



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Mary's Coptic Orthodox College
(AG2017/3888)

ST MARY'S COPTIC ORTHODOX COLLEGE AGREEMENT 2017

Educational services

DEPUTY PRESIDENT GOSTENCNIK

PERTH, 21 FEBRUARY 2018

Application for approval of the St Mary's Coptic Orthodox College Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *St Mary's Coptic Orthodox College Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St Mary's Coptic Orthodox College. The agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement was approved on 21 February 2018 and, in accordance with s.54, will operate from 28 February 2018. The nominal expiry date of the Agreement is 31 December 2019.



DEPUTY PRESIDENT

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Annexure A

19 February 2018

Fair Work Commission
11 Exhibition Street
Melbourne Vic 3000
via email: member.assist@fwc.gov.au

Dear Deputy President Gostencnik,

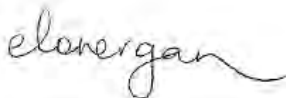
AG2017/3888 – Application for approval of the St Mary's Coptic Orthodox College Agreement 2017 (the Agreement)

St Mary's Coptic Orthodox College makes the following undertakings:

That where an employee and the employer do not agree to time off in lieu in accordance with cl.48 of the Agreement, an employee can elect to be paid overtime at the rates prescribed by cl.27(1)(a) of the *Educational Services (Schools) General Staff Award 2010*, or the relevant successor clause in the relevant successor award.

Further, where employment ends and the employee has any time off in lieu accrued under cl.48 of the Agreement, the employee will be paid overtime at the rates prescribed by cl.27(1)(a) of the *Educational Services (Schools) General Staff Award 2010*, or the relevant successor clause in the relevant successor award.

Yours sincerely



Elizabeth Lonergan
Principal



St Mary's Coptic Orthodox College Agreement 2017

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

PART 1

APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement is to be known as the St Mary's Coptic Orthodox College Agreement 2017 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172 (2) of the *Fair Work Act 2009* (Cth.) (*the Act*).

2. ARRANGEMENT

This Agreement is arranged as follows:

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School Support Employees	
Classification Structure (School Support Employees)	3A
Salaries (School Support Employees with Non- Term Weeks)	3B
Salaries (Education Support Employees with Annual Leave)	3C

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where the Agreement passes the Better Off Overall Test the Agreement will come into operation 7 days after being approved by the Fair Work Commission in accordance with s.54.
- 3.2 The nominal expiry date of the Agreement is 31 December 2019.

4. PARTIES BOUND

- 4.1 This Agreement binds:
- i. the Employer;
 - ii. Teachers, including Permission to Teach Teachers;
 - iii. Education Support Employees
 - iv. School Support Employees
 - v. Deputy Principals
 - vi. Independent Education Union
- 4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement apply to Employees as specified.

5. RELATIONSHIP TO AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS

- 5.1 This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.
- 5.2 To the extent that a term of this Agreement is detrimental to an Employee in any respect, when compared to an entitlement of the Employee under the National Employment Standards (NES), the term of this Agreement has no effect.

6. DEFINITIONS

Act	means the <i>Fair Work Act 2009 (Cth)</i> or its successor
Award	means the following: <ul style="list-style-type: none"> • <i>Educational Services (Teachers) Award 2010</i>; • <i>Educational Services (Schools) General Staff Award 2010</i>; and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Casual Employee	means an Employee employed pursuant to clause 10 of this Agreement
College	means the St Mary's Coptic Orthodox College
Continuous Service	A period of service by a national system employee with his or her national system employer is a period during which the employee is employed by the employer, but does not include any period (an excluded period) that does not count as service because of subsection (2). See <i>Fair Work Act 2009 – Section 22</i>
Principal	means Principal of St Mary's Coptic Orthodox College or his or her nominee
Deputy Principal	means a Deputy Principal of St Mary's Coptic Orthodox College or his or her nominee
Education Support Employee	means a person who is ancillary to the process of teaching and includes school counsellors, guidance officers, curriculum advisers, audio visual technicians, audio visual coordinators, laboratory technicians, laboratory managers, library technicians, librarians, special education personnel, ethnic community and multicultural advisers, integration aides, school marshals, community information officers, computer and mathematics laboratory assistants, faculty administrators, extension education coordinators and teacher aides, finance, clerical and administration employees, business managers, human resource managers, and an Employee with accounting responsibilities who is eligible for membership of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants, the Association of Taxation and Management Accountants or the National Institute of Accountants
Employee	means a person covered by this Agreement
Employer	means the St Mary's Coptic Orthodox College ABN 31 012 194 762

Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
FWC	means the Fair Work Commission
Fixed Term Employee	means an Employee employed pursuant to clause 10 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 10 of this Agreement.
Immediate Family	means the definition of immediate family in the <i>Fair Work Act 2009 (Cth)</i> "
NES	means Part 2-2 of the Act (National Employment Standards)
Non-Term Weeks	means periods of time that fall outside of School Terms and include periods designated as school holidays, which will be no less than the school holiday periods as mandated by the Victorian government for Victorian Government schools
Part Time Employee	means an Employee employed pursuant to clause 10 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2011 (Vic.)</i>
Registered Health Practitioner	means a person registered under the <i>Health Practitioners Regulation National Law (Victoria) Act 2009</i>
Registered Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the medical board of Australia.
School	means St Mary's Coptic Orthodox College ABN 31 012 194 762 trading as St Mary's Coptic Orthodox College
School Holidays	means Non Term Weeks, as defined for Employees. School holidays for Employees are different to school holidays for students due to student-free days at the beginning of, or prior to, Terms and at the end of Term 4, which are defined to be included in School Term Weeks for Employees
School Support Employee	means a person who supports the other services of a school, including but not limited to: construction, plumbing, carpentry, painting and other trades, cleaning and maintenance, facility management, security, caretaking, gardening, turf management, retailing in canteens, bookshops and uniform shops, cooking/catering, housekeeping, laundry and domestic duties.

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

7. DISPUTE RESOLUTION PROCEDURE

7.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

7.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term

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

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

7.5 The FWC may deal with the dispute in 2 stages:

7.5.1 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

7.5.2 If the FWC is unable to resolve the dispute at the first stage, the FWC may then:

- (a) arbitrate the dispute; and
- (b) 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.

- 7.6 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 7.7 While the parties are trying to resolve the dispute using the procedures in this term:
- 7.7.1 An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - 7.7.2 An Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (a) the work is not safe; or
 - (b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (c) the work is not appropriate for the employee to perform; or
 - (d) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 7.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

8. FLEXIBILITY AGREEMENTS

- 8.1 An Employer and Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 8.1.1 the Agreement deals with 1 or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) allowances.
 - 8.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 8.1.1; and
 - 8.1.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- 8.2.1 are about permitted matters under section 172 of *the Act 2009*; and
 - 8.2.2 are not unlawful terms under section 194 of *the Act 2009*; and
 - 8.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 8.3 The Employer must ensure that the individual flexibility arrangement:
- 8.3.1 is in writing; and
 - 8.3.2 includes the name of the Employer and Employee; and

- 8.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 8.3.4 includes details of:
- (a) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) 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
- 8.3.5 states the day on which the arrangement commences.
- 8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.
- 8.6 The Employee is entitled to a representative of his or her choice for the purposes of negotiating a flexibility agreement under this clause.

9. NO FURTHER CLAIMS

The parties to this Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement except where specifically provided for.

10. MODES OF EMPLOYMENT

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

Full Time Employee

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

Part Time Employee

- 10.3 The Employer may employ an Employee on a part time basis in accordance with this Agreement.
- 10.4 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a variation occurs. The Employer will set out in writing the duties to be

undertaken for the Part Time employee. In addition, for Part Time Teachers, the number of hours (including face-to-face teaching hours) required to be undertaken will also be set out in writing.

- 10.5 An Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full Time Employee and is entitled to all entitlements on a pro rata basis on the specified hours in clause 10.4.
- 10.6 A Part Time Employee will undertake a proportionate number of other duties normally expected of a Full Time Employee.

Fixed Term Employee

- 10.7 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
- to replace one or more Employees who are on leave;
 - to undertake a specified project for which funding has been made available;
 - to undertake a specified task which has a limited period of operation; or
 - to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- 10.8 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.
- 10.9 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- the reason for the fixed nature of the employment;
 - the date of commencement of the employment;
 - the benefits which are applicable under this Agreement; and
 - the rights of any Employee being replaced.
- 10.10 Subject to clause 11, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or where an Employee is replacing an Employee on parental leave in accordance with the appropriate notice of termination provisions in clauses 40, 45, or 52, except where notice extends beyond expiry of contract.
- 10.11 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
- redundancy.

Casual Employee

- 10.12 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

- 10.13 A Casual Teacher is entitled to the rate of pay specified in Schedule 1B. This rate of pay includes a 25% loading in lieu of paid leave entitlements. A Casual Employee, other than a Casual Teacher, is entitled to be paid an hourly rate of 1/38th of the weekly rate of pay for the Employee's classification plus 25%.
- 10.14 The Employer will engage a Casual Teacher for a full day or a half day.
- 10.15 A Casual Employee is not entitled to any of the following benefits under this Agreement:
- notice of termination of employment
 - redundancy
 - remuneration packaging
 - annual leave
 - school holidays
 - leave loading

 - paid personal/carer's leave
 - paid compassionate leave
 - accident make-up pay
 - paid parental leave
- 10.16 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- 10.17 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.
- 10.18 An Employer must not employ a Casual Education Support Employee or Casual School Support Employee, for longer than two consecutive school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

PART 2

CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

11. MINIMUM EMPLOYMENT PERIOD

- 11.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum period.
- 11.2 If the Employer is to terminate the minimum employment period of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 40, 45 or 52 and does not need to comply with any due process or performance management policies or procedures in place from time to time.
- 11.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<u>Employee</u>	<u>Period of Notice</u>
Teacher	7 weeks' notice wholly within the one school term
Education Support Employees and School Support Employees	4 weeks' notice wholly within the one school term
Deputy Principals	10 weeks' notice

- 11.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 11.3 above.

12. REMUNERATION PACKAGING

- 12.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the

form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

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

13. SUPERANNUATION

The Employer will make an Employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating Employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Non-Government Schools Superannuation Fund Pty Ltd.

14. PAYMENT ARRANGEMENTS

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

16. PERSONAL/CARER'S LEAVE

Personal/carer's leave is in accordance with the NES except where more favourable terms are provided in this Agreement.

- 16.1 This clause does not reproduce the NES in full.

Entitlement

- 16.2 An Employee is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 16.3 For a Full Time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A Part Time is entitled to paid personal/carer's leave on a pro rata basis based on specified hours in clause 10.3 or 48.
- 16.4 Paid personal leave is taken by the Employee because of a personal illness or injury.
- 16.5 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.
- 16.6 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.

16.7 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.

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

16.9 An Employee is entitled to personal leave provided that:

- (a) the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- (b) the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday or the first or last day of a School Term Week (as defined by the Employer for Employees) to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- (c) the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

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

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

17. COMPASSIONATE LEAVE

Compassionate leave is in accordance with the NES except where more favourable terms are provided in this Agreement.

17.1 This clause does not reproduce the NES in full.

Entitlement

- 17.2 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- 17.3 This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.
- 17.4 The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

18. FAMILY VIOLENCE LEAVE

Definition

- 18.1 For the purpose of this clause, family violence is defined by the *Family Violence Protection Act 2008* (Vic) (Act). Under this Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour:

- (a) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

Leave entitlement

- 18.2 An employee experiencing family violence is entitled to five days per year of paid family violence leave for the purpose of:
- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner; or
 - (b) relocation or making other safety arrangements; or
 - (c) other activities reasonably associated with the experience of family violence.
- 18.3 Family violence leave may be taken as consecutive or single days or as fraction of a day (i.e., half day or quarter day).
- 18.4 Family violence leave is not cumulative from year to year.
- 18.5 The Employer has discretion to provide additional family violence leave.

Notice and Evidentiary Requirements

- 18.6 The Employee shall give notice to the Employer as soon as reasonably practicable of the employee's request to take family violence leave.
- 18.7 If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 18.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the employee may provide a statutory declaration.
- 18.8 The Employer must take all reasonable measures to ensure that any personal information provided by the Employee to the employer concerning an employee's experience of family violence is kept confidential. No evidence will be kept on the Employee's file without their express permission, however, the Employer will place a note on the file outlining the dates of any family violence leave taken and, if appropriate, confirming that evidence was witnessed.

19. INFECTIOUS DISEASES LEAVE

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

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.

- 19.2 The Employee must, at the request of the Employer, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

20. PUBLIC HOLIDAYS

- 20.1 An Employee is entitled to public holidays as specified in the NES and as gazetted by the Victorian Government from time to time.

- 20.2 Public holidays that occur during a period of leave for Employees in accordance with 45 or 50 do not create an additional entitlement.
- 20.3 In addition to the Public Holidays provided for under 20.1, Employees will be provided with holidays for Orthodox Coptic Great Thursday and Good Friday when these days do not coincide with Non-Term Weeks.
- 20.4 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 20.5 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 20.6 An agreement made in accordance with 20.4 or 20.5 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

21. UNPAID PARENTAL LEAVE

Parental leave is in accordance with the NES except where this Agreement provides more favourable terms or conditions.

Basic entitlement

- 21.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 24 months' unpaid parental leave in relation to the birth or adoption of a child. This includes:
- . up to 104 weeks of unpaid parental leave to be the primary care-giver of the child.

Concurrent Leave

- 21.2 An Employee, who is a member of an Employee couple, where each of the Employees intends to take unpaid parental leave, is entitled to take concurrent leave, which is taken at the same time that the Employee, who has responsibility for the care of the child has taken leave:
- (a) for up to eight weeks during the 12 months after the date of birth or day of placement of the child;
 - (b) with the leave to commence no earlier than the date of birth of the day of placement on the child, unless the Employer agrees to different arrangements;
 - (c) with the leave taken in one continuous period or in separate periods, with each period not being less than two weeks, unless the Employer otherwise agrees.

Notice and Evidence

- 21.3 An Employee must give his or her Employer written notice of the taking of unpaid parental leave:
- (a) at least 10 weeks before starting the leave, or
 - (b) if the leave is concurrent leave and is a second or subsequent period of concurrent leave, 4 weeks before the start of the second or subsequent period of concurrent leave; or
 - (c) if it is not practicable to provide notice in accordance with (a) or (b) as soon as practicable.
- 21.4 At least 4 weeks before the intended start date of the leave the Employee must confirm the start and end date of the intended leave or advise of any changes to the intended start and end date; unless it is not practicable to do so.
- 21.5 An Employee who has given his or her employer notice of taking unpaid parental leave must if required by the Employer, provide evidence that would satisfy a reasonable person
- (a) if the leave is birth related leave – of the date of birth of the child, or the expected date of the birth of the child; or
 - (b) if the leave is adoption related leave- of the day of placement or the expected day of placement.

Right to request

21.6 Part Time Work

- (a) Subject to 21.6 (b), an Employee entitled to parental leave pursuant to the provisions of the Agreement may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application pursuant to sub clause 21.6(a) must be made as soon as possible but no less than four (4) weeks prior to the date upon which the Employee is due to return to work from parental leave.

21.7 Request to be considered

- (a) The Employer shall consider any request made pursuant to sub clause 21.6 (a) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on

reasonable grounds related to the effect on the workplace or the Employer's business.

- (b) An Employee's request and the Employer's decision made pursuant to sub clause 21.6 (a) must be recorded in writing.
- (c) In the event that a dispute arises concerning this clause, the parties will utilise clause 7 Dispute Resolution Procedure in this Agreement

22. PAID PARENTAL LEAVE

- 22.1 Where an Employee is granted unpaid parental leave in accordance with the Agreement to be the primary caregiver of a child, an Employee is entitled to paid parental leave:
- 22.2 An eligible Employee shall be entitled to fourteen weeks' paid parental leave provided that the Employee takes a minimum of fourteen weeks' unpaid parental leave.
 - 22.2.1 Paid parental leave is paid at the Employee's ordinary rate of pay for the Employer's ordinary hours of work for the pre-parental leave position. The Employee is entitled to be paid what the Employee would have been paid the Employee been at work during that period, including any pay increases as a result of incremental progression or otherwise.
- 22.2 An employee taking parental leave may take only one form of paid leave at a time.
- 22.3 The employee is entitled to superannuation contributions in respect of paid parental leave.
- 22.4 During the period of time that an Employee is in receipt of paid parental leave under 22.1, an Employee is entitled to accrue Annual Leave and Long Service Leave, as defined by the Agreement, and Personal/Carer's Leave, in accordance with clause 16 – Personal/Carer's Leave of this Agreement.
- 22.6 Where an Employee is granted concurrent leave at the time of the birth of a child or placement of a child for adoption in accordance with 21.1 of this Agreement, an Employee is entitled to a parental leave at the Employee's ordinary rate of pay for up to one week of the short partner or short adoption leave. The five days may be taken in up to two separate periods.
- 22.7 An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further period of parental leave pursuant to 22.2.
- 22.8 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 22.2.

23. COMMUNITY SERVICE LEAVE

Community service leave is provided for in the NES.

24. LONG SERVICE LEAVE

- 24.1 An Employee is entitled to long service leave. The NES, as amended from time to time, specifies the entitlement except where more favourable terms are provided in this Agreement.
- 24.2 An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment with the Employer. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- 24.3 Accrued pro rata long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.
- 24.4 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during Long Service Leave at the Employee's normal salary.
- 24.5 An Employee whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service. However, where the NES provides an employee with a higher payment for long service leave, the NES entitlement will apply.
- 24.6 An Employee is entitled to take accrued pro rata long service leave upon the completion of seven years of continuous employment.
- 24.7 An Employee is required to take long service leave within five (5) years from the date of the full accrual becoming available (13 weeks). An Employee whose entitlement is fully accrued from the date of the commencement of the Agreement will be required to take long service within three (3) years.
- 24.8 An Employee who due to exceptional circumstances, is not in a position to take long service leave within the times specified under subclause 24.7, the Principal and the Employee will discuss and agree to an appropriate time for the Employee to take long service leave. The Principal will have discretion in relation to what are exceptional circumstances.
- 24.9 An Employee will preferably take the majority of their long service leave within one term and take into account the needs of both the Employee and the school.
- 24.10 An Employee who has accrued an entitlement to long service leave is entitled to take a period of leave without pay in conjunction with that long service leave. The Principal and the Employee will discuss and

agree to an appropriate time for the Employee to take leave without pay while taking into account the needs of both the Employee and the school.

24.11 Matters in dispute arising from this section shall be dealt with in accordance with clause 7.

Illness on Long Service Leave

24.12 Subject to the requirements of 24.2, an Employee who becomes ill or suffers an injury during Long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

24.13 An Employee's application under 24.12:

- (a) must be received by the Employer during the period of illness or injury;
- (b) must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (c) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

25. TRADE UNION TRAINING LEAVE

25.1 Paid leave for trade union training will be available for the school Union Representative subject to it being:

- (a) taken at a time mutually agreed with the Principal; and
- (b) limited to one day per school per year; and
- (c) limited to one Representative per year; and
- (d) non-cumulative.

26. JURY SERVICE LEAVE

Entitlement

- 26.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 26.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 26.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 26.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 26.5 Subject to 26.1 to 26.4 of this clause, an Employer will pay an Employee granted leave pursuant to 26.1 the employee's normal salary during the period of authorised jury service leave provided that the employee signs a form authorising deduction of the amount equal to the payment made by the Court
- 26.6 Should the employee not sign a form pursuant to 26.5 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.

27. EXAMINATION LEAVE

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

28. 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

29. LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. Applications for leave without pay must be in writing and an Employee whose application is not granted will receive a written response citing the reason for the denial. An Employee agrees that

entitlements under this Agreement do not accrue during any period of leave without pay.

30. ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

30.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *WIRC* the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

30.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *WIRC*, then:

- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - i. annual leave; or
 - ii. paid personal/carer's leave; and
- (b) the Employee is not entitled to any payment or benefit in respect of School Holidays for an Employee entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the *WIRC*.

30.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the *WIRC*, has an entitlement to annual leave during a shutdown period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.

30.4 For the purposes of 30.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make up pay, if applicable.

30.5 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *WIRC*, and where an Employee is entitled to annual leave at the part time rate of pay, the Teacher will remain entitled to be paid the weekly compensation payments in accordance with the *Long Service Leave Act 1992 (Vic.)*

31. WITHHOLDING OF MONIES

31.1 Subject to 31.2, in the event that an Employee does not provide the full notice required by 11.3, 46 or 53, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the

- remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.
- 31.2 Clause 31.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the National Employment Standards under the Act.
- 31.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:
- (a) unpaid salary or wages to the extent to which such entitlements exceed the Employee's standard rate of pay;
 - (b) for Education Support and School Support Employees entitled to Non-Term weeks pursuant to clause 47, a payment for Non-Term Weeks;
 - (c) any entitlement to a pro rata payment for long service leave on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992 (Vic)*); and
 - (d) any amounts owing to the Employee for an unpaid bonus or allowance.

32. REDUNDANCY

Definition

- 32.1 Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

Redundancy Disputes

- 32.2 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative in good time, with relevant information:
- the reasons for any proposed redundancy;
 - the number and categories of Employees likely to be affected; and
 - the period over which any proposed redundancies are intended to be undertaken.
- 32.3 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.
- 32.4 For the purposes of the discussions pursuant to 32.2, *and if the employer has not already done so in accordance with cl.39*, the College will, as soon as practicable, provide in writing to the

Employees concerned and their representative, all relevant information about the proposed terminations including:

- the reasons for the proposed terminations;
- the number and categories of the Employees likely to be affected;
- the number of workers normally employed; and
- the period over which the terminations are likely to be carried out.

32.5 Where a reduction of 50% or more of the FTE (full time equivalent) hours of part-time Employee is proposed, the Employee may choose to accept the new position at the reduced FTE fraction, or be declared redundant and receive the appropriate payment.

Transfer to Lower Paid Duties

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

Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and less than 7 years	20 weeks' pay
7 years and less than 15 years	21 weeks' pay
15 years and over	25 weeks' pay

Leaving during notice

32.8 An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 32.7 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

Alternative employment

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

Time off during notice period

32.10 During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

32.11 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

33. ANNUAL LEAVE LOADING

33.1 Subject to 33.5 an Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.

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

17.5% of school term weeks (excluding paid <u>school holidays and non term time</u>)	x 4 x	<u>Annual Rate of Pay</u> 52.15
Number of Schools' term weeks		

33.3 An Education Support or School Support Employee in receipt of paid school holidays who is employed for part only of a School Year is entitled to be paid leave loading as follows:

17.5% of school term weeks (excluding paid <u>holidays periods</u>)	x 4 x	<u>Annual Rate of Pay</u> 52.15
39		

33.4 An Education Support or School Support Employee in receipt of four weeks' Annual Leave who is employed for part only of a School Year is entitled to be paid leave loading as follows:

17.5% of school term weeks (excluding paid <u>holidays periods</u>)	x 4 x	<u>Annual Rate of Pay</u> 52.15
48		

33.5 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

- 33.6 An Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December.
- 33.7 An Employer may elect to pay leave loading to the Employee at the time when the annual leave is taken, provided that where the Employee takes annual leave in single days, leave loading is not payable until five days of annual leave have been taken by the Employee.

34. BREAKAGE AND LOSS

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee's duties.

35. MEAL PROVISION

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

36. PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing and reimburse the Employee for cleaning costs incurred.

37. TERMS OF APPOINTMENT

Letter of Appointment

- 37.1 Upon engagement, the College will provide an Employee (other than a Casual Employee) with a letter of appointment.

38. WORKPLACE CONSULTATIVE COMMITTEE

- 38.1 The College will establish a Consultative Committee. The term of office of the committee members will be decided in consultation with Employees, but will be for a minimum of one year and a maximum of three years.

- 38.2 The Consultative Committee shall consist of
- The Principal
 - 2 nominees of the Principal
 - 2 Employee representatives

- 2 representatives of the IEU (elected from the IEU membership at the College)

Methods of operation of the Consultative Committee:

- 38.3 The Chairperson of the Consultative Committee shall be the Principal, except where the Principal nominates another person or agrees that the Chairperson can be elected from the committee members.
- 38.4 Meetings of the Consultative Committee may be called by the Principal/Chairperson or by at least three members of the committee at any time.
- 38.5 The Consultative Committee shall aim meet at least once per term.
- 38.6 Meetings shall be formal. Minutes and agendas shall be kept.
- 38.7 Recommendations shall be reached where possible by consensus. Where consensus cannot be achieved, the vote of the Consultative Committee shall be the recommendations.
- 38.8 The minutes of the meetings shall normally be available to the members of the Consultative Committee within two weeks of the date of the meeting.
- 38.9 Notice of the meetings will be given at least one week in advance and the agenda and relevant papers (including matters to be discussed and motions to be put at the meetings) shall be distributed at least 48 hours before the meeting.
- 38.10 When confidential matters are discussed by the Consultative Committee, all members of the committee are bound by that confidentiality. The Consultative Committee, by majority decision may determine whether a matter is confidential.
- 38.11 Where the Consultative Committee decides that insufficient consultation has taken place, these concerns should be taken up formally and in writing with the Principal.
- 38.12 Where the Principal/College makes a decision which is not consistent with the recommendations of the Consultative Committee, the Principal shall provide to the committee members, in writing the reasons for the decision.
- 38.13 Where the issue is not resolved by the process in 38.7 or 38.10, the Dispute Resolution Procedure in clause 7 of this Agreement may be applied.
- 38.14 The Committee shall have the power to make recommendations to the Principal in respect of the following matters:
 - Fair and reasonable workloads for staff
 - Hours of work
 - Staffing levels
 - Professional development including study leave
 - Sabbatical Leave

- Positions of Leadership
- Extras/time release

39. INTRODUCTION OF MAJOR CHANGE

39.1 This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

39.2 For a major change referred to in 39.1 the Employer must notify the relevant Employees of the decision to introduce the major change; and clauses 39.3 to 39.11 apply.

39.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

39.4 If:

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

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

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

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

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

- 39.9 If a term in the Enterprise Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub clauses 39.6, 39.3 and 39.14 are taken not to apply.
- 39.10 In this term, a major change is *likely to have a significant effect on Employees* if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 39.11 For a change referred to in paragraph 39.1 (b)
- (a) The Employer must notify the relevant Employees of the proposed change; and
 - (b) Sub clauses (39.12) to (39.16) apply.
- 39.12 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 39.13 If:
- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) The Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 39.14 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) Discuss with the relevant Employees the introduction of the change; and
 - (b) For the purposes of the discussion – provide to the relevant Employees:
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) Information about any other matters that the Employer reasonable believes are likely to affect the Employees; and
 - (c) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 39.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 39.16 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 39.17 For the purposes of cl.39.12 to 39.16, 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.
- 39.18 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, cl.39.12 to 39.16 will apply.
- 39.19 In this term, **relevant Employees** means the Employees who may be affected by the major change.

40. TERMINATION OF EMPLOYMENT – DUE PROCESS

Termination by the College

40.1 Except in the case of redundancy, the College may terminate the employment of an Employee:

- summarily; or
- on notice, for reasons related to the Employee's conduct or performance.

40.2 If the College is considering whether to terminate an Employee's employment for reasons related to 40.1 the College must give the Employee an opportunity to be heard in defence of the allegations unless the College could not reasonably have been expected to give the Employee that opportunity.

Summary Dismissal

40.3 The College may terminate the Employee's employment summarily where that Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the College to continue the employment during the notice period.

Conduct or Performance

40.4 If the College is considering whether to terminate an Employee's employment for reasons related to conduct or performance, the College must apply the provisions of 40.6 – 40.8 (Due Process)

40.5 If the College terminates the employment of an Employee, the College must give notice in accordance with the relevant notice period as stipulated in Clause 40, 45 or 52.

Due Process

- 40.6 Due Process will commence with the College advising the Employee in writing of:
- The College's concerns with the Employee's conduct or performance
 - The time, date and place of the first due process meeting
 - The Employee's right to be accompanied by a nominee of the Employee's choice at all Due Process meetings
 - The College's right to terminate the employment should Due Process not resolve the College's concerns.
- 40.7 Due Process meetings will:
- Include discussions of the College's concerns with the Employee's conduct or performance
 - Give the Employee an opportunity to respond to the College's concerns
 - Include discussions of any counselling or assistance, where appropriate, available to the Employee
 - Include documentation, where appropriate
 - Set periods of review, as appropriate
- 40.8 If, following the Due Process, the College's decision is to terminate the employment of an Employee, then the College must give notice in accordance with the relevant notice period as stipulated in Clause 40, 45 or 52.

PART 3 –

CONDITIONS OF EMPLOYMENT FOR TEACHERS

41. CLASSIFICATIONS AND SALARY

- 41.1 Schedule 1A sets out the classification structure and progression arrangements for a teacher.
- 41.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 41.3 Schedule 1C sets out the Position of Leadership structure and Schedule 1D sets out the applicable rates of pay.
- 41.4 The salary specified in Schedule 1D or 1E is in compensation for all hours worked under this Agreement.

42. PAYMENTS FOR TEACHING PRACTICUM SUPERVISION

The full amounts remitted to the College by the universities for supervision of student teachers shall be paid directly to Teachers supervising the pre-service teaching students. Where the university pays the supervising Teacher the full amount directly, the Employer shall not be required to make any further payment to the Teacher.

43. HOURS OF WORK, EXTRAS AND FIRST YEAR TEACHERS

Hours of Work

- 43.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 43.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 43.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the duties of a Teacher.

Secondary Teachers

- 43.5 Full time secondary Teachers may be allocated a maximum of 20 hours per week of scheduled class time which may be averaged over a fortnight.
- 43.6 Part time Teachers shall be allocated a pro rata amount of scheduled class time.
- 43.7 Scheduled class time includes:
- i. All scheduled classes allocated to the Teacher whether that class consists of a single student or a group of students. This includes in lieu classes which may be allocated to the Teacher.
 - ii. Any sports/activity sessions allocated to the Teacher which are scheduled during normal class time
 - iii. Scheduled home room duties
 - iv. Assemblies and masses during scheduled class time

While included in professional expectations the following are not part of scheduled class time:

- i. Any sport sessions taken by the Teacher outside normal school time
- ii. Staff meetings
- iii. The time that Teachers are in classrooms other than the times that students are required to be in attendance
- iv. Student recess and lunch breaks
- v. The time spent outside normal school time on school camps, excursions etc.
- vi. Yard duty, bus duty etc. which shall be allocated on an equitable basis

43.8 Extras

- (a) An extra in the secondary school is defined as any class taken by a Teacher which is in addition to the 20 hours of scheduled class time per week. Extras do not include classes which are taken in lieu of a Teacher's scheduled classes, or to make up the 20 hours of scheduled class time where a teacher is under allotted.
- (b) A full time secondary Teacher may be allocated a maximum of 14 hours of extras per annum with no more than one extra per week.
- (c) Part time Teachers may be allocated a pro rata number of hours of extras.
- (d) A Teacher may agree to take additional extras and be paid no less than the emergency teacher rate.

Primary Teachers

43.9 Full time primary teachers may be allocated a maximum of 23.75 hours per week of scheduled class time which may be averaged over a fortnight.

43.10 A part time teacher shall be allocated a pro rata number of hours of release per week.

43.11 Scheduled class time includes:

- i. All scheduled classes allocated to the Teacher whether that class consists of a single student or a group of students.
- ii. Any sports/activity sessions allocated to the Teacher which are scheduled during normal class time

While included in professional expectations the following are not part of scheduled class time:

- i. Any sport sessions taken by the Teacher outside normal school time
- ii. Staff meetings
- iii. The time that Teachers are in classrooms other than the times that students are required to be in attendance
- iv. Student recess and lunch breaks
- v. The time spent outside normal school time on school camps, excursions etc
- vi. Yard duty, bus duty etc. which shall be allocated on an equitable basis

First Year Teachers

43.12 Teachers in their first year of experience should be allocated less scheduled class time in order that they participate in an induction program. The amount and timing of the induction program will be the subject of consultation.

43.13 Secondary Teachers in their first year of experience may be allocated a maximum of 18 hours per week of scheduled class time.

43.14 Primary Teachers in their first year of experience may be allocated a maximum of 22.75 hours per week of scheduled class time.

Days and times of attendance

43.15 The College cannot vary the days and times of attendance of a part-time teacher unless:

- the teacher consents; or
- it can be demonstrated that such variation is required as a result of a change in funding/curriculum/enrolment needs. In this case 7 weeks' notice in writing shall be given by the College.

In reaching this decision the College will consider

- the needs of the College and;
- the family needs of the Teacher

43.16 Should the matter subsequently be the subject of the dispute procedure in Clause 7 of this Agreement and should Fair Work Commission make a recommendation then the recommendation shall be implemented by the parties.

School Camps

- 43.17 In recognition of the contribution that Teachers make who attend school camps overnight, Teachers will be granted a half school day in lieu of time (TIL) spent at camps regardless of the length of time of the camp. Time in lieu is to be taken:
- at a time that is no more than two weeks after the camp; and
 - preferably on school days adjacent to the camp.

44 ANNUAL LEAVE AND NON-TERM WEEKS

Application

- 44.1 This clause applies to teachers employed either full-time or part-time on a pro rata basis.

Entitlement

- 44.2 A Teacher is not required or requested to attend at the School during Non-Term Weeks, except where the Teacher is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The teacher's role is defined by the Employer.
- 44.3 A Teacher other than in the circumstances prescribed in clause 45.4 is entitled to Non-Term Weeks without deduction of pay but, with the exception of time taken as annual leave, Non-Term Weeks are not authorised leave for the purposes of the NES (as applicable). A Teacher's entitlement to four weeks' annual leave must be taken during Non-Term Weeks and specifically in the four-week period immediately following the final term week of the current School Year, unless otherwise agreed with the Employer.
- 44.4 The Employer may reduce a Teacher's entitlement to Non-Term Weeks where a Teacher has taken unpaid leave pursuant to clause 16 – personal/carer's leave or clause 29 – leave without pay in excess of ten working days in any School Year.
- 44.5 A Teacher's entitlement to Non-Term Weeks which has been reduced at the Employer's discretion under clause 45.4 will be calculated on the basis of one third of the weeks worked by the Teacher (excluding

Non-Term Weeks and periods of paid parental leave and unpaid leave).

- 44.6 Where a Teacher's entitlement to Non-Term Weeks has been reduced pursuant to clause 45.4, the period which but for that reduction would have been paid Non-Term Weeks will be unpaid leave but will be counted as service for all purposes of this Agreement.

Part time teacher's entitlement

- 44.7 A Part Time Teacher employed pursuant to clause 10.3 is entitled to Non Term Weeks on a pro rata basis of the Full Time Teacher's entitlement

Employment for less than a school year

- 44.8 A Teacher who is employed for part only of a School Year will be paid a pro rata entitlement to Non Term Weeks calculated on the basis of one third of the weeks worked by the Teacher for the part of the School Year (excluding Non Term Weeks and periods of paid parental leave and unpaid leave), at the rate of pay applicable at the time of the Non Term Weeks or at the time that employment is terminated.

45. NOTICE OF TERMINATION

- 45.1 Where the Employer wishes to terminate the employment of a Teacher where the Teacher has had less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.
- 45.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.
- 45.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer that the Teacher being replaced wishes to return from parental leave.
- 45.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B, 1D or 1E (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

- 45.5 A Teacher wishing to resign must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 45.6 The notice period in this clause do not apply where the Teacher is guilty of serious misconduct.

PART 4

CONDITIONS OF EMPLOYMENT FOR EDUCATION SUPPORT AND SCHOOL SERVICES EMPLOYEES

46. CLASSIFICATIONS AND SALARIES

- 46.1 Schedule 2A sets out the classification structure for an Education Support Employee.
- 46.2 Schedule 2B sets out the salary for an Education Support Employee entitled to NonTerm Weeks.
- 46.3 Schedule 2C sets out the salary for an Education Support Employee entitled to seven weeks' annual leave.
- 46.4 Schedule 3A sets out the classification structure for a School Support Employee.
- 46.5 Schedule 3B sets out the salary for a School Support Employee entitled to Non-Term Weeks.
- 46.6 Schedule 3C sets out the salary for a School Support Employee entitled to seven weeks' annual leave.

47. HOURS OF WORK

- 47.1 The ordinary hours of work for a Full Time Education Support or School Support Employee will be 38 hours per week.
- 47.2 A full time Education Support or School Support Employee will be in attendance for a minimum of 7.6 hours daily between 8am and 6pm Monday to Friday, including a lunch break of a minimum 30 minutes.
- 47.3 The Employer and Education Support or School Support Employee may agree to vary the hours of work arrangements at any time.
- 47.4 The ordinary hours of work may be averaged over a fortnight or a four-week period.

48. ADDITIONAL HOURS

- 48.1 Where the Employer requires an Education Support or School Support Employee to work outside of, or in excess of, the ordinary hours of work, as determined under Clause 48 – Hours of Work of this Agreement, the Employee will be granted time off in lieu at the ordinary rate equivalent to the actual time worked.

- 48.2 Time in lieu will be taken by agreement between the Employer and the Employee. However, where the agreement cannot be reached to take the time in lieu within four working weeks of the time in lieu being accrued, the Employer will pay the Employee for the hours worked.
- 48.3 Where the Employer requests an Education Support or School Support Employee to work more than five hours in excess of the ordinary hours of work, or in excess of the averaging arrangement in place, within in any consecutive five-day period, the Education Support or School Support Employee may refuse to work all hours in excess of five hours.

49. ANNUAL LEAVE

Annual Leave is in accordance with the NES except where more favourable terms are provided in this Agreement

- 49.1 This clause does not reproduce the NES in full.
- 49.2 An Education Support or School Support Employee covered by Schedule 2B or 3B is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 49.3 An Education Support or School Support Employee covered by Schedule 2C or 3C is entitled to seven weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis. This annual leave is taken during Non-Term Weeks.
- 49.4 An Education Support or School Support Employee must generally take an amount of annual leave during a shut-down period. The shut-down is defined as a period where the Employer shuts down the business, or any part of the business, in which the employee works.
- 49.5 Annual leave is to be taken at a time that meets the operational needs of the College and takes into account other Employees' requirements for such leave.
- 49.6 Where an Education Support or School Support Employee has not accrued sufficient annual leave to be taken during the shut-down period, the Education Support or School Support Employee will be entitled to leave which will be unpaid.
- 49.7 An Education Support or School Support Employee who is employed for part only of a school year will be paid a pro rata holiday entitlement calculated on the basis of 16% of that Employee's number of working weeks (excluding paid holiday periods) at the rate of pay applicable at the time leave is taken or employment is terminated.

50. PURCHASED LEAVE

Application

- 50.1 Purchased leave arrangements apply to Schedule 2C Education Support Employee and Schedule 3C School Support Employee.
- 50.2 In providing the opportunity to purchase leave, the Employer:
- Recognises that some Education Support Employee and School Support Employee may value the option of additional leave each year.
 - Is prepared to consider providing additional leave during non-term time where this does not adversely impact on the College's operations.

Entitlement

- 50.2 The Employer and an Education Support Employee or School Support Employee employed pursuant to Schedule 2C and 3C may agree to enter into an arrangement whereby the Employee can purchase up to three weeks' additional leave per annum.

The Arrangements

- 50.3 A request for up to an additional 3 weeks' leave would be made in writing to the Principal requesting this additional leave during the previous school year.
- 50.4 Purchased leave will only be granted where it will not have an adverse impact upon the operation of the College. To ensure the impact of taking additional leave is minimised, the College may place restrictions on when leave may be taken.
- 50.5 The Employer will assess each request for purchased leave on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.
- 50.6 The duration of any arrangement to provide additional leave will be agreed between the Employer and the Employee in writing at the commence of the arrangement.
- 50.7 Purchased leave is not able to be accrued.
- 50.8 If for any reason, the employee is not able to take the leave as purchased, the employee will inform the college at least one month in advance. The fortnightly pay will be reworked accordingly, considering the actual leave taken.
- 50.9 Where an Employee in receipt of a higher duties allowance – Clause 54 proceeds on any period of purchased leave, the Employee shall not be

entitled to receive payment of the allowance for any period of purchased leave.

50.10 Other than when an employee is on a period of purchased leave, the Higher Duties Allowance component of the Employee's salary shall not be affected by an agreement to reduce the Employee's salary for purchased leave purposes.

50.11 Where the employee resigns there will be a reconciliation of leave entitlements.

50.12 Leave purchased will count as Service and will not impact on:

- Clause 16 – Personal/Carer's Leave Entitlements
- Clause 20– Public Holidays,
- Clause 24 - Long Service Leave
- Clause 50 - Annual Leave.

50.13 Leave purchased will impact on the fortnightly pay in terms of Clause 54 - Higher Duty Allowance and Clause 13 – Superannuation.

Payment Arrangements

50.14 Any additional leave granted will be without pay.

50.15 Where a request to purchase leave is approved, the following deduction will be made from that employee's fortnightly pay for 26 fortnights starting from the first fortnight after the approval

1 week's leave purchase	2.01925%
2 weeks' leave purchase	4.0385%
3 weeks' leave purchase	6.058%.

50.16 Unless agreed otherwise the Adjusted Annual Salary will then be spread evenly in (fortnightly) payments throughout the year.

51. NON TERM WEEKS

51.1 An Education Support or School Support Employee is entitled to Non Term Weeks, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

51.2 The salary for an Education Support or School Support Employee in Schedule 2B or Schedule 3B takes this period of additional leave into account.

51.3 An Education Support or School Support Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

51.4 An Education Support or School Support Employee who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis

during Non Term Weeks with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the Non Term Weeks or at the time that employment is terminated. The formula to calculate an entitlement to Non Term Weeks in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding non term weeks}}{3} \right\} \text{ Non term weeks already paid}$$

52. NOTICE OF TERMINATION

52.1 Where the Employer wishes to terminate the employment of an Education Support or School Support Employee, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the Education Support or School Support Employee. Where an Education Support or School Support Employee is entitled to Non Term Weeks, notice is to be given wholly within the one school term.

52.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C or Schedule 3B or 3C that an Education Support or School Support Employee would have received by working during the notice period if the Employee's employment had not been terminated.

52.3 An Education Support or School Support Employee, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where an Education Support or School Support Employee is entitled to Non-Term Weeks, notice is to be given wholly within the one school term.

52.4 In addition to the period of notice specified in 53.4, an Education Support or School Support Employee over 45 years of age at the time of being given notice with not less than 2 years of continuous service will be entitled to an additional week's notice.

52.5 The notice period in this clause and in clause 11 do not apply where the Education Support or School Support Employee is guilty of serious misconduct.

53. HIGHER DUTIES

53.1 An Employer may direct that an Education Support or School Support Employee temporarily performs duties applicable to a classification higher than that of such employee.

53.2 Where an Education Support or School Support Employee performs such duties for more than one week and those duties constitute the

whole or substantially the whole type of duties which would attract the higher classification, that Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the said duties are performed.

EXECUTED as an Agreement this
2017.

29th day of August

Signed for and on behalf of:

St Mary's Coptic Orthodox College.
ABN 31 012 194 762

Auson Pidakas

Principal

Address

19-35 Thorpdale Ave Coolaroo

Authority to Sign

Employer

In the presence of

George Ghobrial
Witness

Signed for and on behalf of:

Independent Education Union
ABN 34 532 902 687

Loretta Cotter

~~Debra James~~ LORETTA COTTER

General Secretary

Acting

Address

120 Clarendon Street South Bank Victoria
3006

Authority to Sign

The Independent Education Union Victoria
Tasmania is the Bargaining Representative
for Employees covered by the Agreement

In the presence of

C. M. Hukey
Witness

SCHEDULE 1A

CLASSIFICATION STRUCTURE (TEACHERS)

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

- 1A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.2, progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 1A.1.2A A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

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

- 1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.1
- 1A.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

1A.3. ADDITIONAL QUALIFICATIONS AND ACCELERATED ADVANCEMENT

- 1A.3.1 A Teacher who acquires a two-year Masters or equivalent qualification relevant to their position within the College shall be entitled to advance up the incremental scale by one sub-division. The Masters or higher qualification is in addition to the minimum teaching qualification.
- 1A.3.2 The Teacher must notify the Employer in writing of the acquisition of this additional qualification together with the production of satisfactory evidence to this effect.
- 1A.3.3 The additional subdivision shall take effect from the commencement of the next school term after the Teacher has provided notification of the qualification.

1A.3.4 This accelerated advancement up the incremental scale will be in accordance with the procedures determined by the Employee.

SCHEDULE 1B – SALARIES (TEACHERS)

1B.1 Annual Salary

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

First pay period on or after 1 February

Full time Classroom Teacher						
Classification	1/02/2017	1/04/2017	1/02/2018	1/10/2018	1/02/2019	1/10/2019
11	97,810	98,047	100,500	101,260	103,263	104,577
10	90,419	90,638	92,905	93,608	95,460	96,674
9	87,201	87,412	89,599	90,276	92,063	93,234
8	84,097	84,302	86,410	87,063	88,786	89,916
7	81,244	81,301	83,479	83,965	85,774	86,716
6	78,801	78,801	80,968	80,977	83,195	83,630
5	76,431	76,431	78,533	78,533	80,693	80,693
4	73,776	73,776	75,805	75,805	77,889	77,889
3	71,731	71,731	73,704	73,704	75,731	75,731
2	69,744	69,744	71,662	71,662	73,633	73,633
1	67,812	67,812	69,677	69,677	71,593	71,593

1B.2 Weekly Salary

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

1B.3 Annual Leave Loading

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

1B.4 Casual Rate of Pay

Minimum Daily Rate	Effective from:
\$347	1 April 2017
\$352	1 April 2018

\$358	1 October 2018
\$364	1 April 2019
\$371	1 October 2019

SCHEDULE 1C

POSITIONS OF LEADERSHIP STRUCTURE (TEACHERS)

Eligibility

- 1C.1** A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.
- 1C.2** The rate of pay is linked to an individual Teacher and the appointed Position of Leadership.
- 1C.3** The Principal determines who is eligible for the rate of pay.
- 1C.4** Teachers in receipt of a POL allowance will be entitled to time release in accordance with school policy as determined by the Consultative Committee.
- 1C.5** A teacher holding a position of leadership may subject to consultation and with the agreement of the College, receive a combination of a lesser allowance and proportionally greater time release.

Notification

- 1C.6** The Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid.
- 1C.7** The Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

Structure of responsibility rates of pay

- 1C.8** The following level are the structure of responsibility rates of pay:

Level One	Coordinator
Level Two	Head
Level Three	Dean

SCHEDULE 1D

POSITIONS OF LEADERSHIP STRUCTURE RATES OF PAY (TEACHERS)

Rates of Pay

1D.1 The following minimum rates of pay apply to a position of responsibility.

POL
ALLOWANCE

	01/02/2017	01/02/2018	01/02/2019
POL 3	\$15,000	15,413	15,836
POL 2	\$10,000	10,275	10,558
POL 1	\$ 5,000	5,138	5,279

1D.2 Where the position of responsibility is shared, the payment may also be shared.

SCHEDULE 1E

DEPUTY PRINCIPAL CLASSIFICATION STRUCTURE AND RATES OF PAY

1E.1 The annual salary for a Deputy Principal will be not less than that prescribed by the following table.

Level	01/02/2017	01/02/2018	01/02/2019
4	148,024	152,095	156,278
3	146,372	150,398	154,533
2	144,451	148,424	152,505
1	142,589	146,510	150,539

A Deputy Principal will commence employment at Level 1 as set out above and shall progress to Level 4 in annual increments on the anniversary of the Deputy Principal's appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

SCHEDULE 2A

CLASSIFICATION STRUCTURE – EDUCATION SUPPORT EMPLOYEES

Annual Salary

2A.1 The annual salary for a Full Time Education Support Employee will be not less than that prescribed by the table 2B or 2C in accordance with their classification.

Weekly Salary

2A.2 The weekly salary is calculated by dividing the annual rate of pay by 52.18.

Annual Leave Loading

2A.3 The annual salary in 2B and 2C does not include annual leave loading.

Progression to the next level

2A.4 An Education Support Employee employed for 40 per cent or less of a full load will be required to complete 24 months' service before progressing to the next level.

Classification Structure

2A.5 Education Support Employee Level 1 Range 1

General

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

Work has little scope for deviation. Problems can usually be solved by reference to well documented procedures and instructions and clearly established practices. Deviation from established procedures will require reference to others for guidance and direction. Assistance is readily available when problems arise. An experienced employee at this level will exercise limited judgement within clearly defined guidelines and well established practices that relate specifically to the tasks performed.

Does not carry responsibility for the work of others. More experienced employees will provide basic guidance and advice to others relating to tasks within the work area.

An Education Support Employee position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it is an integral part of the employee's position or involves supervision of students individually or in small groups, in controlled circumstances, where the responsibility for students remains clearly with a teacher.

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

DIMENSIONS OF WORK: EDUCATION SUPPORT EMPLOYEE LEVEL 1 RANGE 1			
Student/Teacher Support	Administration/Operations	Technical	Professional Services
<p>Provide routine support for teachers</p> <p>Communicate with teachers about routine matters</p> <p>Assist teachers with communication with parents about routine matters</p> <p>Provide basic physical and emotional care for students such as toileting, meals and lifting</p> <p>Communicate with students about comprehension of basic tasks and information</p> <p>Address immediate behavior issues relating to specific students within a classroom setting</p> <p>Assist with coordination and planning of student routines</p> <p>Accountable for performance of allocated tasks</p>	<p>Perform routine administrative support, such as:</p> <ul style="list-style-type: none"> - preparing standard documentation and data entry that requires little or no manipulation of information and/or data - handling of customer enquiries and referral to appropriate personnel where required <p>Operate and instruct other in routine use of equipment and computer systems</p> <p>Prepare standard correspondence</p> <p>Provide routine customer service tasks such as reception, receipting payments and providing straightforward advice about the school</p> <p>Provide routine support tasks in respect to grounds and school maintenance</p> <p>Accountability relates to directly to performance of allocated tasks</p> <p>Administrative support in a technical environment</p>	N/A	N/A

2A.6 Education Support Employee Level 1 Range 2

General

Performs and/or supervision tasks that are carried out in accordance with guidelines, accepted practice and school policy. This may include the supervision and coordination of other Education Support Employee staff within the work area or educational program. Supervision and coordination would be limited to ensuring routine tasks are performed to required standards. Input into identifying training needs and development of Education Support Employee staff within the work area or educational program becomes an important feature at this level.

Specialised support to achieve specific outcomes is a feature at this level. Typically this will involve accountability for a single function (e.g. ensuring data is properly maintained) or the operation of a work area (e.g. managing the day to day operation of a school office) under the direction of the principal or another senior manager.

Provides support to teachers and students that is beyond the routine support provided at Education support employee Level 1, Range 1. Within an educational program assists teachers with the coordination of the support function, such as directing/organising the work of other support staff or providing a specialist support role.

Undertakes medical intervention support tasks or other specialised student/teacher support roles that require specific training that must be updated from time to time. The roles is for a specific purpose for which there will be direct accountability as opposed to support roles that are carried out by a range of staff performing routine tasks under direction.

Performs technical tasks that require a sound knowledge of basic technical and/or scientific principles that are used to develop and adapt work methods and make judgements where there are clear guidelines and limited options. Routine technical support in libraries, science and information technology laboratories would be typical examples.

An Education support employee position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it is an integral part of the employee's position or involves supervision of students individually or in small groups, in controlled circumstances, where the responsibility for students remains clearly with a teacher.

DIMENSIONS OF WORK: EDUCATION SUPPORT EMPLOYEE LEVEL 1 RANGE 2			
Student/Teacher Support	Administration/Operations	Technical	Professional Services
<p>Provide coordination support to teachers and educational programs such as:</p> <ul style="list-style-type: none"> - rosters and organises the work of a team of aides - provides routine supervision, guidance and support to other student support staff at ES Level 1 Range 1 - liaises with external provides of support services about clearly defined support needs and resources - conducts routine presentations to parents to assist teachers in communicating objectives and outcomes relating to educational programs and/or students - assists with the communication of student outcomes and educational programs <p>Provide medical intervention support to a student/s, provided that:</p> <ul style="list-style-type: none"> - the student(s) has a specific medical condition that requires assistance - the support relates to a specific medical condition identified by the Employer under its Disability and impairment funding support policy - the support needed requires specialised training/instruction in the tasks to be performed - the position has a clearly defined responsibility for the administration of such support; and - the position requires regularly refreshing of the training/instruction relevant to 	<p>Coordinate, organise and determine work priorities within a work area</p> <p>Ensure the efficient operation of a work area</p> <p>Obtain cooperation amongst staff within the work area and supervise the performance of tasks</p> <p>Communicate and liaise with school staff to foster cooperation</p> <p>Support financial and budgetary processes by:</p> <ul style="list-style-type: none"> - ensuring the availability of system-generated financial reports - appropriate recording of payments and receipts <p>Coordinate the preparation of school circulators, newsletters and other routine school communication</p> <p>Ensure confidentiality of records is maintained</p> <p>Manipulate data/information and prepare documentation/basic reports</p> <p>Provide certificated trade support services such as school grounds and building maintenance</p> <p>Responsible for modifying work practices and procedures within the work area to meet routine operational requirements, e.g. coordinating the day-to-day operations of the school office</p>	<p>Apply basic technical and/or scientific principles to enable the performance of a variety of inter-related technical tasks</p> <p>Application of specialized knowledge is confined to a specific functional area e.g. science laboratory, information technology support, library</p> <p>Provide specialized knowledge that is relied upon to deliver support services, under direction, e.g. information support in science laboratories and libraries</p> <p>May supervise a small project team providing technical support to a school/s</p> <p>Conduct training</p>	N/A

the medical procedure			
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2A.7 Education Support Employee Level 1 Range 3

General

This level is distinguished by the introduction of management responsibility and accountability for the delivery of professional support services. The role will usually impact beyond the work area or professional field. It seeks to gain cooperation of other staff members or members of the school community to achieve specific objectives, such as in school administration, operations or educational programs. Direction on targets and goals is provided but the position will have some degree of latitude in determining how they are achieved. This latitude will generally be limited by standard procedures and school policy. Deviation from stand procedures and school policy will require guidance and direction from senior management.

The provision of business management responsibilities becomes a feature at this level. Management of staff to achieve the expected outcomes is a key responsibility. Staff management issues will be resolved with minimal reference to senior management, although guidance will be required in more complex cases. Senior management will be provided with timely reports and advice, although this will generally be confined to matters relating to the immediate work area, service provision or educational program and is unlikely to impact substantially on whole of school operations.

This is the minimum level for positions that carry a mandatory qualification requirement of not less than four years. Professional student support positions become a feature at this level (e.g. therapists, psychologists) where standard professional services are delivered. Professional support and guidance will be close at hand and deviation from standard procedures and school policy will require guidance and direction from senior management.

An Education Support Employee position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it is an integral part of the employee's position or involves supervision of students individually or in small groups, in controlled circumstances, where the responsibility for students remains clearly with a teacher.

DIMENSIONS OF WORK: EDUCATION SUPPORT EMPLOYEE LEVEL 1 RANGE 3			
Student/Teacher Support	Administration/Operations	Technical	Professional Services

<p>N/A</p>	<p>Distinguished from ES Level 1 range by level of management responsibility for the work area that will have a greater impact on school administration and operations</p> <p>Objectives and directions are clear, but there is a greater level of autonomy in determining the approach</p> <p>Manage others to achieve the objectives of the work area</p> <p>Manage and direct preparation of annual budgets and regular financial statements and contribute to financial decision making</p> <p>Coordinate a range of functions, such as finance, human resources and other support areas that contributes significantly to the business management function within the school</p> <p>Adapt the way work is organised and modify existing practices within precedent and established methods</p> <p>With broad direction manage the delivery of administrative and/or operational services</p> <p>Manage the delivery of a particular service or function (e.g. finance, library, human resources, facilities)</p>	<p>Manage a school science laboratory where a variety of tests are undertaken, including activities that are not routine and techniques that are not standard</p> <p>Prepare management plans in regard to the technical support provided</p> <p>Manage the flow of information</p> <p>Advise teachers and students on aspects of information technology and use in the school</p> <p>Investigate and report on the efficiency and effectiveness of system design</p> <p>Conduct training and instruction to school colleagues within the technical field</p> <p>Regularly interact with a range of external or internal clients to provide advice or specialist information</p>	<p>The minimum level for positions that carry a mandatory tertiary qualification (minimum 4 years)</p> <p>Provide standard professional services independently within defined organisational parameters</p> <p>Provide operational leadership and strategic planning in respect to professional service delivery</p> <p>Influence management and other professional colleague in respect to strategies</p> <p>Provide complex professional reports requiring in- depth factual analysis, including assessments and recommendations for consideration by others</p> <p>Conduct training and instruction to school colleagues within the professional field</p> <p>Provide standard clinical professional services to students within the parameters of school policy and guidelines</p> <p>Explains professional concepts and approaches to clients, stakeholders, colleagues and staff</p> <p>Facilitates individual or group programs for clients</p> <p>Applies sound theoretical knowledge and practical expertise</p>
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2A.8 Education Support Employee Level 1 Range 4

Broader management responsibility, particularly in the areas of finance, human resource and other support functions. Manages a range of functions under a wide range of conditions, subject to the size and complexity of school operations. Objectives will, generally, be clearly defined; guidelines will be broad and day-to-day direction minimal. Management responsibility extends to ensuring appropriate support levels are maintained across the school. Generally provides key support and timely advice to the leadership team and school council and liaises with the general school community, the Department and other government agencies and service providers.

Specialised professional roles will carry a high level of independence and accountability where suitable scope is provided to achieve objectives.

An Education Support Employee position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it is an integral part of the employee's position or involves supervision of students individually or in small groups, in controlled circumstances, where the responsibility for students remains clearly with a teacher.

DIMENSIONS OF WORK: EDUCATION SUPPORT EMPLOYEE LEVEL 1 RANGE 4			
Student/Teacher Support	Administration/ Operations	Technical	Professional Services
N/A	<p>Coordinate delivery of a range of support services across a school/s involving a range of work areas</p> <p>Determine work priorities, schedule and approach within overall school and management policy</p> <p>Manage the school/s budget involving liaison with school staff and senior management to ensure budget targets are met Reference to senior management will generally only occur where there is a need to clarify policy, priorities or broad objectives prior to making appropriate decisions</p> <p>Negotiate and manage straightforward contracts and service agreements</p> <p>Interpret and analyse data to inform and provide authoritative advice to senior management</p> <p>Act on behalf of the leadership team in the delivery of client services</p> <p>Advice and recommendations have significant influence on senior management the development of school policy</p>	<p>Manage the development and Effective operation of the computer systems within a school/s where there is a high degree of complexity (e.g. school size, multi-campus, integration of several functional areas) and importance to the educational objectives</p> <p>Involves a level of responsibility and accountability that would impact on school functions and/or projects that would significantly affect school operations and/or support for educational outcomes. For example, in the area of school laboratories, libraries and information technology the position would provide expertise and leadership in policy development that guides the work of others, including teachers</p> <p>Formulate and supervise experimental and professional development programs for colleagues or other staff involved in the scientific or technical field</p>	<p>Manage the delivery of a professional support service/s in school/s, including the development of policy and operational practices that will guide the work of others, including teachers</p> <p>Provide expert advice in the professional field, which will influence the strategic approach to student support and learning</p> <p>Make decisions on complex intervention strategies, in accordance with professional and industry standards, that may have significant consequences for clients and their families</p> <p>Provide leadership, training and development for others in the adaption and application of professional fields</p> <p>Apply sound theoretical knowledge and practical expertise in developing service delivery options</p> <p>Undertake advanced interventions in dealing with particularly complex cases that may require cross- profession or agency collaboration</p>

2A.9 Education Support Employee Level 1 Range 5

General

Will usually be a member of the leadership team who is accountable for the development and delivery of key services that are integral to the effective operation of a school/s. Provides a range of services and/or undertakes the analysis of complex problems that form part of the policy framework. A school or group of schools would need to have the necessary diversity and complexity to create a role at this level. Management of a major school or district initiative, project or Department targeted strategy would be an indicator depending on the breadth of management responsibilities.

An Education Support Employee position supports the educational services being provided to students, but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it is an integral part of the employee's position or involves supervision of students individually or in small groups, in controlled circumstances, where the responsibility for students remains clearly with a teacher.

DIMENSIONS OF WORK: EDUCATION SUPPORT EMPLOYEE LEVEL 1 RANGE 5			
Student/Teacher Support	Administration/ Operations	Technical	Professional Services
N/A	<p>As a member of the leadership team contribute, develop and implement key policy initiatives in a school or group of schools</p> <p>Manage delivery of the school/s' budgetary, administrative and operational targets</p> <p>Develop and implement operational policy and strategies and resource allocation</p> <p>Initiate new developments in policy, practice and precedent</p>	<p>As a member of the leadership team develop and implement key policy initiatives in a school or group of schools</p>	<p>As a member of the leadership team develop and implement key policy initiatives in a school or group of schools</p>

2A.10 Education Support Employee Level 2 Range 6

General

An Education support employee position at this level will have a primary responsibility for the management of significant areas or functions within the school to support the educational services being provided to students. In exercising the responsibility an Education Support Employee position at this level will have the authority to make all significant decisions relating to the program, budget and staff relating to their area of designated responsibility within the framework of the school's strategic plan, policies and budget but must not include duties of teaching as defined in clause 2.6.1 of the *Education and Training Reform Act 2006 (Vic)* or its successor. Supervision of students cannot be required except where it is an integral part of the employee's position or involves supervision of students individually or in small groups, in controlled circumstances, where the responsibility for students remains clearly with a teacher.

An Education Support Employee position at this level will contribute to the overall management of the school through involvement in policy formulation and decision-making.

SCHEDULE 2B

SALARIES – EDUCATION SUPPORT EMPLOYEES WITH NON-TERM WEEKS

	Effective from the first pay period on or after 1 February 2017			
		01/02/2017	01/02/2018	01/02/2019
Level 2	Range 6			
	6-5	129,270	132,825	136,478
	6-4	124,699	128,128	131,652
	6-3	120,250	123,557	126,955
	6-2	115,959	119,148	122,425
	6-1	111,822	114,897	118,057
	Level 1	Range 5		
5-5		108,197	111,173	114,230
5-4		104,614	107,491	110,447
5-3		101,222	104,006	106,866
5-2		97,941	100,634	103,401
5-1		94,766	97,372	100,050
Range 4				
4-6		91,693	94,214	96,805
4-5		88,722	91,162	93,669
4-4		85,846	88,207	90,633
4-3		83,064	85,349	87,696
4-2		80,371	82,581	84,852
4-1		77,766	79,905	82,102
Range 3				
3-5		71,212	73,170	75,183
3-4		67,796	69,660	71,576
3-3		65,599	67,403	69,256
3-2		63,482	65,228	67,022
3-1		60,846	62,519	64,239
Range 2				
2-5		58,045	59,641	61,281
2-4		55,633	57,163	58,735
2-3		53,830	55,310	56,831
2-2		52,086	53,518	54,990
2-1		50,149	51,528	52,945
Range 1				
1-5		48,523	49,858	51,229
1-4		47,177	48,474	49,808
1-3		45,037	46,275	47,548
1-2	43,172	44,360	45,580	
1-1	41,495	42,636	43,808	

SCHEDULE 2C

SALARIES – EDUCATION SUPPORT EMPLOYEES WITH ANNUAL LEAVE

	Effective from the first pay period on or after 1 February 2017			
		01/02/2017	01/02/2018	01/02/2019
Level 2	Range 6			
	6-5	140,039	143,890	147,847
	6-4	135,087	138,801	142,618
	6-3	130,267	133,850	137,530
	6-2	125,619	129,073	132,623
	6-1	121,136	124,467	127,890
Level 1	Range 5			
	5-5	117,214	120,437	123,749
	5-4	113,332	116,449	119,651
	5-3	109,657	112,672	115,771
	5-2	106,102	109,020	112,018
	5-1	102,664	105,487	108,388
	Range 4			
	4-6	99,333	102,065	104,872
	4-5	96,117	98,760	101,476
	4-4	93,001	95,558	98,186
	4-3	89,986	92,461	95,003
	4-2	87,069	89,463	91,924
	4-1	84,247	86,564	88,944
	Range 3			
	3-5	77,147	79,269	81,448
	3-4	73,445	75,465	77,540
	3-3	71,066	73,020	75,028
	3-2	68,772	70,663	72,607
	3-1	65,917	67,730	69,592
	Range 2			
	2-5	62,882	64,611	66,388
	2-4	60,269	61,927	63,630
	2-3	58,317	59,920	61,568
	2-2	56,426	57,978	59,573
	2-1	54,327	55,821	57,356
Range 1				
1-5	52,567	54,013	55,498	
1-4	51,109	52,514	53,958	
1-3	48,789	50,131	51,509	
1-2	46,770	48,056	49,378	
1-1	44,952	46,188	47,459	

SCHEDULE 3A

CLASSIFICATION STRUCTURE – SCHOOL SUPPORT EMPLOYEES

Annual Salary

3A.1 The annual salary for a Full Time School Support Employee will be not less than that prescribed by the table 3B or 3C in accordance with their classification.

Weekly Salary

3A.2 The weekly salary is calculated by dividing the annual rate of pay by 52.18.

Annual Leave Loading

3A.3 The annual salary in 3B and 3C does not include annual leave loading.

Progression to the next level.

3A.4 A School Support Employee employed for 40 per cent or less of a full load will be required to complete 24 months' service before progressing to the next level.

Classification Structure

3A.5 School Services Officer Level One

- (a) Qualifications and experience
Level 1 duties do not require a qualification of experience upon engagement.
- (b) Typical roles and duties
 - (i) Cleaner;
 - (ii) Assistant to gardener; or
 - (iii) Assistant to building maintenance.
- (c) Direction and supervision
 - (i) Close supervision or, in the case of more experienced Employee's, routine supervision of straightforward tasks;
 - (ii) Close supervision of more complex tasks.

Roles at this level do not supervise.

3A.6 School Services Officer Level Two

(a) Qualifications and experience

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

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

(b) Typical roles and duties

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

(c) Direction and supervision

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

Roles at this level do not supervise.

3A.7 School Services Officer Level Three

(a) Qualifications and experience

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

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

(b) Typical roles and duties

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

(c) Direction and supervision

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

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

School Services Officer Level Four

- (a) Qualifications and experience
Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
 - (i) Trades certificate or Certificate IV and relevant experience;
 - (ii) An equivalent combination of relevant experience and/or education/training.
- (b) Typical roles and duties
 - (i) Experienced tradesperson;
 - (ii) Supervisor.
- (c) Direction and supervision
 - (i) Broad direction, working with a degree of autonomy.

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

SCHEDULE 3B

SALARIES SCHOOL SUPPORT EMPLOYEES WITH NON-TERM WEEKS

Effective from the first pay period on or after 1 February 2017				
Level	Sub Division	01/02/17	01/02/18	01/02/19
1	1	38,507	39,565	40,654
	2	39,984	41,083	42,213
	3	41,461	42,601	43,772
	4	42,938	44,118	45,332
2	1	43,897	45,104	46,344
	2	44,799	46,031	47,297
	3	45,701	46,958	48,249
	4	46,604	47,886	49,203
	5	47,507	48,813	50,155
3	1	47,556	48,864	50,208
	2	48,820	50,162	51,542
	3	50,084	51,461	52,876
	4	51,347	52,759	54,209
	5	52,610	54,057	55,544
4	1	52,362	53,802	55,282
	2	53,361	54,829	56,336
	3	54,359	55,854	57,390
	4	55,358	56,881	58,445
	5	56,356	57,906	59,499

SCHEDULE 3C

SALARIES – SCHOOL SUPPORT EMPLOYEES WITH ANNUAL LEAVE

Effective from the first pay period on or after 1 February 2017				
Level	Sub Division	01/02/17	01/02/18	01/02/19
1	1	41,715	42,862	44,041
	2	43,316	44,507	45,731
	3	44,915	46,150	47,420
	4	46,516	47,795	49,109
2	1	47,554	48,862	50,206
	2	48,533	49,867	51,239
	3	49,510	50,872	52,271
	4	50,489	51,877	53,304
	5	51,466	52,881	54,336
3	1	51,520	52,936	54,392
	2	52,888	54,343	55,837
	3	54,257	55,749	57,282
	4	55,625	57,155	58,727
	5	56,994	58,561	60,172
4	1	56,725	58,285	59,888
	2	57,808	59,397	61,031
	3	58,889	60,509	62,173
	4	59,972	61,621	63,316
	5	61,053	62,732	64,457

19 February 2018

Fair Work Commission
11 Exhibition Street
Melbourne Vic 3000
via email: member.assist@fwc.gov.au

Dear Deputy President Gostencnik,

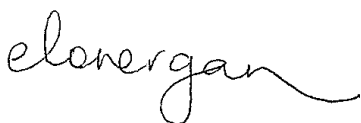
AG2017/3888 – Application for approval of the St Mary’s Coptic Orthodox College Agreement 2017 (the Agreement)

St Mary’s Coptic Orthodox College makes the following undertakings:

That where an employee and the employer do not agree to time off in lieu in accordance with cl.48 of the Agreement, an employee can elect to be paid overtime at the rates prescribed by cl.27(1)(a) of the *Educational Services (Schools) General Staff Award 2010*, or the relevant successor clause in the relevant successor award.

Further, where employment ends and the employee has any time off in lieu accrued under cl.48 of the Agreement, the employee will be paid overtime at the rates prescribed by cl.27(1)(a) of the *Educational Services (Schools) General Staff Award 2010*, or the relevant successor clause in the relevant successor award.

Yours sincerely



Elizabeth Lonergan
Principal