**

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

**44.5 Statement of service**

Upon the termination of employment of a Teacher, the Employer will provide upon the request of the Teacher, a statement of service setting out:

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

## **Part 5—Conditions of Employment for General Staff Employees**

### **45. Types of employment**

#### **45.1 Employment categories**

- (a) A GS Employee will be employed in one of the following categories:
  - (i) full-time employment;
  - (ii) part-time employment; or
  - (iii) casual employment.
- (b) At the time of engagement, an Employer will inform each GS Employee whether they are employed on a full-time, part-time or casual basis and the GS Employee's classification.

#### **45.2 Full-time employment**

A full-time GS Employee is a GS Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to cl.46 (Ordinary hours of work - Employees other than shiftworkers) or cl.47 (Ordinary hours of work – shiftworkers).

#### **45.3 Part-time employment**

- (a) A part-time GS Employee is a GS Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School year and who has reasonably predictable hours of work.
- (b) A part-time GS Employee will be paid an hourly rate of 1/38th of the weekly rate for the GS Employee's classification.
- (c) A part-time GS Employee's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, the Employer and the part-time GS Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the School year the GS Employee will work.
- (e) The terms of the agreement in cl.45.3(d) may be varied by agreement between the Employer and a GS Employee. Any such variation will be recorded in writing.

#### **45.4 Casual employment**

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

## Northside Christian College Agreement 2019

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

### **45.5 Right to request casual conversion**

- (a) A person engaged by the Employer as a regular casual Employee may request that the person's employment be converted to a full-time or part-time employment.
- (b) A regular casual Employee is a casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or a part-time Employee under the provisions of this Agreement.
- (c) A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the Employer.

## Northside Christian College Agreement 2019

- (f) Where a regular casual Employee seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable business grounds and after there has been consultation with the Employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement, i.e. the casual Employee is not truly a regular casual Employee as defined in cl.45.5(b).
  - (ii) it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under cl.12 (Dispute resolution) of this Agreement. Under that procedure, the Employee or the Employer may refer the matter to the FWC if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and Employee must discuss and record in writing:
  - (i) the form of employment to which the Employee will convert, i.e. full-time or part-time employment; and
  - (ii) if it is agreed that the Employee will become a part-time Employee, the matters referred to in cl.45.3(d) of this Agreement
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the Employer.

- (m) A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits the Employer to require a regular casual Employee to so convert.
- (o) Nothing in this clause requires the Employer to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- (p) The Employer must provide a casual Employee, whether a regular casual Employee or not, with a copy of cl.45.5 within the first 12 months of the Employee's first engagement to perform work. In respect of casual Employees already employed as at the date of commencement of this Agreement, the Employer must provide such Employees with a copy of cl.45.5 within three months of the commencement date of this Agreement.
- (q) A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in cl.45.5(p).

## **46. Ordinary hours of work – Employees other than shiftworkers**

### **46.1 Application**

- (a) Ordinary hours of work for a full-time GS Employee are 38 hours per week, except as otherwise provided by this clause.
- (b) The ordinary hours of work for a part-time or casual GS Employee will be in accordance with cl.46 (Types of employment).

### **46.2 Averaging the ordinary hours of work**

A GS Employee's ordinary hours of work may be averaged over a period of two weeks or four weeks.

### **46.3 Arrangements for the ordinary hours of work**

The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

- (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of GS Employees:
  - (i) classroom support services;
  - (ii) curriculum/education resources;
  - (iii) chaplaincy services.
- (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for school operational services GS Employees in the following groups:
  - (i) construction, carpentry, painting and other trades;



- (ii) maintenance, school facilities management.
- (c) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening and turf maintenance GS Employees.

#### **46.4 Changing the spread of ordinary hours**

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

### **47. Ordinary hours of work – shiftworkers**

#### **47.1 Ordinary hours for shiftwork**

- (a) The definitions for shiftwork are provided in cl.54.1.
- (b) The ordinary hours for shiftwork will:
  - (i) be worked continuously each shift (except for broken shifts and meal breaks);
  - (ii) not exceed 10 hours, inclusive of a meal break in any single shift; and
  - (iii) be rostered in accordance with cl.47.2.

#### **47.2 Rostering**

- (a) For GS Employees working to a roster, a roster showing normal starting and finishing times and the name of each GS Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the GS Employees at least seven days before the commencement of the roster period.
- (b) A GS Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl.54 (Penalty rates).

#### **47.3 Altering the roster**

- (a) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.
- (b) Despite cl.47.3, a roster may be altered at any time to enable the functions of the Employer to be carried out where another GS Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the GS Employee, a GS Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the GS Employee will be entitled to be paid **150%** of the minimum hourly rate instead of any other penalty that may apply.

- (c) Where the alteration requires a GS Employee to work on a day which would otherwise have been the GS Employee's day off, the day off instead will be arranged by mutual consent.

## **48. Breaks**

### **48.1 Unpaid meal break**

- (a) A GS Employee, who is engaged or rostered to work for more than five hours on a day, is entitled to an unpaid meal break of not less than 30 minutes.
- (b) Such meal break will start no later than five hours after the GS Employee commenced work on that day.

### **48.2 Paid rest breaks**

- (a) A GS Employee is entitled to a rest break of 10 minutes for each period of three hours worked, with a maximum of two rest breaks per shift.
- (b) Where the GS Employee has an entitlement to two rest breaks, in place of the two 10-minute rest breaks:
  - (i) the Employer and the GS Employee may agree to one rest break of 20 minutes, or
  - (ii) the Employer may require one rest break of 20 minutes, where the GS Employee is engaged in classroom support services.
- (c) A rest break:
  - (i) will be counted as time worked;
  - (ii) will be taken at a time suitable to the Employer; and
  - (iii) will not be taken adjacent to a meal break, unless the GS Employee and the Employer agree.

### **48.3 Breaks between periods of duty**

#### **(a) Length of the rest period**

A GS Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

#### **(b) Where the GS Employee does not get a 10-hour rest**

The following conditions apply to a GS Employee, who, on the instructions of the Employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with cl.48.3(a):

- (i) the GS Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken; or

- (ii) the GS Employee is entitled to be paid **200%** of the minimum hourly rate until released from duty.
- (c) The entitlements in cl.48.3(a) and (b) do not apply to:
  - (i) a GS Employee who is provided with accommodation on the Employer's premises or in the vicinity of the Employer's premises;
  - (ii) a GS Employee who is attending a school camp or excursion; or
  - (iii) a GS Employee working a broken shift.

## **49. Classifications**

- (a) A GS Employee must be classified in accordance with the classification structure set out in Schedule D (General Staff Classifications).
- (b) The Employer must advise the GS Employee of the GS Employee's classification, and any changes to the classification, in writing.

## **50. Salary**

The Employer will pay an adult GS Employee not less than the salary specified for the GS Employee's classification in Schedule E (General Staff Salaries).

## **51. Higher duties**

### **51.1 Employer direction**

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

### **51.2 Entitlement – More than five days**

Subject to cl.51.3, where the GS Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the GS Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

### **51.3 Entitlement – One day or more**

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

## **52. Annual leave**

### **52.1 NES**

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

### **52.2 Taking annual leave during Non-term weeks**

- (a)** The Employer may require a GS Employee to take annual leave during Non-term weeks.
- (b)** The Employer may designate some of the Non-term weeks as a shutdown period in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the Employer and individual GS Employee/s, a GS Employee is required to take annual leave during shutdown periods observed by the School.

### **52.3 Payment for annual leave loading**

- (a)** During a period of annual leave, a GS Employee will receive a loading calculated on the rate of pay prescribed by Schedule E (General Staff Salaries) of this Agreement. Annual leave loading is payable on leave accrued on the following bases:

- (i) Day workers**

- A GS Employee who would have worked on day work only had the Employee not been on leave – **17.5%** of the GS Employee's ordinary rate of pay.

- (ii) Shiftworkers**

- A GS Employee who would have worked on shiftwork had the GS Employee not been on leave – **17.5%** of the Employee's ordinary rate of pay or the applicable shift loading, whichever is the greater.

- (b) Exception**

The Employer may, at its election, pay:

- (i)** annual leave loading to the GS Employee with each salary payment throughout the School year by increasing the annual rate of pay as at the commencement of the School year, or as subsequently varied, by 1.342%. Where the Employer elects to pay annual leave loading with each salary payment throughout the School year, the Employer must advise the GS Employee in writing; or
  - (ii)** annual leave loading in respect of the School year to the GS Employee with the first salary payment in December of that School year at the rate of pay applicable on 1 December of that School year.

**52.4 Annual leave in advance**

- (a) The Employer and a GS Employee may agree in writing to the GS Employee taking a period of paid annual leave before the GS Employee has accrued an entitlement to leave.
- (b) Exceptions to cl.52.4(a) are where a GS Employee:
  - (i) works only during Term weeks in accordance with cl.53 (Leave without pay during Non-term weeks); or
  - (ii) is required to take annual leave during Non-term weeks.
- (c) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the Employer and the GS Employee and, if the GS Employee is under 18 years of age, by the GS Employee's parent or guardian.
- (d) The Employer must keep a copy of any agreement under cl.52.4 as an employee record.
- (e) If, on the termination of the GS Employee's employment, the GS Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under cl.53.4, the Employer may deduct from any money due to the GS Employee on termination an amount equal to the amount that was paid to the GS Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

**52.5 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under cl.52.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under cl.52.5.
- (c) The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d) An agreement under cl.52.5 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
  - (ii) the date on which payment is to be made.
- (e) An agreement under cl.52.5 must be signed by the Employer and Employee and, if the Employee is under 18 year of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.

## Northside Christian College Agreement 2019

- (g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two weeks.
- (i) The Employer must keep a copy of any agreement under cl.52.5 as an employee record.

Note 1: Under s.344 of the Act, the Employer must not exert undue influence or undue pressure on an Employee to make, or not make, an agreement under cl.52.5.

Note 2: Under s.345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under cl.52.5.

### **52.6 Excessive leave accruals**

- (a) An Employee has an excessive leave accrual if the Employee has accrued more than eight weeks' paid annual leave.
- (b) If an Employee has an excessive annual leave accrual, then the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive annual leave accrual.
- (c) Clause 52.7 sets out how the Employer may direct an Employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 52.8 sets out how an Employee who has an excessive leave accrual may require the Employer to grant paid annual leave requested by the Employee.

### **52.7 Excessive leave accruals: Direction by Employer**

- (a) If the Employer has genuinely tried to reach agreement with an Employee under cl.52.6(b) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of annual leave.
- (b) However, a direction by the Employer under cl.52.7(a):
  - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlements to paid annual leave being less than six weeks when any other paid annual leave arrangement (whether made under cl.52.6, 52.7 or 52.8 or otherwise agreed by the Employer and the Employee) are taken into account; and
  - (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the Employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangements agreed by the Employer and the Employee.

- (c) The Employee must take paid annual leave in accordance with a direction under cl.52.7(a) that it is in effect.
- (d) An Employee to whom a direction has been given under cl.52.7(a) may request to take a period of paid annual as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in cl.52.7(d) may result in the direction ceasing to have effect (refer to cl.52.7(b)(i)).

Note 2: Under s.88(2) of the Act, the Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

## **52.8 Excessive annual leave accruals: Request by Employee**

- (a) If an Employee has genuinely tried to reach agreement with the Employer under cl.52.6(b) but agreement is not reached (including because the Employer refuses to confer), then the Employee may give a written notice to the Employer requesting to take on or more periods of paid annual leave.
- (b) However, an Employee may only give a notice to the Employer under cl.52.8(a) if:
  - (i) the Employee has had an excessive leave accrual for more than six months at the time of giving the notice; and
  - (ii) the Employee has not been given a direction under cl.52.7(a) that, when any other paid annual leave arrangements (whether made under cl.52.6, 52.7 or 52.8 or otherwise agreed by the Employer) are taken into account, would eliminate the Employee's excessive annual leave accrual.
- (c) A notice given by an Employee under cl.52.8(a) must not:
  - (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than six weeks when any other paid annual leave arrangements (whether made under cl.52.6, 52.7 or 52.8 or otherwise agreed by the Employer and the Employee) are taken into account; or
  - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the Employee to take a period of annual leave beginning less than eight weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the Employer and the Employee.
- (d) An Employee is not entitled to request by notice under cl.52.8(a) more than four weeks' paid annual leave in any period of 12 months.
- (e) The Employer must grant paid annual leave requested by a notice under cl.52.8(a).

## 53. Leave without pay during non-term weeks

### 53.1 Arrangements

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

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

### 53.2 Calculating annual salary for a GS Employee on leave without pay during Non-term weeks

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

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

Where:

**A** means the Employee's adjusted annual salary

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

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

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



### **53.3 Base rate of pay**

For the purposes of the NES, the base rate of pay of a GS Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule E (General Staff Salaries) and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

## **54. Penalty rates**

### **54.1 Definitions**

The following shift definitions apply:

- (a) **day shift** is a shift which starts and finished wholly within the spread of ordinary hours identified in cl.46.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.46.3, and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and finishes after midnight and at or before the commencement of the relevant spread of ordinary hours identified in cl.44.3, which may be varied by cl.46.3.

### **54.2 Payment for shiftwork**

- (a) A GS Employee working an afternoon shift or a night shift will be paid **115%** of the minimum hourly rate.
- (b) A GS Employee working a permanent night shift will be paid **130%** of the minimum hourly rate.

### **54.3 Saturday and Sunday work**

A GS Employee required to work ordinary hours on a Saturday or Sunday will be paid the following:

- (a) 150% of the minimum hourly rate for ordinary hours worked on a Saturday; and
- (b) 200% of the minimum hourly rate for ordinary hours worked on a Sunday.

### **54.4 Broken shifts**

- (a) A GS Employee, other than a casual GS Employee, rostered to work ordinary hours in a broken shift, will be paid **115%** of the minimum hourly rate with a minimum payment as for two hours for each period of duty.
- (b) The broken shift penalty under cl.54.4(a) is in addition to any other applicable penalty under cl.54.2 (Payment for shiftwork), cl.54.3 (Saturday and Sunday work) and cl.55 (Overtime).
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12-hour spread will be paid for as overtime.

**54.5 Application of highest single penalty or overtime rate**

The penalty rates within cl.54.2 (Payment for shiftwork) relating to afternoon and night shifts, and cl.54.3 (Saturday and Sunday work) and in cl.55 (Overtime) are not cumulative. Where a GS Employee is entitled to more than one penalty or overtime rate, the GS Employee will be entitled to the highest single penalty rate.

**55. Overtime**

**55.1 Definition of overtime**

Overtime is any authorised work performed outside of or in excess of the ordinary or rostered hours.

**55.2 Overtime rates**

- (a) Where a GS Employee works overtime, the Employer must pay the GS Employee overtime rates as follows:

<b>For overtime worked on</b>	<b>Overtime rate % of minimum hourly rate</b>
Monday–Saturday – first 3 hours	150
Monday to Saturday – after 3 hours	200
Sunday	200
Public holidays	250

- (b) Overtime will be calculated daily.

**55.3 Reasonable additional hours – part-time GS Employees**

- (a) The Employer may require a part-time GS Employee to work reasonable additional hours in accordance with this clause.
- (b) The GS Employee will be paid for all additional hours at the applicable casual hourly rate of pay for all hours worked that:
- (i) fall within the applicable daily spread of hours in cl.46.3;
  - (ii) do not result in the GS Employee working more than eight hours on that day; and
  - (iii) do not result in the GS Employee whose hours are averaged working more than the allowed maximum weekly ordinary hours during the averaging period.
- (c) The GS Employee will be paid for all additional hours at the applicable overtime rate in cl.55.2 (Overtime rates) for all hours worked that:
- (i) are outside the applicable daily spread of hours in cl.46.3; and
  - (ii) result in the GS Employee working more than eight hours on that day, or

- (iii) result in the GS Employee whose hours are averaged, working more than the allowed maximum weekly ordinary hours during the averaging period.
- (d) Where additional hours are worked on a day the GS Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (e) Additional hours worked by a part-time GS Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

**55.4 Time off instead of payment for overtime**

- (a) A GS Employee and the Employer may agree in writing to the GS Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the GS Employee.
- (b) Any amount of overtime that has been worked by a GS Employee in a particular pay period and that is to be taken as time off instead of the GS Employee being paid for it must be the subject of a separate agreement under cl.55.4(c).
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the Employer and the GS Employee agree that the GS Employee may take time off instead of being paid for the overtime;
  - (iii) that, if the GS Employee requests at any time, the Employer must pay the GS Employee for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in cl.55.4(c)(iii) must be made in the next pay period following the request.
- (d) The period of time off that a GS Employee is entitled to take is the same as the number of overtime hours worked.
- (e) Time off must be taken:
  - (i) within the period of six months after the overtime is worked; and
  - (ii) at a time or times within that period of six months agreed by the GS Employee and the Employer.
- (f) If the GS Employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, the Employer must pay the GS Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If the time off for overtime that has been worked is not taken within the period of six months mentioned in cl.55.4(e), the Employer must pay the GS Employee for the overtime, in the next pay period following those six months, at the overtime rate applicable to the overtime when worked.

- (h) The Employer must keep a copy of any agreement under cl.55.4 as an employee record.
- (i) The Employer will not exert undue influence or undue pressure on a GS Employee in relation to a decision by the GS Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) A GS Employee may, under s.65 of the Act, request to take time off, at a time or times, specified in the request or to be subsequently agreed by the Employer and the GS Employee, instead of being paid for overtime worked by the GS Employee. If the Employer agrees to the request, then cl.55.4 will apply, including the requirement for separate written agreements under cl.55.4(b) for overtime that has been worked.

Note: If a GS Employee makes a request under s.65 of the Act for a change in working arrangements, the Employer may only refuse that request on reasonable business grounds (see s.65(5) of the Act).

- (k) If, on the termination of the GS Employee's employment, time off for overtime worked by the GS Employee to which cl.55.4 applies has not been taken, the Employer must pay the GS Employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under s.345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under cl.55.4.

### **55.5 Make-up time**

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

## **56. Termination of employment**

### **56.1 Notice of termination by the Employer**

The Employer is required to provide notice of termination of employment in accordance with the NES (s.117 of the Act) except that the Employer is not required to provide notice of termination of employment to a GS Employee identified in ss.123(1) and 123(3) of the Act.

### **56.2 NES notice of termination**

- (a) The Employer is required to give the GS Employee notice of termination of employment in accordance with the following table.

<b>GS Employee's period of continuous service with the Employer at the end of the day the notice is given</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks

## Northside Christian College Agreement 2019

More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If the GS Employee is over 45 years old and has completed at least two years of continuous service with the Employer at the end of the day the notice is given, the Employer is required to increase the period of notice by one week.
- (c) The Employer may provide payment instead of notice or provide part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equal the required notice.

### 56.3 Notice of termination by a GS Employee

- (a) The notice of termination required to be given by a GS Employee is the same as that required of an Employer in cl.56.2(a).

Note. There is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

- (b) If a GS Employee who is at least 18 years old does not give the period of notice required under cl.56.3(a), then the Employer may deduct from monies and benefits due to the GS Employee under this Agreement, an amount not exceeding the amount the GS Employee would have been paid under this Agreement or the NES in respect of the period of notice required by this clause less any period of notice not actually given by the GS Employee.
- (c) If the Employer has agreed to a shorter period of notice than that required under cl.56.3(a), then no deduction can be made under cl.56.3(b).

### 56.4 Job search entitlement

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

## Schedule A — Teacher Classifications

### A.1 Duties of a Teacher

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

### A.2 Recognition of previous service

**A.2.1** On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule B (Teacher Salaries), according to qualifications and teaching experience. **Teaching experience** does not include employment as a teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or as a teacher in an English Language School.

**A.2.2** Service as a part-time Teacher will normally accrue on a pro rata basis according to the percentage of a full-time teaching load undertaken in any year, provided that where the hours are more than 90% of a full-time load, service will count as a full-time year.

**A.2.3** Service as a part-time Teacher will accrue as follows:

- (a)** a Teacher with a teaching load of more than 0.5 FTE will progress to the next level on the salary scale after completing 12 months' continuous service;
- (b)** a Teacher with a teaching load of 0.5 FTE or less will progress to the next level on the salary scale after completing 24 months' continuous service.

**A.2.4** In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

### A.3 Evidence of qualifications

**A.3.1** On engagement, the Employer may require that the Teacher provide documentary evidence of qualifications and teaching experience. If the Employer considers that the Teacher has not provided satisfactory evidence, and advises the Teacher in writing to this effect, then the Employer may decline to recognise the relevant qualifications or experience until such evidence is provided. Provided that the Employer will not unreasonably refuse to recognise the qualifications or teaching experience of a Teacher.

**A.3.2** Where a Teacher has completed further teaching experience with another employer (for example during unpaid leave) or additional qualifications after the commencement of employment with the Employer, the Teacher will be entitled to be classified accordingly and back paid from the date of completion of the experience or qualifications, provided the Teacher provided satisfactory evidence to the Employer within three months of completion. In all other cases, the Teacher will be classified and paid from the date satisfactory evidence is provided.

### A.4 Progression

**A.4.1** A Teacher, who is a VIT-registered teacher with a four-year approved training course beyond secondary school and including teacher training, will commence on Level 1 of the salary scale in Schedule B (Teacher Salaries) and, subject to Sch.A.2.3, will

## Northside Christian College Agreement 2019

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.

- A.4.2** A Teacher, who is a VIT-registered teacher with a five-year approved training course beyond secondary school and including teacher training, will commence on Level 2 of the salary scale in Schedule B (Teacher Salaries) and progress according to Sch.A.2.3 to Level 11 of the scale.

## Schedule B— Teacher Salaries

### B.1 Annual rate of pay

The annual rate of pay for a full-time Teacher will be determined in accordance with cl.38 (Classifications) and Schedule A (Teacher Classifications) and will be not less than the rate of pay prescribed by the following table.

Level	Annual Rate of Pay From the first pay period coming on or after					
	1 February 2019 \$	1 October 2019 \$	1 February 2020 \$	1 October 2020 \$	1 February 2021 \$	1 October 2021 \$
1	66,069	67,541	68,216	69,736	70,434	72,003
2	68,507	70,033	70,734	72,310	73,033	74,660
3	69,992	71,552	72,267	73,877	74,616	76,278
4	73,663	75,304	76,057	77,752	78,529	80,278
5	76,374	78,075	78,856	80,613	81,419	83,233
6	78,724	80,478	81,282	83,093	83,924	85,794
7	82,115	83,944	84,784	86,672	87,539	89,489
8	84,969	86,851	87,720	89,674	90,571	92,588
9	88,287	90,254	91,157	93,187	94,119	96,216
10	91,545	93,584	94,520	96,626	97,592	99,766
11	99,033	101,239	102,251	104,529	105,574	107,926

### B.2 Weekly and fortnightly rates of pay

The weekly rate of pay for a Teacher is calculated by dividing the annual rate of pay by 52.18 and the fortnightly rate of pay is calculated by dividing the annual rate of pay by 26.09.

### B.3 Annual Leave Loading

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

### B.4 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with the provisions of cl.35.4.



**Northside Christian College Agreement 2019**

**B.5 Casual Teacher**

- B.5.1** The rate of pay for a casual Teacher will be not less than \$1.00 more than the rate of pay specified by c.14.5 of the *Educational Services (Teachers) Award 2010* (or its successor).
- B.5.2** Provided that a casual Teacher will be paid for a minimum of half a day, where a day is the usual required attendance time for a Teacher at the School and a half day is half the usual required attendance time.

## Schedule C — Teacher Allowances

### C.1 Positions of leadership

#### C.1.1 Eligibility

- (a) The Principal determines the positions of leadership.
- (b) A time allowance will be provided for all positions, with a leadership allowance provided for positions classified at Levels A, B or C.
- (c) A leadership allowance is linked to a position of leadership rather than tied to an individual Teacher.
- (d) Where a position of leadership is shared, the leadership allowance may also be shared.
- (e) A leadership allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.

#### C.1.2 Positions of leadership structure

Level	General Description
O	Time allowance only, for taking responsibility for a specific project or activity, e.g. running SRC
A	Leadership role with no direct reports, e.g. E Learning Coordinator
B	Leadership role with direct reports who does not directly report to the Principal
C	Leadership role with direct reports who directly reports to the Principal, e.g. Director of Primary Learning, Middle School or Senior School

#### C.1.3 Allowances

Level	Allowances		
	From the first pay period commencing on or after 1 February		
	2019	2020	2021
	\$	\$	\$
A	2,025	2,090	2,158
B	4,754	4,909	5,068
C	9,947	10,270	10,604

#### C.1.4 Notification

The Principal will provide written advice to a Teacher in receipt of an allowance of the position, its tenure, the duties required and the allowance to be paid.

## Schedule D— General Staff Classifications

### D.1 Definitions

#### D.1.1 Definition 1: Supervision

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

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

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

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

#### D.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

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

(b) **Trade certificate**

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

(c) **Post-trade certificate**

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

(d) **Certificates I and II**

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

(e) **Certificate III**

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

**(f) Certificate IV**

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

**(g) Diploma**

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

**(h) Advanced diploma**

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

**(i) Degree**

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

**(j) Postgraduate degree**

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

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

**D.1.3 Definition 3: Classification dimensions**

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an Employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

**(c) Level of supervision**

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

**(d) Training level or qualifications**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring

skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment.

**D.2 Classifications**

**D.2.1 Level 1**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

The Employee follows standard procedures in a predefined order. The Employee resolves problems where alternatives for the Employee are limited and the required action is clear or can be readily referred to a more senior Employee.

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

**(e) Typical activities**

**(i) Classroom support services grade 1**

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

**(ii) School operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Moving furniture and equipment
- Assisting trades personnel with manual duties
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- *Occupational equivalent:* grounds/maintenance assistant, handyperson, attendant, trades assistant

**D.2.2 Level 2**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

- (i)** Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- (ii)** An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**(c) Level of supervision**

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

**(d) Training level or qualifications**

Level 2 duties typically require:

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

**(e) Typical activities**

**(i) Classroom support services grade 2**

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

**(ii) Curriculum/resources services grade 1**

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances



- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

**(iii) School operational services grade 2**

- Undertaking general gardening tasks including the preparation and planting procedures
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- *Occupational equivalent:* gardener

**D.2.3 Level 3**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

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

**(e) Typical activities**

**(i) Classroom support services grade 3**

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

**(ii) Curriculum/resources services grade 2**

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

### Northside Christian College Agreement 2019

- Teaching audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with Teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

#### **(iii) School operational services grade 3**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases, this will involve familiarity with the work of other trades or require further training.
- *Occupational equivalent:* tradesperson

**D.2.4 Level 4**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

- (i)** completion of a diploma level qualification with relevant work-related experience;
- (ii)** completion of a Certificate IV with relevant work experience;
- (iii)** completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv)** completion of a Certificate III with extensive relevant work experience; or
- (v)** an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Curriculum/resources services grade 3**

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with Teachers on curriculum matters
- Assisting careers advisor/counsellor
- *Occupational equivalent:* senior technician in a library, laboratory or technology centre, careers placement officer

**(ii) School operational services grade 4**

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

**(iii) Chaplaincy services**

- Work as a member of the school's wellbeing team in the delivery of student wellbeing services
- Contribute to improving student engagement and connectedness
- Provide pastoral care and guidance to students
- Operate within the school community and with external providers
- Provide support in areas such as student attendance, engagement and mental health
- *Occupational equivalent:* Chaplain

**D.2.5 Level 5**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

- (i)** completion of a degree without subsequent relevant work experience;
- (ii)** completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii)** completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv)** completion of a Certificate IV and extensive relevant work experience;
- (v)** completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi)** an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Curriculum/resources services grade 4**

- Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level

- *Occupational equivalent:* professional assistant

**(ii) School operational services grade 5**

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

**D.2.6 Level 6**

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

**(a) Competency**

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

**(b) Judgment, independence and problem solving**

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**School operational services grade 6**

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



**Schedule E— General Staff Salaries**

**E.1 Annual rates of pay**

The Employer will pay a full-time adult GS Employee not less than the annual rate of pay specified for the GS Employee’s classification prescribed by the following table.

Level	Annual Rate of Pay From the first pay period commencing on or after					
	1 February 2019 \$	1 October 2019 \$	1 February 2020 \$	1 October 2020 \$	1 February 2021 \$	1 October 2021 \$
<b>Level 1</b>						
1.1	44,387	45,335	45,788	46,808	47,277	48,330
1.2	46,047	47,073	47,543	48,602	49,089	50,182
1.3	47,728	48,791	49,279	50,377	50,881	52,014
<b>Level 2</b>						
2.1	48,100	49,172	49,663	50,770	51,277	52,420
2.2	49,601	50,706	51,213	52,354	52,878	54,056
<b>Level 3</b>						
3.1	50,222	51,340	51,854	53,009	53,539	54,732
3.2	51,121	52,260	52,783	53,958	54,498	55,712
<b>Level 4</b>						
4.1	53,013	54,194	54,736	55,955	56,515	57,774
4.2	55,668	56,908	57,477	58,758	59,345	60,667
<b>Level 5</b>						
5.1	57,473	58,754	59,341	60,663	61,270	62,635
5.2	60,228	61,569	62,185	63,570	64,206	65,636
<b>Level 6</b>						
6.1	62,386	63,776	64,414	65,849	66,507	67,989
6.2	66,635	68,120	68,801	70,334	71,037	72,620

**E.2 Weekly and fortnightly rates of pay**

The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18 and the fortnightly rate of pay is calculated by dividing the annual rate of pay by 26.09.

**E.3 Commencement level and progression**

- (a) Where there is more than one minimum pay point for a classification level, GS Employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period, following a performance review which the Employer will complete before the end of the 12-month period.
- (b) Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.
- (c) The commencement level for a GS Employee will be as follows:

<b>Classification</b>	<b>Commencement level</b>
School operations services grade 1	Level 1.1
Classroom support services grade 1	Level 1.3
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
School operational services grade 2	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
School operational services grade 3	
Curriculum/resources services grade 3	Level 4.1
School operational services grade 4	
Chaplaincy services	
Curriculum/resources services grade 4	Level 5.1
School operational services grade 5	
School operational services grade 6	Level 6.1

## Schedule F— Long Service Leave

**Note: The *Long Service Leave Act 2018* (Vic) has replaced the *Long Service Leave Act 1992* (Vic) from 1 November 2018.**

### G.1 Teacher

A Teacher who would have been employed as a teacher pursuant to the *Victorian Independent Schools – Teachers – Award 1998* (AW802001CRV) if employed prior to 1 January 2010 is entitled to long service leave in accordance with cl.27 - Long service leave.

#### Clause 27 – Long service leave

##### 27.1 Preamble

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

##### 27.2 Entitlement

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

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

##### 27.3 Termination of employment

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

**27.3.2** **[Note: The Employer will not apply this clause.]** A teacher who has completed at least 7 but less than 10 years of continuous employment with the employer and whose employment is terminated for any cause other than by the employer for serious misconduct, is entitled to such amount of long service leave as equals one-fortieth of the period of the teacher's continuous employment.

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

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

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

## Northside Christian College Agreement 2019

### **27.4 Payment in lieu**

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

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

### **27.5 Illness on long service leave**

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

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

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

### **27.6 Mode of employment and payment**

**27.6.1** A teacher whose service has been

- all full-time or
- all at the same part-time fraction

is paid during long service leave at the teacher's normal salary.

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

#### **(a) Service prior to 1 February 1997**

- (i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;
- (ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment to current full-time weekly hours;
- (iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;
- (i) if a teacher can show that the teacher's average weekly hours over the whole of the teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

**(b) Service from 1 February 1997**

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

**27.7 Exceptions**

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

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

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

**G.2 General Staff Member**

A General Staff Member, other than a General Staff Member to whom Sch.G.3 applies is entitled to long service leave in accordance with the *Long Service Leave Act 1992* (Vic.).

**G.3 General Staff Member – School Assistant**

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

Cl.26 – Long service leave is as follows.

**26. Long service leave**

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

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

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

EXECUTED as an agreement this 20th day of September 2019

**EMPLOYER REPRESENTATIVE**

Signed: 

Date: 20/09/2019

Name in full (printed): Damian Higgins

Position title: Principal

Authority to sign explained: Authorised Bargaining Representative of the Employer & CEO

Address: 31 McLeans Road, Bundoora, Victoria, 3083

Witnessed by: 

Witness name in full: James Eynaud

Witness address: 31 Mcleans Road, Bundoora, Victoria, 3083

**EMPLOYEE REPRESENTATIVE**

Signed: 

Date: 20/09/2019

Name in full (printed): James Eynaud

Position title: Secondary Teacher

Authority to sign explained: Employee Bargaining Representative

Address: 31 McLeans Road, Bundoora, Victoria, 3083

Witnessed by: 

Witness name in full: Damian Higgins

Witness address: 31 McLeans Road, Bundoora, Victoria, 3083