



Eltham College Agreement 2023 - 2025

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covering your pay and conditions



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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Eltham College
(AG2023/4634)

ELTHAM COLLEGE AGREEMENT 2023 TO 2025

Educational services

COMMISSIONER WILSON

MELBOURNE, 15 DECEMBER 2023

Application for approval of the ELTHAM College Agreement 2023 to 2025 – s.218A variation to correct or amend obvious error, defect or irregularity.

Approval

[1] An application has been made for approval of an enterprise agreement known as the *ELTHAM College Agreement 2023 to 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Eltham College. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 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) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 December 2023. The nominal expiry date of the Agreement is 15 December 2025.

Variation

[6] Section 218A provides for the variation of enterprise agreements to correct or amend an obvious error, defect or irregularity and relevantly provides as follows:

- “(1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).
- (2) The FWC may vary an enterprise agreement under subsection (1);
- (a) on its own initiative; or
 - (b) on application by any of the following:
 - (i) one or more of the employers covered by the agreement;
 - (ii) an employee covered by the agreement;
 - (iii) an employee organisation covered by the agreement.
- (3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.”

[7] In recent decisions of the Fair Work Commission¹ (the Commission), it has been noted that s.218A of the Act is akin to the slip rule found in s.602 of the Act which allows the Commission to correct or amend an obvious error, defect or irregularity (whether in substance or form) in relation to a decision of the Commission. The purpose of the section is to remove the complexity associated with varying enterprise agreements which contain an obvious error, defect or irregularity by creating a simpler process for corrections to be made.

[8] Before an amendment under s.218A can be made, the Commission must first be satisfied that an obvious error, default or irregularity (whether in substance or form) exists. If it is found that such an error, default or irregularity exists, the Commission may (not must) vary the agreement.

[9] The Applicant on Tuesday, 12 December 2023 made an application under s.218A of the Act to correct or amend a minor typographical error in Clause 1 of the Agreement. The clause, if unvaried, uses a year in the Agreement title which is inconsistent with the year cited in all other references to the title of the instrument.

[10] I sought the views of the bargaining representatives on the s.218A application. No bargaining representatives objected to the s.218A application.

[11] For the reasons set out above, I am satisfied that the error in Clause 1 was an error within the meaning of s.218A(1) of the Act. I am further satisfied that the application to vary the Agreement has been made by the employer covered by the Agreement, thus satisfying the requirements of s.218A(2)(b)(i) of the Act.

[12] The variation sought will operate from the date the Agreement commences operation, 22 December 2023.

¹ See for example [2023] FWCA 844 per Gostencnik DP, and [2023] FWC 115 per Asbury DP (as Vice President Asbury then was).

Order

[13] I order, pursuant to s.218A of the Act, that the Agreement be varied as follows:

1. Clause 1 is varied by deleting “ELTHAM College Agreement 2022 to 2025” and replaced with “ELTHAM College Agreement 2023 to 2025”.

[14] The variation will operate from 22 December 2023.



COMMISSIONER

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Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/4634

Applicant: Eltham College

Section 185 – Application for approval of a single enterprise agreement

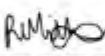
Undertaking – Section 190

I, Rebecca Millar, Director of People and Culture, have the authority given to me by Eltham College to give the following undertakings with respect to the Eltham College Agreement 2023 to 2025 ("the Agreement"):

Eltham College undertakes that the following clauses will operate subject to the National Employment Standards:

1. Clause 36.2, in that the entitlement will be deleted from the Agreement.
2. Clause 37.4, in that the entitlement will operate subject to an application being made to the Fair Work Commission, in accordance with Section 120 of the *Fair Work Act 2009*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature  _____

Date 7 December 2023 _____

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.

ELTHAM College Agreement

2023 to 2025



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Part 1 — Application and Operation of Agreement

1. TITLE

This Agreement is to be known as the ELTHAM College Agreement 2022 to 2025 and is an Enterprise Agreement made pursuant to section 172(2) of the Fair Work Act 2009 (Cth) (the Act).

2. COMMENCEMENT AND PERIOD OF OPERATION

- 2.1 This Agreement will commence to operate 7 days after this Agreement is approved by FWC.
- 2.2 The nominal expiry date of this Agreement is two years from the date of approval.

3. PARTIES BOUND

- 3.1 This Agreement binds:
 - a. the Employer
 - b. Teachers, including Permission-to-Teach Teachers and Careers Advisors
 - c. School Assistants
 - d. School Support Staff
 - e. Professional Services Employees; and
 - f. Psychologists and Counsellors.
- 3.2 This Agreement does not cover:
 - a. the Principal
 - b. a Deputy Principal, however named
 - c. a Bursar or Business Manager, however named, being the most senior administrative employee employed with the delegated authority to act for the Employer
 - d. Member of the Executive Team (by whatever name called)
 - e. Head of Community Engagement (by whatever name called)
 - f. Head of ICT (by whatever name called)
 - g. an Employee who earns more than the high income threshold as defined by s.333 of the Act, as amended pursuant to the Fair Work Regulations 2009 (Cth) or its successor
 - h. trainees, apprentices or employees on a supported wage system.
- 3.3 This Agreement does not apply to Casual Employees.
- 3.4 Parts 1 and 2 of this Agreement apply to all Employees covered by this Agreement. Parts 3, 4, 5, 6, 7, 8 and 9 of this Agreement apply to Employees as specified.
- 3.5 The Independent Education Union will be covered by the Agreement upon notice s.183(1) of the Act.

4. RELATIONSHIP TO AWARDS

- 4.1 This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.

5. NATIONAL EMPLOYMENT STANDARDS

- 5.1 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.
- 5.2 Entitlements in accordance with the NES are provided for under the Fair Work Act 2009 (Cth). Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

6. DEFINITIONS

Attendance Time	means all days of the School Year less the Non Attendance Time (discussed at Clause 44) and the period of annual leave.
Award	means the following: <ul style="list-style-type: none"> • Educational Services (Teachers) Award 2020 [MA000077] or its successor; • Educational Services (Schools) General Staff Award 2020 [MA000076] or its successor and any award applicable to any Employee.
Careers Advisor	means a person who has completed an approved training course and is engaged to provide careers advice to students
Clerical Employee	means a person who is employed wholly or principally in clerical work and/or administrative work, but does not include: <ul style="list-style-type: none"> • a business manager (by whatever name called) • a human resource manager • a finance manager (by whatever name called) • a training services manager (by whatever name called) • a person who has delegated authority to act for the Employer from time to time in the recruitment and termination of employees of the School, 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
Continuous Service	means all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer. Periods of unpaid leave do not break continuity of employment.
Counsellor	means a person who is engaged to provide counselling services and who: <ul style="list-style-type: none"> • has completed an approved training course • is registered with the relevant accreditation authority has more than one year of relevant experience
Employee	means an employee covered by this Agreement
Employer	means Eltham College [ABN 31 004 992 750]
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.
Fixed-Term Employee	means an Employee employed pursuant to clause 12 of this Agreement
Full-Time Employee	means an Employee employed pursuant to clause 12 of this Agreement
FW Act	means the Fair Work Act 2009 (Cth) or its successor
FWC	means Fair Work Commission or its successor
Grounds and Maintenance Employee	means a person engaged in: <ul style="list-style-type: none"> • laying out, planting, construction, cultivation, maintenance, keeping in order or removal of gardens and/or lawns and/or trees • the construction, ornamentation, presentation, formation, maintenance or keeping in order of outdoor sports grounds • the maintenance, presentation and keeping in order of grounds, facilities and buildings • a property manager (by whatever name called) • a grounds/vineyard manager (by whatever name called)

Immediate Family	a. a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or b. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
Information Technology Employee	means a person employed wholly or principally in computer system installation/repair/maintenance; systems analysis services; activities which are incidental ancillary or complimentary to the activities associated with the design and manufacture of computers and computer peripherals, telecommunications equipment, computer software
LSL Act	means the Long Service Leave Act (2018) (Vic)
NES	means the National Employment Standards (Part 2-2 of the FW Act)
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less four (4) weeks' annual leave)
Part-time Employee	means an Employee employed pursuant to clause 12 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 4 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic) or its successor.
Principal	means the Principal of the School or his or her nominee
Professional Services Employee	means a person who is engaged in the following classifications : <ul style="list-style-type: none"> • clerical • grounds and maintenance • information technology • public relations
Provisional Psychologist	means a person who is engaged to provide clinical psychological services and who: <ul style="list-style-type: none"> • has completed an approved training course • is provisionally registered with the Psychology Board of Australia
Psychologist	means a person who is engaged to provide clinical psychological services and who: <ul style="list-style-type: none"> • has completed an approved training course • is registered with Psychology Board of Australia
Public Relations Employee	means a person employed wholly or principally in publicity, promotions, marketing, publications, design and press photography.
Registered Health Practitioner	means a person registered under the Health Practitioner Regulation National Law (Victoria) Act 2009 (Vic) or its successor.
School	means ELTHAM College [ABN 31 004 992 750]
School Assistant	means a person who is ancillary to the process of teaching and includes counsellors, guidance officers, audiovisual assistants, audiovisual technicians, multimedia assistants, multimedia technicians, laboratory assistants, laboratory technicians, library assistants, library technicians, librarians, special education personnel, integration aides, teacher aides, Early Childhood assistants and first aid officers.
School Holidays	means a period of student holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools.
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year.

Teacher	<p>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 Education and Training Reform Act 2006 (Vic.) or its successor and is employed to teach.</p> <p>This definition includes:</p> <ul style="list-style-type: none"> • a qualified teacher librarian • a person who is employed as an Early Childhood Teacher to teach children in the early childhood learning (kindergarten) program <p>but does not include a person employed as Principal or member of the Executive team by whatever name called.</p>
Victorian Institute of Teaching	<p>means the statutory authority for the registration of teachers established pursuant to the Education and Training Reform Act 2006 (Vic.) or its successor</p>

7. DISPUTE RESOLUTION PROCEDURE

7.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

7.2 The Employer and an Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

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 FWC.

7.5 FWC may deal with the dispute in two stages:

- a. FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- b. if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties

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

- a. an Employee must continue to perform his or her work as he or she would normally perform his or her work unless he or she has reasonable concern about an imminent risk to his or her health or safety; and
- b. an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
 - iii. the work is not appropriate for the Employee to perform; or
 - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

Part 2 — Conditions Of Employment For All Employees Covered By This Agreement

8. INDIVIDUAL FLEXIBILITY ARRANGEMENT

8.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- a. this Agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed
 - ii. overtime rates
 - iii. penalty rates
 - iv. allowances;
 - v. leave loading; and
- f. 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(a); and
- g. the arrangement is genuinely agreed to by the Employer and Employee.
- h. the Employee may choose to be accompanied by a person of their choice when meeting with the Employer to negotiate an Arrangement under this clause.

8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- a. are about permitted matters under section 172 of the FW Act; and
- b. are not unlawful terms under section 194 of the FW Act; and
- c. result in the Employee being better off overall than the Employee would be if no arrangement was made.

8.3 The Employer must ensure that the individual flexibility arrangement

- a. is in writing; and
- b. includes the name of the Employer and Employee; and
- c. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d. includes details of:
 - i. the terms of this Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- iv. states the day on which the arrangement commences.

8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The Employer or Employee may terminate the individual flexibility arrangement:

- a. by giving 28 days written notice to the other party to the arrangement; or
- b. if the Employer and Employee agree in writing — at any time.

9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

9.1 This term applies if the employer:

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

Major change

9.2 For a major change referred to in clause 9.1(a):

- a. the employer must notify the relevant employees of the decision to introduce the major change; and
- b. subclauses (9.3) to (9.9) apply.

9.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.4 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.

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

- a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and

- iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- d. for the purposes of the discussion — provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

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

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

9.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 9.2 and subclauses (a) and (b).

9.9 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

9.10 For a change referred to in clause 9.1(b):

- a. the employer must notify the relevant employees of the proposed change; and
- b. subclauses 9.11 to 9.15 apply.

9.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.12 If:

- a. relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

9.13 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 reasonably believes are likely to affect the employees; and
- d. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

9.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

9.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 9.1.

10. CONSULTATIVE COMMITTEE

PREAMBLE

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

10.1 It is agreed by the parties that a consultative committee will be established.

10.2 The consultative committee is a mechanism for the Principal and staff to raise issues that are impacting or may impact upon staff.

10.3 This consultative committee does not replace the College's obligations under Clause 9 – Consultation regarding Major Workplace Change.

Committee

- 10.4** The Consultative Committee will to the extent possible comprise of
- 1x Director of People and Culture or their delegate
 - 1x representatives from the College Leadership Team
 - 2x Teacher representative from senior school/ learning support
 - 2x Teacher representative from junior school
 - 1x School Assistant representative
 - 2x Professional Services staff representatives
 - 1x Early Learning Centre Representative
 - 1x IEU representative nominated from the IEU membership at the College
- 10.5** Representatives can be nominated from their constituent group. If a nominee from a constituent group cannot be agreed upon then an election will be held to confirm the representative
- 10.6** Each member may choose to have a proxy.
- 10.7** The Consultative Committee shall be established and the term of office of members shall be 2 years.

Procedures

- 10.8** Meetings of the Consultative Committee may be called by the Principal or by at least two members of the Committee at any time.
- 10.9** The Consultative Committee shall be scheduled to as agreed.
- 10.10** The Consultative Committees can provide recommendations to the Principal on matters that are impacting or may impact upon staff.
- 10.11** Reasonable notice of meetings will be given and the agenda and relevant papers shall be distributed with sufficient time to allow consideration prior to the meeting.
- 10.12** Minutes of the meeting shall be made available to the members of the Consultative Committee within two weeks of the date of the meeting.
- 10.13** Where a Principal makes a decision which is not consistent with the recommendations of the Consultative Committee, the Principal shall explain to the Committee members the reasons for the decision.
- 10.14** Where a grievance arises in relation to the procedural operation of the Committee, the Dispute Resolution Procedure will apply.

11. MODES OF EMPLOYMENT

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

Letter of Appointment

- 11.1** Prior to the commencement date of employment, new staff members of the Employer will receive a letter of appointment which provides information relating to:
- the date on which employment commences;
 - the date on which employment ceases (in respect of a Fixed Term Employee);
 - the commencing salary, classification and mode of payment;
 - superannuation arrangements;
 - a broad job description;
 - the time, place, and matters to be covered during a formal induction process.
- 11.2** In addition to the above the following will be included for the following employments types:
- 11.3 Teachers**
- face-to-face teaching load
 - extra-curricular responsibilities
 - extra-curricular duties will be proportionate to the fraction of employment for part time staff
- 11.4 Clerical employees and School Assistants**
- restrictions on taking annual leave
- Full-time Employee/s**
- 11.5** The Employer may engage an Employee on a full-time basis in accordance with this Agreement. 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.
- Part-time Employee**
- 11.6** The Employer may employ an Employee on a part-time basis in accordance with this Agreement.
- 11.7** 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 permanent variation occurs. For a Part-time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.
- 11.8** A Part-time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full-time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in clause

12.3.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full-time Teacher's face-to-face teaching hours are deemed to be 19 hours for Senior Years (Years 7 – 12) and 23 hours for Early Years (ELC) and Junior Years (Prep – Year 6):

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

11.9 A Part-time Teacher will undertake a proportionate number of other duties normally expected of a Full-time Teacher.

11.10 The Employer will attempt to accommodate the request of a Part-time employee with regards to days worked. The spread of part-time hours will have regard for the educational needs of students, timetabling, operational constraints and the employees' circumstances and caring responsibilities.

11.11 Employees may request access to a period or periods of part-time work in order to 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.

11.12 An Employer may require a part-time Employee, other than a Teacher, to work reasonable additional hours in accordance with the provisions clause 66.

Variation of Part-time hours

11.13 Clause 37 (Redundancy) of this Agreement does not apply where a Part-time Employee's time fraction has been reduced by less than 0.2 or 25 percent, relative to the time fraction at which the Employee was initially employed on a part-time basis.

11.14 In the event that a part-time Employee has had their hours of work reduced within the preceding two years (other than when the employee has requested the reduction), and the cumulative reduction in working hours is greater than 0.2 or 25 percent, relative to the time fraction at which the Employee was initially employed on a part-time basis then the Clause 11.14 does not apply and the Employee is entitled to a redundancy under Clause 37.

Fixed-Term Employee

11.15 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 Employee/s who are on leave;
- to undertake a specified project;
- 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.

11.16 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.

11.17 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.

11.18 Subject to clause 12, the termination of employment of a Fixed-Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 46, 54, 63 and 68.

11.19 A Fixed-Term Employee is not entitled to any of the following benefits under this Agreement:

- redundancy
- fee remission for children
- HECS support.

12. MINIMUM EMPLOYMENT PERIOD

12.1 An Employee's employment is contingent upon the satisfactory completion of a minimum employment period of six- months.

12.2 If the Employer is to terminate the employment 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 46, 54, 63 and 68 and does not need to comply with any due process or performance management policies or procedures in place from time to time.

12.3 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.

Employee	Period of Notice
Teacher	4 weeks wholly within the one school term
School Assistant	4 weeks
All other Employee/s	1 week

12.4 If the Employee resigns 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 12.3 above.

13. REMUNERATION AND CLASSIFICATION STRUCTURES

13.1 The rates of pay are set out in the Schedules of this Agreement.

13. The Employer and Teaching and Career Advising Staff agree that future Enterprise Agreement negotiations will seek to ensure that teacher's salaries are set at a figure at least 3% above those paid to Victorian State Government teachers whilst to all intents and purposes, salary structures remain similar to structures described in the Victorian Government Schools Agreement 2013.

13.3 Salaries for all other staff covered by this agreement will increase at a rate which is consistent with increases in Teaching and Career Advising Staff salaries.

14. REMUNERATION PACKAGING

14.1 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.

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

15. SUPERANNUATION

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

16. PAYMENT ARRANGEMENTS

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

17. ANNUAL LEAVE LOADING

17.1 Salaries are inclusive of any entitlement that would otherwise exist for annual leave loading.

18. ALLOWANCES

An allowance is paid to a member of staff for specific duties performed which are beyond the employee's defined duties or agreed time commitment.

18.1 Wage based allowances

Wage based allowances, will be increased by the same percentage, and rounded up to the up to the nearest \$10 to be paid at the same time as the wage increases for the relevant classification. "Wage based allowances" include position of responsibility allowances however described.

Where a teaching member of staff who is not "top of scale" takes up a position of responsibility, the staff member is remunerated at top of scale for the time allowance applicable to the position of responsibility. That is, the staff member will be paid at their usual level for their usual duties, and at the top of scale for their POR time release.

18.2 Acting Responsibility allowance

A responsibility allowance is paid to a member of staff to assume the duties and responsibilities attached to an allowance when a member of staff is away on authorised leave for a continuous period of more than five working days. The responsibility allowance is paid at the existing rate for that allowance.

18.3 Higher Duties Allowance

The Employer may direct that an Employee other than a Teacher temporarily perform duties applicable to a classification higher than that of the Employee.

Where an Employee other than a Teacher performs such duties for more than five working days 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.

18.4 Core Outdoor Education Camp Allowance

Eltham College runs various core camp experiences across the year. Some teachers will be required to attend core camps. Requirement to attend will be based on the role. Special circumstances may be taken into account by negotiation between the employer and employee.

An Employee, other than a teacher employed specifically as an Outdoor Education specialist, will be entitled to the payment of a camp allowance of \$100 per night for

attending a core Outdoor Education Camp. The allowance is not applicable when an Employee attends a voluntary camp or Outdoor Education Experience.

18.5 Meal Allowance

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7pm on any day. Where an Employee has a medical or ethical reason to request a special dietary requirement, the caterer will provide a suitable meal. Where this is not possible, an Employee may claim a meal allowance equivalent to the cost of the Employer provided meal.

18.6 Study Allowance

An Employee will be reimbursed, up to up to a maximum of \$600 per semester, due for employment related study which has been successfully completed and for which the Employee has been given prior written approval by the Employer.

19. FEE REMISSION FOR CHILDREN OF EMPLOYEE/S

- 19.1** An Employee will be offered a remission of tuition fees for any child under his or her care or custody enrolled at the School.
- 19.2** The remission of fees will be 50% of fees in Early Learning and 40% of College fees. Should FBT be introduced in respect of Early Learning fees, the remission of fees shall be 40% in all cases.
- 19.3** The Employer will waive payment of the Application fees normally required in respect of enrolment.
- 19.4** The fee remission will apply to the balance of fees payable by the Employee after the grant of an award such as a scholarship.
- 19.5** The fee remission will continue to apply if the Employee is on paid leave.
- 19.6** The fee remission will apply for up to 12 months of Parental Leave.
- 19.7** The fee remission does not apply to any other form of unpaid leave.
- 19.8** Fee remission can only apply when fee payment is not in arrears unless agreed in writing with the Principal. Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

20. OUT OF SCHOOL HOURS CARE FOR CHILDREN OF EMPLOYEE/S

- 20.1** Where the College requires an Employee with a child or children (3 years of age to Year 6 level) to undertake work outside usual working hours or during non-attendance time, on behalf of the School, the Employee may access the College's Out of School Hours Care services (Before School Care,

After School Care and School Holiday Program) free of charge, by agreement between the Employee and the College. This is conditional on space being available and appropriate bookings being made in accordance with the Booking Policy.

1.2 Performance and conduct management

- 1.2.1** Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
 - 1.2.2** A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - a. the Employer's concern(s) with the Employee's performance;
 - b. the time, date and place of the first formal meeting to discuss the Employee's performance;
 - c. the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
 - d. the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
 - 1.2.3** Formal performance management meetings will
 - a. include discussion of the Employer's concern(s) with the Employee's performance;
 - b. give the Employee an opportunity to respond to the Employer's concern(s);
 - c. include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - d. include documentation, where appropriate;
 - e. set periods of review, as appropriate.
 - 1.2.4** If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.
- ## **1.3 Conduct management**
- 1.3.1** Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
 - 1.3.2** The Employer will advise the Employee in writing of:
 - a. the Employer's concern(s) with the Employee's conduct;
 - b. the time, date and place of the meeting to discuss the Employee's conduct;
 - c. the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;

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

1.3.3 The formal conduct management meeting(s) will:

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

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

- a. summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- b. issuing the Employee with a warning or a final warning in writing;
- c. terminating the employment of the Employee in accordance with the relevant notice provision;
- d. no further action;
- e. other action, appropriate to the situation.

21.

22. PERSONAL/CARER'S LEAVE

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

22.2 This clause does not reproduce the NES.

Entitlement

22.3 An Employee is entitled to 15 days of paid personal/carer's leave each year. Unused Personal Leave is cumulative per year of service.

22.4 A part-time Employee is entitled to paid personal leave on a pro rata basis.

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

22.6 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. A Part-time Employee is entitled to paid carer's leave on a pro rata basis .

22.7 Where the Employee has exhausted the paid personal 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.

22.8 Personal leave for an Employee accrues upon the completion of each four-week period of continuous service, based upon the Employee's nominal hours of work.

22.9 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.

22.10 An Employee is entitled to personal leave provided that the Employee, if required, gives the Employer evidence that would satisfy a reasonable person:

- a. for any absence of more than two consecutive days
- b. for any absence directly proceeding or following a holiday to which the Employee is entitled
- c. where an Employee has already taken five days without a medical certificate or a statutory declaration in the one year.

22.11 An Employee is entitled to carer's leave provided that the Employee, if requested, gives the Employer evidence that would satisfy a reasonable person, of the Employees need to provide care or support as per clause 22.10.

23. COMPASSIONATE LEAVE

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

23.2 This clause does not reproduce the NES Standard in full.

Entitlement:

23.3 An Employee may take 3 days' paid leave per occasion when:

- a. a member of the Employee's immediate family or household
 - i. dies; or
 - ii. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - iii. sustains a personal injury that poses a serious threat to his or her life.
- d. a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- e. the employee, or the employee's spouse or de facto partner, has a miscarriage.

23.4 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.

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

24. INFECTIOUS DISEASES LEAVE

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

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever
- Hepatitis
- SARS
- H1N1
- Avian Flu
- Other similarly contagious disorders

24.2 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.

25. PUBLIC HOLIDAYS

25.1 An Employee is entitled to public holidays as specified in the Public Holidays Act 1993 (Vic) and as gazetted by the Victorian Government from time to time. These include the following:

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

25.2 An Employee will be paid on a public holiday if the Employee is ordinarily scheduled to work on such a day.

25.3 The Monday before Melbourne Cup Day shall be granted as an additional holiday.

25.4 Public holidays that occur during a period of leave for Employee/s in accordance with clauses 44 or 53 do not create an additional entitlement.

25.5 By agreement between the Employer and an individual Employee, an alternative day may be taken as the public holiday in lieu of any of the specified days.

25.6 An agreement made in accordance with 25.5 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.

26. PARENTAL LEAVE

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

26.2 An Employee is entitled to 12 months unpaid parental leave:

- a. provided the Employee has completed at least 12 months of continuous service with the Employer; and
- b. provided the leave is associated with
 - i. the birth of the child of the Employee or the Employee's spouse or de facto partner, or
 - ii. the placement of a child with the Employee for adoption; and
- c. the Employee has or will have responsibility for the care of the child.

26.3 An Employee who has taken unpaid parental leave from the Employee's available parental leave period may request a further period of up to 12 months unpaid parental leave

Notice and Evidence

26.4 An Employee must give his or her Employer written notice of the taking of unpaid parental leave

- a. at least:
 - i. 10 weeks before starting the leave, or
 - ii. 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.
- c. If it is not practicable to provide notice in accordance with (a) as soon as practicable.

26.5 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.

26.6 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.

26.7 A period of unpaid parental leave does not break an Employee's continuity of employment but does not count as service.

26.8 An Employee who takes unpaid parental leave may by agreement with the Employer reduce the period of parental leave and return to work prior to the original end date of the leave or the intended end date of an extended period of parental leave pursuant to clause 26.3.

26.9 An Employee entitled to parental leave under the NES may request the Employer to allow the Employee to return to work from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

26.10 An application pursuant to 26.3 or 26.9 must be in writing and must be made as soon as possible but not less than 4 weeks before the end of the term preceding the term in which the Employee intended to return from parental leave.

26.11 The Employer must give the Employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable and not later than 21 days after the request is made.

26.12 The Employer will consider the request 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 business grounds related to the effect on the workplace or the Employer's business. Such grounds might include it being too costly, lack of adequate replacement staff, significant loss of efficiency and significant negative impact on customer service.

27. PAID PARENTAL LEAVE

Entitlement to Paid Parental Leave:

27.1 Subject to this clause 31.3 of this Agreement:

- a. Where an Employee is granted unpaid parental leave in accordance with clause 31.1.2 of this Agreement to be the primary caregiver of a child, the Employee is entitled to take 14 weeks of paid parental leave providing the Employee takes a minimum period of 14 weeks of parental leave.
- b. Where an Employee, who is to be the non-primary carer, is granted unpaid short parental leave at the time of the birth of a child or unpaid short parental leave at the time of placement of a child in accordance with clause 31.1.2 of this Agreement, the Employee is entitled to take up to three weeks of the leave as paid parental

leave. Paid short parental leave may, at the discretion of the Principal be granted and taken within three months of the birth or placement of the child as applicable.

Payment:

27.2 The paid parental leave entitlement will be paid at the Employee's ordinary rate of pay immediately before the Employee commences the period of paid parental leave. For Employee/s who are not Full-Time Employee/s, the paid parental leave entitlement will be paid as a proportion of such amount in accordance with the amount of time worked by the Employee.

27.3 The paid parental leave entitlement will be paid to the Employee at the same times and intervals as the Employee would receive his or her pay if the Employee were still at work. The first payment will be made during the pay period commencing closest to the date the Employee commences the period of parental leave.

Other Paid Leave:

27.4 Paid parental leave cannot be taken concurrently with any other paid leave.

Employer employs both parents of the child:

27.5 Where the Employer employs both parents of the child, only one parent is entitled to paid parental leave.

Second or subsequent Paid Parental Leave entitlement:

27.6 In order to be entitled to a second or subsequent paid parental leave entitlement, an Employee must return to work with the Employer and complete a further period of not less than fifty-two (52) weeks' work. For the purpose of this sub-clause, work does not include any period(s) of unpaid leave.

Accrual of Leave Entitlements:

27.7 During the period of time that the Employee is entitled to paid parental leave pursuant to clause 30.3 of this Agreement, the Employee is entitled to accrue annual leave and paid personal/carer's leave. However, paid parental leave does not count for the purpose of accrual of any benefits or entitlements under the Long Service Leave Act 2018 (Vic.).

28. LONG SERVICE LEAVE

28.1 Long Service Leave is as provided by the NES, or the Long Service Leave Act 2018, as appropriate, except where this Agreement provides ancillary or supplementary terms..

28.2 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment. An Employee is

entitled to an additional six and a half (6.5) weeks long service leave for each additional five (5) years of continuous employment with the Employer.

28.3 Long service leave should be taken within one (1) year of it becoming due, i.e. in the year following the accrual of 13 weeks leave. If during that year, the Employee has neither taken the leave nor nominated a mutually acceptable time to take the long service leave due, then the Employer will give written notice that the leave must be taken within six (6) months unless the Employer and the Employee otherwise agree. An Employee who has completed seven (7) years of continuous paid employment is entitled to apply to take long service leave from the Employee's accrued entitlement.

28.4 Long service leave shall be taken by Teachers in blocks of a whole school term, but a minimum of one day of long service leave may be accessed by application. Long service leave applications will be considered by the College on their merits and approval will not be unreasonably withheld.

28.5 Unless otherwise agreed by the Employer, a Teacher is required to make written application for long service leave no later than the last day of term 2 of the year prior to the year in which it is proposed that the leave be taken, or as otherwise agreed by the employer. Four weeks notice is required for applications for single days of long service leave.

28.6 Where the Employee and Employer agree, a period of long service leave can be taken in conjunction with other forms of paid or unpaid leave.

28.7 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.

28.8 A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

- a. Service prior to 1 February 1997:
 - i. where all service for the period of employment ending 31 January 1997 was part-time, salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay;
 - ii. where full-time employment falls last, leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment;
 - iii. where part-time employment falls last, leave taken from the full-time credit will

be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment;

- iv. where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment, the higher figure will be used in determining the average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.
- e. Service from 1 February 1997:
 - i. A Teacher whose time fraction has varied during service payment will be paid at the proportionate rate, calculated by averaging the time fractions over the period of eligible service.

Illness on Long Service Leave

28.9 Subject to the requirements of 28.12, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Employer for the period of illness or injury to be treated as sick leave, with long service leave recredited to the Employee. The Employer 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.

28.10 The Employee's application under 28.11:

- 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.

29. LEAVE WITHOUT PAY

29.1 An Employee may apply for leave without pay which may be granted at the discretion of the Employer.

30. JURY SERVICE LEAVE

Entitlement

- 30.1** 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.
- 30.2** An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 30.3** 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 and of any change to the known period of absence.
- 30.4** The Employee must provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 30.5** Subject to 30.1 to 30.4 of this clause, the Employer will reimburse an Employee granted leave pursuant to 30.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

31. EXAMINATION LEAVE

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

32. QUALIFICATION CONFERRAL LEAVE

- 32.1** 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.

33. SPECIAL LEAVE

- 33.1** At the discretion of the Employer, an Employee may request time off in special circumstances involving pressing domestic necessity or bona fide removal to a new place of residence which, if granted, will be debited against the Employee's accrued personal leave entitlement under clause 22.3..

34. WORKPLACE TRAINING LEAVE

- 34.1** An Employee serving as an Occupational Health and Safety Representative or a First Aid Officer will be required to attend a suitable training program from an accredited training provider. Up to five days paid leave per year may be granted to attend such training courses. Such training may include initial training courses and refresher courses.
- 34.2** Provisions for workplace training leave are not cumulative.

35. ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 35.1** Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 39 weeks.
- 35.2** Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 39 weeks.
- 35.3** Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of 39 weeks.

36. WITHHOLDING OF MONIES

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

37. REDUNDANCY

37.1 Definition:

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

37.2 Redundancy Disputes

- 37.2.1** Where a redundancy dispute arises, and if it has not already done so, an Employer must provide

the affected Employee(s) and the Employee's representative (if requested by any affected Employee) in good time, with relevant information:

- i. the reasons for any proposed redundancy;
- ii. the number and categories of Employee/s likely to be affected; and
- iii. the period over which any proposed redundancies are intended to be undertaken.

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

37.2.3 Transfer to lower paid duties:

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

37.2.4 Severance Pay:

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

Redundancy - Payments per year of service.

Less than 1 year	0 weeks
1 year and less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	12 weeks
7 years but less than 8 years	14 weeks
8 years but less than 9 years	16 weeks
9 years but less than 10 years	18 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years and over	24 weeks

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

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

37.3 Leave during notice:

An Employee, whose employment is terminated for

reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 41.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

37.4 Alternative employment:

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

37.5 Time off during notice period:

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

37.6 Calculation of Redundancy for Part time Employee:

- a. A part time employee's severance pay will be calculated on the fraction of employment at the time of redundancy or the average fraction of employment over their period of service at the college, whichever is the greater.
- b. If the employee is eligible for a redundancy as per clause 37 then severance pay will be calculated using the employee's time fraction on the day immediately preceding the first of the two consecutive School Years in which the employee's time fraction was reduced or the average fraction of employment over their period of service at the college, whichever is the greater.

38. 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.

39. PROTECTIVE CLOTHING

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

40. ANNUAL REVIEW MEETINGS

Formative annual review meetings will be held with all employees.

41. FAMILY DOMESTIC AND VIOLENCE LEAVE

41.1 NES

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

41.2 Definitions

In this clause:

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

close relative means:

- a member of the Employee's immediate family; or
- is related to the Employee according to the Aboriginal or Torres Strait Islander kinship rules.

41.3 Entitlement to leave

- a. Each year, for the purposes of dealing with family and domestic violence, all employees, including casual employees, are entitled to 20 days' paid family and domestic violence leave:
- b. The entitlement in cl.41.3(a) to deal with family and domestic violence:
 - is available in full at the start of each 12-month period of the Employee's employment; and
 - does not accumulate from year to year.

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

41.4 Taking leave

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

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

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

41.5 Notice and evidence requirements

a. Notice

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

- must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

- must advise the Employer of the period, or expected period, of the leave.

b. Evidence

An Employee who has given the Employer notice of the taking of leave under cl.41.5(a) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in cl.41.4.

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

41.6 Confidentiality

- a. The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under cl.41.5(b) is treated confidentially, as far as it is reasonably practicable to do so.
- b. Nothing in cl.41.6(a) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

41.7 Compliance

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

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS AND CAREERS ADVISORS

42. CLASSIFICATIONS AND SALARY

- 42.1 Schedule 1A sets out the classification structure and progression arrangements.
- 42.2 Schedule 1B sets out the salary for a Teacher and Careers Advisors.
- 42.3 To the extent necessary, the Employer and the Employee agree that salary and rates of pay will be in accordance with Schedule 1B.
- 42.4 The salary specified in Schedule 1B is in compensation for all hours worked under this Agreement.

43. HOURS OF WORK

43.1 Teachers

- 43.1.1 The Employer will determine the ordinary full-time, face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- 43.1.2 Should the place of business be closed by reason of a natural disaster for a period of more than 5 working days, the Employer and the Employee will negotiate appropriate make-up time.

43.1.3 Workload clause

X Teacher workload management

- a. The Employer acknowledges the need to support Teachers in managing workload in the most effective manner, and in a way which is of benefit to both Teachers and students.
- b. The parties to this Agreement commit to a process where Employees and the Employer will engage in ongoing consultation to achieve improvements in workload during the life of the Agreement.

43.2 Careers Advisor

- 43.2.1 The ordinary hours of work for a Full-time Careers Advisor will be 38 hours per week..

44. NON ATTENDANCE TIME

- 44.1 Teachers and Careers Advisors are not required or requested by the Employer to attend the school premises during student non-attendance time. However, it is expected that they will use the student non-attendance time to undertake any work required to ensure that they satisfy all professional duties and obligations and are ready to resume teaching/advising and professional duties in the

following period. Teachers and Careers Advisors are entitled to receive salary during student non-attendance time. An exception to the attendance requirement is that Careers Advisors must, if requested make themselves available for one week in the Term 3 holidays; one week in December during the Term 4 school holidays when VCE Unit 3/4 results are released and change of preference counselling is required; and one week in January when offers are made by tertiary institutions.

- 44.2 Non-attendance Time is not a period of authorised leave.

- 44.3 Where a Teacher or Career Advisor takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 44.4.

- 44.4 If a Teacher or Career Advisor's employment is terminated or the Teacher or the Careers Advisor resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non-attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

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

45. ANNUAL LEAVE

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

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

- 45.3 Teachers and Careers Advisors are entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

- 45.4 **Annual leave may only be taken during non-attendance time.**

- 45.5 Teachers and Careers Advisors must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4. The shutdown period may differ for individual Teachers or Careers Advisors, depending on work commitments and activities. The shutdown is defined as a period where

the Employer shuts down the business, or any part of the business, in which the Teacher or Careers Advisor works.

45.6 A Teacher or Careers Advisor and the Employer may agree in writing that the Teacher/ Careers Advisor performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.

45.7 Teachers and Careers Advisors will take all accrued annual leave during the shutdown period.

46. NOTICE OF TERMINATION

46.1 Where the Employer wishes to terminate the employment of a Teacher or a Careers Advisor during the minimum employment period pursuant to clause 12, or a Teacher/ Careers Advisor wishes to resign during the minimum employment period the period of notice is specified by clause 12.

46.2 Where the Employer wishes to terminate the employment of a Teacher or Careers Advisor, where the Teacher/Careers Advisor has had more than six months 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.

46.3 Where the Employer wishes to terminate the employment of a Fixed Term Teacher or a Fixed Term Careers Advisor, who is replacing another Teacher or Careers Advisor on parental leave, the Employer will give the Fixed-Term Teacher/Careers Advisor four weeks' notice if the Teacher/ Careers Advisor being replaced provides notice to the Employer that the Teacher/ Careers Advisor being replaced wishes to return from parental leave.

46.4 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedule 1B that a Teacher/Careers Advisor would have received by working during the notice period if the Teacher/ Careers Advisor's employment had not been terminated.

46.5 Subject to clause 12, a Teacher/Careers Advisor 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.

46.6 The notice period in this clause and in clause 12 does not apply where the Teacher or Careers Advisor is guilty of serious misconduct.

47. EXAMINATION ASSESSOR LEAVE

47.1 A Teacher may request up to two days paid leave per annum to undertake the duties of a VCE examination assessor with the Victorian Curriculum and Assessment Authority (VCAA). The granting of such leave will be at the discretion of the Employer.

47.2 A Teacher must provide the Employer with written proof of his/her appointment as a VCE examination assessor with the VCAA.

47.3 A Teacher will negotiate with the Employer the dates and times of his/her leave to ensure the School's operational requirements can be satisfied.

47.4 Examination assessor leave is not cumulative.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

48. CLASSIFICATIONS AND SALARIES

- 48.1 Schedule 2A sets out the classification structure for a School Assistant.
- 48.2 Schedule 2B sets out the salary for a School Assistant entitled to School Holidays.
- 48.3 Schedule 2C sets out the salary for a School Assistant entitled to six weeks' annual leave.

49. HOURS OF WORK

- 49.1 The ordinary hours of work for a Full-time School Assistant will be 38 hours per week. A School Assistant Employee's ordinary hours of work will be between 6.00am and 6.00pm from Monday to Friday.
- 49.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 49.4 The Employer may require a School Assistant to work reasonable additional hours, in accordance with the arrangement specified in Part 7.

50. BREAKS

50.1 Meal break

An employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

50.2 Rest break

- a. At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- b. Notwithstanding, an employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

51. ANNUAL LEAVE

- 51.1 Annual Leave is in accordance with the NES except where more favourable terms are provided in this Agreement.
- 51.2 This clause does not reproduce the NES.
- 51.3 A School Assistant is entitled to six weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

- 51.4 A School Assistant may apply to have an additional two weeks' annual leave within a nominated 12-month period with a proportionate reduction in salary (50/52) apportioned over the 12 month period, provided that all eight weeks leave are taken within the nominated 12 month period.
- 51.5 Where a School Assistant elects to have two week's additional annual leave in accordance with Clause 51.4, the accrual of leave entitlements will not be affected. However, contributions of superannuation will remain proportional to salary.
- 51.6 Annual leave may only be taken during non-attendance time.
- 51.7 A School Assistant must generally take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.
- 51.8 Where a School Assistant has not accrued sufficient annual leave to be taken during the shutdown period, the School Assistant will be entitled to leave which will be unpaid.

52. SCHOOL HOLIDAYS

- 53.1 A School Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 53.2 The salary for a School Assistant in Schedule 2B takes this period of additional leave into account.
- 53.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 53.4 A School Assistant 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 School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

53. NOTICE OF TERMINATION

- 54.1** Where the Employer wishes to terminate the employment of a School Assistant during the minimum employment period to clause 12, or a School Assistant wishes to resign during the minimum employment period, the period of notice is specified by clause 13.
- 54.2** Where the Employer wishes to terminate the employment of a School Assistant, 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 School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 54.3** Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B or 2C that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.
- 54.4** A School Assistant, 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 a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 54.5** In addition to the period of notice specified in 54.2, a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.
- 54.6** The notice period in this clause and in clause 13 do not apply where the School Assistant is guilty of serious misconduct.

PART 5 – CONDITIONS OF EMPLOYMENT FOR PROFESSIONAL SERVICES EMPLOYEES

54. CLASSIFICATIONS AND SALARIES

- 56.1** Schedule 3A sets out the classification structure for a Clerical Employee.
- 56.2** Schedule 3B sets out the salary for a Clerical Employee.
- 56.3** Schedule 4A sets out the classification structure for a Grounds and Maintenance Employee.
- 56.4** Schedule 4B sets out the salary scale for a Grounds and Maintenance Employee.
- 56.5** Schedule 5A sets out the classification structure for an Information Technology Employee.
- 56.6** Schedule 5B sets out the salary scale for an Information Technology Employee.
- 56.7** Schedule 6A sets out the classification structure for a Public Relations Employee.
- 56.8** Schedule 6B sets out the salary scale for a Public Relations Employee.

55. HOURS OF WORK

- 55.1** The ordinary hours of work for a Full-time Professional Services Employee will be 38 hours per week.
- 55.2** The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 55.3** The Employer and individual Professional Services Employees may agree to vary the hours of work arrangements at any time.
- 55.4** The ordinary hours of work may be worked as follows:
 - a. On any day from Monday to Friday between 8.00 a.m. and 6.00 p.m. for the following employees:
 - i. Clerical employees
 - b. On any day from Monday to Friday between 6.00 a.m. and 6.00 p.m. for the following employees:
 - iii. Public relations
 - iv. Grounds and Maintenance
 - e. On any day from Monday to Friday between 7.00 a.m. and 6.00 p.m. for the following employees:
 - i. Information Technology
- 55.5** To the exclusion of 55.4(a), the Employer and an Employee (other than Grounds and Maintenance Employee) may agree upon the arrangement for the Clerical Employee's ordinary hours of work, but not limited to:

- a. Daily starting and finishing times
- b. The time and duration of meal breaks, provided the meal break is not less than 30 minutes and is commenced not more than five hours after commencing work;
- c. attendance at School meetings; and
- d. flexible working arrangements.

- 55.6** The Employer may require a Professional Employee to work reasonable additional hours, in accordance with the arrangements specified Part 7 of the Agreement.

56. ROSTERED DAYS OFF – MAINTENANCE AND GROUNDS EMPLOYEES

- 56.1** The Employer may employ a system of Rostered Days Off by any of the following methods:
 - a. By fixing one week day in a particular working cycle on which all Employee/s will be off, or
 - b. By rostering Employee/s off on various days of the week in a particular work cycle so that each Employee has one day off during that cycle; or
 - c. By any other method which best suits the enterprise and is agreed to by the Employer and a majority of Employee/s affected.
- 56.2** Where any scheduled rostered day off falls on a public holiday, the next working day will be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next is agreed in writing between the Employer and the Employee.
- 56.3** An Employee who has not worked a complete 20 day four week cycle will be paid for the rostered day off on a pro rata basis for each day worked or regarded as having been worked in such cycle. This payment will also be made on termination of employment.
- 56.4** Each day of paid leave taken (except a rostered day off) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

57. BREAKS

57.1 Meal Break

An employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

57.2 Rest Break

- a. At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- b. Notwithstanding, an employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

58. ANNUAL LEAVE

- 58.1** Annual leave is in accordance with the NES except where more favourable terms are provided in this Agreement.
- 58.2** This clause does not reproduce the NES.
- 58.3** A Professional Services Employee is entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 58.4** A Professional Employee may apply to have an additional two weeks' annual leave within a nominated 12 month period with a proportionate reduction in salary (50/52) apportioned over the 12 month period, provided that all seven weeks leave are taken within the nominated 12 month period.
- 58.5** Where a Professional Services Employee elects to have two week's additional annual leave in accordance with Clause 58.4, the accrual of leave entitlements will not be affected. However, contributions of superannuation will remain proportional to salary.
- 58.6** Annual leave may be taken in such periods as are mutually agreed between the Employer and the Professional Employee. Where mutual agreement cannot be reached, the Employer will direct when the leave must be taken.
- 58.7** A Professional Services Employee must generally take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Professional Services Employee works.
- 58.8** Where a Professional Services Employee has not accrued sufficient annual leave to be taken during the shutdown period, the Professional Services Employee will be entitled to leave which will be unpaid.
- 58.9** A Professional Services Employee may elect, with the consent of the Employer, to take annual leave in single days, up to a maximum of 10 single days in any year.

59. NOTICE OF TERMINATION

- 59.1** In order to terminate the employment of a Professional Services Employee, the Employer must give to the Professional Services Employee, the period of notice specified below.

Period of continuous service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 59.2** In addition to the notice prescribed in 59.1, a Professional Services Employee over 45 years of age at the time of the giving of the notice, with not less than two years of continuous service, is entitled to an additional week's notice.
- 59.3** The Employer may elect to provide payment in lieu of the prescribed notice in 59.1 and 59.2. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that the Professional Employee would have been entitled to, had employment continued until the end of the required period of notice.
- 59.4** The notice of termination required to be given by a Professional Services Employee is the same as that required of the Employer, save and except that there is no requirement upon the Professional Services Employee to give additional notice based upon the age of the Professional Services Employee concerned.
- 59.5** The Employer and a Professional Services Employee may agree in writing to vary the period of notice required under 59.1 and 59.2, provided that the agreed period of notice will not be less than that required by this Agreement.
- 59.6** The notice period in this clause and in clause 12 do not apply where the Professional Employee is guilty of serious misconduct.

PART 6 – CONDITIONS OF EMPLOYMENT FOR PSYCHOLOGISTS AND COUNSELLORS

60. CLASSIFICATIONS AND SALARIES

60.1 Schedule 7A sets out the classification structure for a Psychologists and Counsellors.

61. HOURS OF WORK

61.1 The ordinary hours of work for a Full-time Psychologists and Counsellors will be 38 hours per week. A Psychologists and Counsellor's ordinary hours of work will be between 7.00 a.m. and 6.00 p.m. from Monday to Friday.

61.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

61.3 The Employer may require a Psychologist and Counsellor to work reasonable additional hours, in accordance with the arrangement specified in Part 7 of the Agreement.

62. ANNUAL LEAVE

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

62.2 This clause does not reproduce the NES in full.

62.3 Psychologists and Counsellors are entitled to six weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

62.4 A Psychologists and Counsellor may apply to have an additional two weeks' annual leave within a nominated 12-month period with a proportionate reduction in salary (50/52) apportioned over the 12-month period, provided that all seven weeks leave are taken within the nominated 12-month period.

62.5 Where A Psychologists and Counsellor elects to have two week's additional annual leave in accordance with Clause 62.4, the accrual of leave entitlements will not be affected. However, contributions of superannuation will remain proportional to salary.

62.6 Annual leave may only be taken during non-attendance time.

62.7 Psychologists and Counsellors must generally take an amount of annual leave during a shutdown period. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Psychologist or Counsellor works.

62.8 Where a Psychologist or Counsellor has not accrued sufficient annual leave to be taken during shut

down period, the Psychologist or Counsellor will be entitled to leave which will be unpaid.

63. NON ATTENDANCE TIME

63.1 Psychologists and counsellors have the option of working remotely during non-attendance time. This is to be negotiated between the employer and employee on an individual basis. Psychologists and counsellors are required to notify the school when they working remotely or offsite during non-attendance time. Psychologists and Counsellors are entitled to receive salary during student nonattendance time.

63.2 Non Attendance Time is not a period of authorised leave.

64. NOTICE OF TERMINATION

64.1 Where the Employer wishes to terminate the employment of a Psychologist or Counsellor during the minimum employment period pursuant to clause 12, or if the Psychologist/Counsellor wishes to resign during the minimum employment period, the period of notice is specified by clause 12.

64.2 Where the Employer wishes to terminate the employment of a Psychologist or Counsellor, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, to be given wholly within the one school term or full payment in lieu, will be provided to the Psychologist/ Counsellor.

64.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 7B that the Psychologist or Counsellor would have received by working during the notice period if the Psychologist or Counsellor's employment had not been terminated.

64.4 Where the Psychologist or Counsellor has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing, to be given wholly within the one school term.

64.5 In addition to the period of notice specified in 64.2, a Psychologist or Counsellor over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.

64.6 The notice period in this clause and in clause 12 do not apply where the Psychologist or Counsellor is guilty of serious misconduct.

PART 7 – ADDITIONAL HOURS FOR EMPLOYEES OTHER THAN TEACHERS

65. OVERTIME

65.1 A School Assistant, Professional Employee and Psychologists and Counsellors will be paid overtime for all pre-approved work performed outside of or in excess of the ordinary hours under clause 49.1 and 57.3 as follows:

Time worked	Overtime rate
Monday – Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

65.1 Overtime will be calculated daily.

66. TIME OFF INSTEAD OF PAYMENT FOR OVERTIME

66.1

- a. An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- b. Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 66.
- c. An agreement must state each of the following:
 - i. the number of overtime hours to which it applies and when those hours were worked;
 - ii. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - iii. that, if the employee requests at any time, the College must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

- iv. that any payment mentioned in clause 66.1(c) must be made in the next pay period following the request.
- e. The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 66.1 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- f. Time off must be taken:
 - i. within the period of 6 months after the overtime is worked; and
 - ii. at a time or times within that period of 6 months agreed by the employee and the College.
- c. If the employee requests at any time, to be paid for overtime covered by an agreement under clause 66.1 but not taken as time off, the College must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- d. If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 66.1(e), the College must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- e. The College must keep a copy of any agreement under clause 66.1 as an employee record.
- f. the College must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- g. If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 66.1 applies has not been taken, the College must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

66. REASONABLE ADDITIONAL HOURS – PART TIME EMPLOYEES

- 66.1** An employer may require a part-time employee to work reasonable additional hours in accordance with clause 66.
- 66.2** The employee will be paid for all additional hours at the applicable casual hourly rate for all hours worked that:
- i. fall within the applicable daily spread of hours in clauses 49.1, 55.4 and 66.1;
 - ii. do not result in the employee working more than 8 hours on that day; and
 - iii. do not result in an employee:
 - working more than the allowed maximum weekly ordinary hours;
 - working more than the allowed maximum weekly ordinary hours during the averaging period, where the employee's hours are averaged.
- 66.3** The employee will be paid for all additional hours at the applicable overtime rate in clause 65 — Overtime for all hours worked that:
- iv. are outside the applicable daily spread of hours in clause 49.1, 55.4 and 66.1; and
 - v. result in the employee working more than 8 hours on that day, or
 - vi. result in an employee whose hours are averaged, to work more than the allowed maximum weekly ordinary hours during the averaging period.
- 66.4** Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of 2 hours will not apply.
- 66.5** Additional hours worked by a part-time employee in accordance with clause 66 do not accrue leave entitlements under this award or the NES .

EXECUTED AS AN AGREEMENT THIS

Signed for and on behalf of: **Simon Le Plastrier** Digitally signed by Simon Le Plastrier
Date: 2023.11.27 13:52:49 +11'00'

Signed for and on behalf of: **Teresa Huddy (518)** Digitally signed by Teresa Huddy (518)
Date: 2023.11.27 15:06:36 +11'00'

EMPLOYER REPRESENTATIVE

Signed: **Simon Le Plastrier** Digitally signed by Simon Le Plastrier
Date: 2023.11.27 13:53:02 +11'00'

Date: 27 November 2023

Name in full (printed): Simon Le Plastrier

Position title: Principal of ELTHAM College

Authority to sign explained: Eltham College Principal
1660 Main Road Research 3095

Witnessed by: **Rebecca Millar (726192)** Digitally signed by Rebecca Millar (726192)
Date: 2023.11.27 14:09:13 +11'00'

Witness name in full: Rebecca Millar

Witness address: 1660 Main Road Research 3095

EMPLOYEE REPRESENTATIVE

Signed: **Teresa Huddy (518)** Digitally signed by Teresa Huddy (518)
Date: 2023.11.27 14:34:34 +11'00'

Date: 27/11/2023

Name in full (printed): Terry Huddy - Teacher and Employee bargaining representative

Address: 1660 Main Road Research 3095

Witnessed by: **Dean Haydock** Digitally signed by Dean Haydock
Date: 2023.11.27 14:36:46 +11'00'

Witness name in full: Dean Haydock

Witness address: 9 Siyan Rise Diamond Creek 3089

SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS AND CAREERS ADVISORS)

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

- 1A.1.1** A Teacher or Careers Advisor, who has an approved training course including teacher training, will commence at Level 1.1, and subject to 1A.1.3 and 1A.1.4, progress to Level 2.9 in annual increments according to 1A.1.2, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 1A.1.2** The date for annual level progression will be at the beginning of the School Year.
- 1A.1.3** A Teacher or Careers Advisor employed at less than .4 EFT will be required to complete 24 months' service before progressing to the next level.
- 1A.1.4** The School will remunerate its Teachers and Careers Advisors in line with their skills, experiences and contributions to the School's strategic directions

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

- 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.

SCHEDULE 1B – SALARIES (TEACHERS AND CAREERS ADVISORS)

1B.1 Annual Salary

Subject to clauses 1A.1.3 and 1A.1.4 the annual salary for a Full-time Teacher will be not less than that prescribed by Table A (below).

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 is inclusive of annual leave loading.

1B.4 Translation to new classification for Careers Advisors

By no later than the first pay period after the commencement of this Agreement all Career Advisors will be translated to the pay scale in 1B.1. On translation Career Advisors will move to the salary point closest to, but not less than, their current salary.

SCHEDULE 2A – SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

2A.1 Classifying School Assistants

- 2A.1.1** School Assistants shall be classified in one of the Grades 1 to 4. The Employer will classify the position of employment in accordance with the general work description and qualifications based upon the principal functions of the position required to be exercised by the Employee, as determined by the Employer.
- 2A.1.2** Upon engagement, the Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

Table A

Teacher	7/2/2022	11/7/2022	6/2/2023	10/7/2023	5/2/2024	8/7/2024	3/2/2025	7/7/2025
Teacher Lvl 1.1	79,011.00	79,801.11	80,599.12	81,405.11	82,235.44	83,082.47	83,946.53	84,827.97
Teacher Lvl 1.2	81,083.00	81,893.83	82,712.77	83,539.90	84,392.00	85,261.24	86,147.96	87,052.51
Teacher Lvl 2.1	84,075.00	84,915.75	85,764.91	86,622.56	87,506.11	88,407.42	89,326.86	90,264.79
Teacher Lvl 2.2	87,177.00	88,048.77	88,929.26	89,818.55	90,734.70	91,669.27	92,622.63	93,595.16
Teacher Lvl 2.3	90,394.00	91,297.94	92,210.92	93,133.03	94,082.99	95,052.04	96,040.58	97,049.01
Teacher Lvl 2.4	93,729.00	94,666.29	95,612.95	96,569.08	97,554.09	98,558.89	99,583.91	100,629.54
Teacher Lvl 2.5	97,188.00	98,159.88	99,141.48	100,132.89	101,154.25	102,196.14	103,258.98	104,343.20
Teacher Lvl 2.6	100,775.00	101,782.75	102,800.58	103,828.58	104,887.63	105,967.98	107,070.04	108,194.28
Teacher Lvl 2.7	104,494.00	105,538.94	106,594.33	107,660.27	108,758.41	109,878.62	111,021.36	112,187.08
Teacher Lvl 2.8	108,349.00	109,432.49	110,526.81	111,632.08	112,770.73	113,932.27	115,117.16	116,325.89
Teacher Lvl 2.9	117,205.00	118,377.05	119,560.82	120,756.43	121,988.14	123,244.62	124,526.37	125,833.89

First pay period commencing on or after

2A.2 Grade 1

The School Assistant is not required to have a formal qualification. As the Employer provides relevant on-the-job training, this position does not require specific skills, prior experience or prior training. Positions include teacher aide, library assistant, laboratory assistant, multimedia assistant and audio-visual assistant.

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

2A.3 Grade 1A

Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study, include library technician-in-training, laboratory technician-in-training, audio-visual technician-in-training, integration aides-in-training.

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

2A.4 Grade 2

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

Positions include library technician, laboratory technician, audio-visual technician, multimedia technician, integration aides, and early childhood assistant.

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

2A.5 Grade 3

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

Positions include senior library technician, librarian, senior laboratory technician, senior audio-visual technician, counsellors, guidance officers.

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

2A.6 Grade 4

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

SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS WITH SCHOOL HOLIDAYS)

2B.1 Annual Salary

2B.1.3 A Full-time School Assistant in receipt of School Holidays will be paid not less than the relevant salary specified for the School Assistant's classification and experience level (Refer to Table B on next page).

2B.1.4 A School Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

2B.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.18

2B.3 Annual Leave Loading

The annual salary in 2B.1 is inclusive of annual leave loading.

2B.4 Part-time Salary

2B.4.1 A Part-time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full-time School Assistant. The pro rata weekly salary is calculated using the following formula:

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

2B.4.2 A Part-Time School Assistant who works additional hours beyond ordinary hours specified will be paid 1/38th of the weekly rate appropriate to the Employee's classification plus 25% loading for all additional hours worked.

2B.5 Incremental Advancement

2B.5.1 Advancement to the next increment within the appropriate Grade will take place on the anniversary of a School Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Assistant employed for 50

Table B – School Assistants with School Holidays

	7/2/2022	11/7/2022	6/2/2023	10/7/2023	5/2/2024	8/7/2024	3/2/2025	7/7/2025
SASH1.1	48,091.68	48,572.60	49,058.32	49,548.91	50,054.30	50,569.86	51,095.79	51,632.30
SASH1.2	49,027.04	49,517.31	50,012.49	50,512.61	51,027.84	51,553.43	52,089.58	52,636.52
SASH1.3	49,961.37	50,460.98	50,965.59	51,475.25	52,000.30	52,535.90	53,082.27	53,639.64
SASH1.4	50,894.65	51,403.60	51,917.63	52,436.81	52,971.67	53,517.27	54,073.85	54,641.63
SASH1.5	51,834.18	52,352.52	52,876.05	53,404.81	53,949.54	54,505.22	55,072.07	55,650.33
SASH1.1a	53,263.76	53,796.39	54,334.36	54,877.70	55,437.45	56,008.46	56,590.95	57,185.15
SASH1.2a	54,693.34	55,240.27	55,792.67	56,350.60	56,925.37	57,511.71	58,109.83	58,719.98
SASH2.1	56,105.23	56,666.28	57,232.94	57,805.27	58,394.88	58,996.35	59,609.91	60,235.82
SASH2.2	57,518.16	58,093.34	58,674.27	59,261.01	59,865.48	60,482.09	61,111.11	61,752.77
SASH2.3	58,927.97	59,517.25	60,112.42	60,713.54	61,332.82	61,964.55	62,608.98	63,266.37
SASH2.4	60,342.98	60,946.41	61,555.87	62,171.43	62,805.58	63,452.48	64,112.38	64,785.56
SASH2.5	61,759.03	62,376.62	63,000.39	63,630.39	64,279.42	64,941.50	65,616.89	66,305.87
SASH3.1	63,490.34	64,125.24	64,766.50	65,414.16	66,081.39	66,762.02	67,456.35	68,164.64
SASH3.2	65,218.53	65,870.71	66,529.42	67,194.71	67,880.10	68,579.27	69,292.49	70,020.06
SASH3.3	66,948.80	67,618.28	68,294.47	68,977.41	69,680.98	70,398.69	71,130.84	71,877.72
SASH3.4	68,679.06	69,365.85	70,059.51	70,760.11	71,481.86	72,218.12	72,969.19	73,735.37
SASH3.5	70,407.25	71,111.32	71,822.44	72,540.66	73,280.58	74,035.37	74,805.33	75,590.79
SASH4.1	72,113.59	72,834.73	73,563.07	74,298.70	75,056.55	75,829.63	76,618.26	77,422.75
SASH4.2	73,836.57	74,574.94	75,320.69	76,073.90	76,849.85	77,641.40	78,448.87	79,272.59
SASH4.3	75,555.40	76,310.95	77,074.06	77,844.80	78,638.82	79,448.80	80,275.07	81,117.95

First pay period commencing on or after

per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

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

2B.6 Junior Salary

A junior School Assistant is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 2A of this Agreement.

Age	Percentage of full-time rate
Under 17 years	50
At 17 years 60	60
At 18 years 70	70
At 19 years 80	80
At 20 years 90	90

SCHEDULE 2C – SALARIES (SCHOOL ASSISTANTS WITH ANNUAL LEAVE)

2C.1 Annual Salary

2C.1.1 A Full-time School Assistant in receipt of annual leave will be paid not less than the relevant salary specified for the School Assistant's classification and experience level. (Refer to Table C on next page).

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

2C.2 Weekly Salary

Refer to Schedule 2B

2C.3 Annual Leave Loading

The annual salary in 2C.1 is inclusive of annual leave loading.

2C.4 Part-time Salary

Refer to Schedule 2B

Table C – School Assistants with 6 weeks Annual Leave

	7/2/2022	11/7/2022	6/2/2023	10/7/2023	5/2/2024	8/7/2024	3/2/2025	School A
SAAL[6]1.1	55,920.03	56,479.23	57,044.02	57,614.46	58,202.13	58,801.61	59,413.14	60,036.98
SAAL[6]1.2	57,007.30	57,577.37	58,153.14	58,734.67	59,333.77	59,944.91	60,568.33	61,204.30
SAAL[6]1.3	58,094.57	58,675.51	59,262.27	59,854.89	60,465.41	61,088.20	61,723.52	62,371.62
SAAL[6]1.4	59,181.84	59,773.65	60,371.39	60,975.11	61,597.05	62,231.50	62,878.71	63,538.94
SAAL[6]1.5	60,271.19	60,873.90	61,482.64	62,097.46	62,730.86	63,376.99	64,036.11	64,708.49
SAAL[6]1.1a	61,931.75	62,551.06	63,176.57	63,808.34	64,459.18	65,123.11	65,800.39	66,491.30
SAAL[6]1.2a	63,595.43	64,231.38	64,873.69	65,522.43	66,190.76	66,872.52	67,568.00	68,277.46
SAAL[6]2.1	65,239.34	65,891.73	66,550.65	67,216.15	67,901.76	68,601.15	69,314.60	70,042.40
SAAL[6]2.2	66,881.17	67,549.98	68,225.48	68,907.73	69,610.59	70,327.58	71,058.99	71,805.11
SAAL[6]2.3	68,520.92	69,206.12	69,898.19	70,597.17	71,317.26	72,051.83	72,801.17	73,565.58
SAAL[6]2.4	70,165.87	70,867.53	71,576.20	72,291.96	73,029.34	73,781.54	74,548.87	75,331.63
SAAL[6]2.5	71,812.90	72,531.03	73,256.34	73,988.90	74,743.59	75,513.45	76,298.79	77,099.93
SAAL[6]3.1	73,825.13	74,563.38	75,309.01	76,062.11	76,837.94	77,629.37	78,436.71	79,260.30
SAAL[6]3.2	75,836.32	76,594.68	77,360.63	78,134.24	78,931.21	79,744.20	80,573.54	81,419.56
SAAL[6]3.3	77,848.55	78,627.04	79,413.31	80,207.44	81,025.55	81,860.12	82,711.46	83,579.93
SAAL[6]3.4	79,860.78	80,659.39	81,465.98	82,280.64	83,119.90	83,976.04	84,849.39	85,740.31
SAAL[6]3.5	81,869.89	82,688.59	83,515.47	84,350.63	85,211.01	86,088.68	86,984.00	87,897.33
SAAL[6]4.1	83,852.99	84,691.52	85,538.43	86,393.82	87,275.03	88,173.97	89,090.98	90,026.43
SAAL[6]4.2	85,855.85	86,714.41	87,581.56	88,457.37	89,359.64	90,280.04	91,218.95	92,176.75
SAAL[6]4.3	87,856.64	88,735.20	89,622.56	90,518.78	91,442.07	92,383.93	93,344.72	94,324.84

First pay period commencing on or after

2C.5 Incremental advancement

Refer to Schedule 2B

2C.6 Junior Salary

Refer to Schedule 2B

SCHEDULE 3A - CLASSIFICATION STRUCTURE (CLERICAL EMPLOYEE/S)

3A.1 Classifying positions

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

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

3A.2 Level 1

3A.2.1 General work description:

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

3A.2.2 Qualifications:

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

3A.2.3 Supervision:

- a. The Clerical Employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work performed is regularly checked.
- b. With experience, the Clerical Employee is required to perform a wider range of functions under direct supervision. The Clerical Employee

receives specific direction on what is required and how the duties are to be performed, which leads to routine direction, as knowledge is gained of the required tasks and procedures. The Clerical Employee is subject to regular monitoring and progress checks. The Clerical Employee, after gaining experience, may exercise some degree of autonomy and discretion.

- c. The Clerical Employee is not required to supervise other Employee/s.

3A.2.4 Work requirements:

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

- a. undertaking routine reception duties, including screening visitors, arranging interviews/meetings, making appointments, maintaining diary records and communicating information in accordance with policies and procedures;
- b. undertaking basic clerical and keyboard duties;
- c. providing general administrative support, including the preparation of documents, obtaining data from given sources and receiving/recording data;
- d. maintaining, entering and retrieving data, including financial data, from the computer system and preparing standard reports from databases;
- e. maintaining basic written records, including filing;
- f. counting, receipting and recording monies and preparing banking documentation.

3A.3 Level 2

3A.3.1 General Work Description

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

3A.3.2 Qualifications:

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

3A.3.3 Supervision:

- a. The Clerical Employee receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach. The Clerical Employee is normally subject to progress checks usually confined to the unusual or difficult aspects of the work and has work reviewed upon completion. The Clerical Employee has the technical knowledge and/or experience to

perform the standard duties, usually without technical instruction.

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

3A.3.4 Work requirements:

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

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

3A.4 Level 3

3A.4.1 General work description:

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

3A.4.2 Qualifications:

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

3A.4.3 Supervision:

The Clerical Employee receives general direction, usually covering only the broader technical aspects of the work and works with little direct supervision. The Clerical Employee may be subject to progress checks to ensure that satisfactory progress is being made. The Clerical

Employee may be responsible to a supervisor and may be required to supervise Level 1 and 2 Clerical Employee/s (or equivalent).

3A.4.4 Work requirements:

As a general guide, work requirements at this level may include but are not limited to: providing clerical, keyboard and office management support, as required by the Principal or Principal's delegate/s;

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

3A.5 Level 4

3A.5.1 General work description:

The Clerical Employee, in addition to the knowledge and skills required at Level 3, would be required to directly supervise other Employee/s in a large reasonably autonomous unit within, or across, the workplace. The Clerical Employee, under general direction, assists with the coordination of School services, such as financial services.

Alternatively, the Clerical Employee may be in a support role to a senior administrator, and would generally be required to manage a specific support function or assist the senior administrator in the management of support functions. The Clerical Employee may be required to supervise staff delivering a single support function.

3A.5.2 Qualifications:

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

3A.5.3 Supervision:

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

discretion and perform work to a high level.

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

3A.5.4 Work requirements:

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

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

3A.6 Level 5

3A.6.1 General work description:

- a. The Clerical Employee, under general direction, has responsibility for the supervision and coordination of finance and other administration services within the School, or manages a specific function, with the appropriate level of responsibility and accountability.
- b. In general, tasks are well-defined and supported by policies and systems, with scope to identify a problem, recommend or instigate changes to work practices, determine the strategic option or solution to a problem and provide significant input into developing and changing School policy.
- c. The Clerical Employee is responsible for:
 - i. day-to-day management and supervision of staff within the work area;
 - ii. providing key support and timely advice to the Principal, Principal's delegate/s or governing body;
 - iii. effective liaison on behalf of the School,

- including with the School community, government departments/agencies and service providers;
- iv. developing procedures/guidelines relating to School operations;
- v. establishing work practices for support staff;
- vi. providing advice and counselling to subordinate staff on matters such as professional development, work performance and related matters;
- vii. meeting specific operational objectives;
- viii. providing authoritative policy advice on the School's operations.

3A.6.2 Qualifications:

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

3A.6.3 Supervision:

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

3A.6.4 Work requirements:

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

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

3A.7 Level 6

3A.7.1 General work description:

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

- a. The Clerical Employee is responsible for:
 - i. managing and supervising administrative support staff within the School;
 - ii. providing key support and timely advice to the Principal and governing body;
 - iii. effective liaison on behalf of the Principal and the governing body, including with the School community, government departments/agencies and service providers;
 - iv. Providing the Principal and the Principal's delegate/s with regular progress reports;
 - v. Providing advice that contributes significantly to School operations;
 - vi. Leading and supervising other support staff;
 - vii. Contributing significantly to the development and delivery of professional development for Employee/s.

3A.7.2 Qualifications:

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

3A.7.3 Supervision:

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

3A.7.4 Work requirements:

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

- a. Ensuring the provision of a range of administrative support functions, as determined by the Principal or the Principal's delegate/s;
- b. Developing and preparing submissions on behalf of the Principal, the Principal's delegate/s or the School's governing body;
- c. Directing the accounting processes of the School and ensuring that all funds, including investments, are effectively accounted for according to requirements;
- d. Administering School income, including government grants;
- e. Drafting reports and making recommendations on operational issues to the Principal, the Principal's delegate/s or the School's governing body.

SCHEDULE 3B – SALARIES (CLERICAL EMPLOYEE/S)

3B.1 Annual Salary

3B.1.1 A Full-time Clerical Employee is entitled to be paid not less than the following annual salary relevant to the Clerical Employee's classification.

Table D – Clerical employees

	7/2/2022	11/7/2022	6/2/2023	10/7/2023	5/2/2024	8/07/2024	3/2/2025	7/7/2025
ADMIN1.1	50,164.26	50,665.90	51,172.56	51,684.28	52,211.46	52,749.24	53,297.83	53,857.46
ADMIN1.2	55,617.25	56,173.43	56,735.16	57,302.51	57,887.00	58,483.23	59,091.46	59,711.92
ADMIN2	60,332.57	60,935.90	61,545.26	62,160.71	62,794.75	63,441.54	64,101.33	64,774.39
ADMIN3	65,032.29	65,682.61	66,339.44	67,002.83	67,686.26	68,383.43	69,094.62	69,820.11
ADMIN4	70,474.88	71,179.63	71,891.43	72,610.34	73,350.97	74,106.48	74,877.19	75,663.40
ADMIN5	76,500.13	77,265.13	78,037.78	78,818.16	79,622.10	80,442.21	81,278.81	82,132.24
ADMIN6	82,991.49	83,821.41	84,659.62	85,506.22	86,378.38	87,268.08	88,175.67	89,101.51

First pay period commencing on or after

3B.2 Weekly Salary

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

3B.3 Annual Leave Loading

The annual salary in 3B.1 is inclusive of annual leave loading.

3B.4 Part-time Salary

3B.4.1 A Part-time Clerical Employee is paid per hour worked an amount not less than 1/38th of the weekly rate appropriate to the Clerical Employee's classification.

3B.4.2 A Part-Time Clerical Employee who works additional hours beyond ordinary hours specified will be paid 1/38th of the weekly rate appropriate to the Employee's classification plus 25 percent loading for all additional hours worked.

3B.5 Junior Salary

A Full-time junior Clerical Employee classified at Level 1 or Level 2 pursuant to Schedule 3A, is entitled to be paid not less than the following percentage of the full-time salary relevant to the Clerical Employee's classification.

Age	Percentage of full-time rate
Under 17 years	50
At 17 years 60	60
At 18 years 70	70
At 19 years 80	80
At 20 years 90	90

SCHEDULE 4A – CLASSIFICATION STRUCTURE (GROUNDS AND MAINTENANCE EMPLOYEE/S)

4A.1 Classification definitions

4A1.1 Level 1 – Grounds and Maintenance Employee:

An Employee at this level is not required to have any qualifications, prior experience or prior training.

The following duties are indicative but not exclusive of those undertaken by an Employee at this level:

- Works under supervision either individually or in a team environment;
- Gardening duties including the planting and trimming of trees, sowing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns, and displays;
- Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- Performs routine maintenance;
- Performs non-trade tasks incidental to his or her work.

4A1.2 Level 2 - Grounds and Maintenance Employee:

An Employee at this level is required to have previous experience to perform the tasks required but is not required to have any qualifications.

The following duties are indicative but not exclusive of those undertaken by an Employee at this level:

- Operates, maintains and adjusts turf machinery under general supervision;
- Cleans machinery and inspects machinery after each use under general supervision;
- Applies fertilisers, fungicides, herbicides and insecticides under general supervision;

- d. Gardening duties including the planting and trimming of trees, sewing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- e. Removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- f. Performs routine maintenance; or
- g. Performs tasks incidental to his or her work

4A1.3 Level 3 – Tradesperson:

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

- a. General building maintenance;
- b. Repair and minor renovation work involving carpentry and/or painting and/or welding;
- c. Operates, maintains and adjusts turf machinery as appropriate;
- d. Cleans machinery and inspects machinery after each use, reporting any problems to the Management Employee;
- e. Applies fertilisers, fungicides, herbicides and insecticides as directed by a Management Employee;
- f. Prepares turf, synthetic, artificial and other surfaces for play;
- g. Maintenance and repair of vehicles and/or motor engines;
- h. Formation and maintenance of all gardens, lawns and greens;
- i. The planting, maintenance and care of trees.

An Employee at this level receives routine direction meaning:

- i. receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach;
- ii. is normally subject to progress checks usually confined to the unusual or difficult aspects, and has assignments reviewed on completion;
- iii. has the technical knowledge and/or expertise to perform basic duties usually without technical instructions.

4A1.4 Level 4 – Tradesperson:

The Employee, in addition to the knowledge and skills required at level 3, is required to undertake duties needing additional experience or knowledge. Such positions may include positions similar to those of previous levels but involving experienced qualified tradespersons and/or supervisory responsibility.

The Employee is required to demonstrate expertise and exercise significant initiative and discretion.

An Employee at this level will receive general direction meaning:

- a. receives general instructions, usually covering only the broader technical aspects of the work;
- b. may be subject to progress checks usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- c. although technically competent and well experienced, may on occasion, receive more detailed instruction.

Indicative but not exclusive of the knowledge and skills of an Employee at this level are:

- a. more than 5 years experience as a tradesperson;
- b. tradesperson in possession of more than one trades qualification;
- c. highly skilled horticultural work

4A1.5 Level 5 - Management Employee:

An Employee appointed to this level reports directly to either the Property Manager or Business Manager as appropriate and undertakes three or more of the following duties:

- a. Responsible for supervision of all staff involved in daily building maintenance;
- b. Responsible for supervision of all staff involved in daily course maintenance;
- c. Responsible for planning, scheduling and supervision of all aspects of building or turf maintenance;
- d. Supervises and participates in the operation and maintenance of tools and building maintenance equipment;
- e. Supervises and participates in the operation and maintenance pumps, irrigation equipment and drainage systems;
- f. Instructs operators in the safe and efficient operation of all equipment and tools associated with building or turf maintenance;
- g. Supervises the majority of chemical and fertiliser applications and undertakes the appropriate training of operators in this field;
- h. Allocates specific daily duties having regard to the work program

4A.2 Apprentices

- a. This clause shall apply to apprentices:
 - i. An apprentice is an Employee who is engaged under a Training Contract registered by the relevant State or Territory Training Authority, where the qualification outcome specified in the Training Agreement is a relevant qualification from a Training Package endorsed by the National Training Quality Council, or successor organisation.

- b. For the purpose of this sub-clause a 'relevant qualification' is a qualification:
 - i. from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed in this award; and
 - ii. an Australian Qualifications Framework Certificate Level III (or at Level IV where applicable) except where the qualification can normally be completed through a Training Agreement of a duration of two years or less (note: such qualifications would generally be covered by traineeship provisions).
- c. An apprentice shall also include an Employee who is engaged under a Training Agreement or Contract of Training for an apprenticeship declared or recognised by the relevant State or Territory Training Authority.
- g. These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- h. Where an apprentice converts from school based to full time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.
- i. Except as provided in this clause or where otherwise stated, school-based apprentices shall be entitled pro-rata to all of the conditions of Employee/s under this Agreement.

4A2.1 School Based Apprentices

This clause shall apply to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

- a. The hourly rates for full-time junior and adult apprentices as set out in this agreement shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- b. The time spent in off-the-job training for which the school-based apprentice is paid is deemed to be 25 per cent of the actual hours worked each week worked on the job. The wages paid for training time may be averaged over a semester or year.
- c. The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- d. For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- e. The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.
- f. School based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

SCHEDULE 4B SALARIES (GROUNDS AND MAINTENANCE EMPLOYEE/S)

4B.1 Annual Salary

4B.1.1 A full-time Grounds and Maintenance Employee will be paid not less than the following annual salary relevant to the Grounds and Maintenance Employee's classification. (Refer to Table E on next page).

4B.2 Weekly Salary

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

4B.3 Annual Leave Loading

The annual salary in 4B.1 is inclusive of annual leave loading.

4B.4 Part-time Salary

A Part-time Grounds and Maintenance Employee is paid per hour worked an amount not less than 1/38 of the weekly rate appropriate to the Grounds and Maintenance Employee's classification.

4B.5 Junior Salary

A full-time junior Employee classified at Level 1 shall not be paid less than the following percentage of the full-time salary:

Age	Percentage of full-time rate
18 years and under	75%
At 19 years and over	100%

Table E – Grounds & Maintenance

	7/2/2022	11/7/2022	6/2/2023	10/7/2023	5/2/2024	8/7/2024	3/2/2025	7/7/2025
G&M1.1	46,513.32	46,978.45	47,448.23	47,922.72	48,411.53	48,910.17	49,418.83	49,937.73
G&M1.2	54,494.61	55,039.56	55,589.95	56,145.85	56,718.54	57,302.74	57,898.69	58,506.62
G&M2	58,114.33	58,695.48	59,282.43	59,875.26	60,485.98	61,108.99	61,744.52	62,392.84
G&M3	61,973.36	62,593.10	63,219.03	63,851.22	64,502.50	65,166.88	65,844.61	66,535.98
G&M4	66,087.30	66,748.18	67,415.66	68,089.81	68,784.33	69,492.81	70,215.53	70,952.80
G&M5	70,474.88	71,179.63	71,891.43	72,610.34	73,350.97	74,106.48	74,877.19	75,663.40

First pay period commencing on or after

4B.6 Apprentice Rates of Pay

Year/Stage	Basic Hourly Rate	Rate Based On
First Year	47.5%	Based on hourly rate of Level 3
Second Year	60%	Based on hourly rate of Level 3
Third Year	75%	Based on hourly rate of Level 3
Fourth Year	95%	Based on hourly rate of Level 3

SCHEDULE 5A – CLASSIFICATION STRUCTURE (INFORMATION TECHNOLOGY EMPLOYEE/S)

5A.1 Professional information technology duties

Shall mean duties carried out by a person in any particular employment the adequate discharge of any portion of which duties requires a person to:

- 5A.1.1** Hold a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or
- 5A.1.2** Have sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

5A.2 Professional Information Technology Employee

Shall mean an adult person qualified to carry out professional information technology duties as above defined. The term 'Professional Information Technology Employee' shall embrace and include 'Graduate Information Technology Employee' and 'Experienced Information Technology Employee' as hereinafter defined.

5A.3 Graduate Information Technology Employee

Shall mean a person who:

- 5A.3.1** holds a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or
- 5A.3.2** has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

5A.4 Experienced Information Technology Employee

shall mean a Professional Information Technology Employee with the under mentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires:

- 5A.3.1** holds a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level; or
- 5A.3.2** has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society.

5A.4 Experienced Information Technology Employee

shall mean a Professional Information Technology Employee with the under mentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires:

- 5A.4.1** that he/she having graduated with a University Degree with an Information Technology Major (three, four or five year course) accredited by the Australian Computer Society at professional level, has had four years' experience on professional information technology duties since graduating; or

5A.4.2 that he/she, not having so graduated, has sufficient qualifications and experience to be eligible for admission as a Member of the Australian Computer Society plus a further four years' experience on professional information technology duties.

5A.5 Classification definitions

For employment involving the performance of professional duties, the following classification definitions apply:

5A.5.1 Level 1 - Graduate Information Technology Employee

5A.5.1.1An Employee at this level undertakes initial professional tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

5A.5.1.2Under supervision from higher level Professional Information Technology Employee/s as to method of approach and requirements, the Employee performs normal professional work and exercises individual judgement and initiative in the application of principles, techniques and methods.

5A.5.1.3In assisting more senior Professional Information Technology Employee/s by carrying out tasks requiring accuracy and adherence to prescribed methods of professional engineering or professional information technology analysis, design or computation, the Employee draws upon advanced techniques and methods learned during and after the undergraduate course.

5A.5.1.4Training, development and experience using a variety of standard procedures, enable the Employee to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.

5A.5.1.5Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

5A.5.1.6Work is reviewed by higher level Professional Information Technology Employee/s for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Employee progressively exercises more individual judgement until the level of competence at Level 2 is achieved.

5A.5.1.7The Employee may assign and check work of technical staff assigned to work on a common project.

5A.5.2 Level 2 - Experienced Information Technology Employee

Following development, the Experienced Information Technology Employee (as defined) plans and conducts professional work without detailed supervision but with guidance on unusual features and is usually engaged on more responsible assignments requiring substantial professional experience.

5A.5.3 Level 3 - Professional Information Technology Employee

5A.5.3.1An Employee at this level performs duties requiring the application of mature professional knowledge. With scope for individual accomplishment and coordination of more difficult assignments, he/she deals with problems for which it is necessary to modify established guides and devise new approaches.

5A.5.3.2The Employee may make some original contribution or apply new professional approaches and techniques to the design or development of equipment or products.

5A.5.3.3Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. He/she makes responsible decisions on matters assigned, including the establishment of professional standards and procedures. He/she consults, recommends and advises in specialty areas.

5A.5.3.4Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary cooperation with other units. Informed professional guidance may be available.

5A.5.3.5The Employee outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.

5A.5.4 Level 4 - Professional Information Technology Employee

5A.5.4.1An Employee at this level performs professional work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for, example, acts as his/her organisation's technical reference authority) in, a particular field of professional information technology.

An Employee at this level:

- i. initiates or participates in short or long range planning and makes independent decisions on professional information technology policies and procedures within an overall program;

- ii. gives technical advice to management and operating departments;
- iii. may take detailed technical responsibility for product development and provision of specialised professional information technology systems, facilities and functions;
- iv. coordinates work programs; and
- v. directs or advises on the use of equipment and materials.

5A.5.4.2An Employee at this level makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives.

5A.5.4.3Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

5A.5.4.4The Employee supervises a group or groups including Professional Information Technology Employee/s and other staff, or exercises authority and technical control over a group of professional staff. In both instances, he/she is engaged in complex professional information technology applications.

5A.5.5 Level 5 - Professional Information Technology Employee

5A.5.5.1In addition to the knowledge, skills and duties at Level 4, the work of an Employee at this classification will be at a strategic level involving highly complex and specialised conceptual applications and skills.

SCHEDULE 5B - SALARIES (INFORMATION TECHNOLOGY EMPLOYEE/S)

5B.1 Annual Salary

5B.1.1 A full-time Information Technology Employee will be paid not less than the following annual salary relevant

to the Information Technology Employee’s Classification. (Refer to Table F below).

5B.2 Annual Leave Loading

The annual salary in 5B.1 is inclusive of annual leave loading.

5B.3 Part-time Salary

A Part-time Information Technology Employee is paid per hour worked not less than 1/38 of the weekly rate of pay appropriate to the Information Technology Employee’s classification.

SCHEDULE 6A –CLASSIFICATION STRUCTURE (PUBLIC RELATIONS EMPLOYEE/S)

Employee/s shall be classified in accordance with the following definitions:

6A.1 Public Relations Assistant

6A.1.1 Grades 1 - 4

- a. Public relations assistant shall mean a person with little or no experience in public relations who is engaged in a support role in the public relations industry and who has the intention of moving into the profession; and/or
- b. A public relations assistant shall under direct supervision provide organisational support and general administrative assistance to client groups and public relations consultants in their duties.
- c. As they undertake training and/or gain experience they are assigned duties which require greater judgement and initiative and/or the exercise of more advanced skills. Beginning as a grade 1 they require decreasing supervision and exercise greater skills to the level of grade 4.

6A.1.2 Grade 5

- a. This grade shall consist of:
 - i. graduates without experience in the public relations industry but who are in training for the profession. Such persons shall remain at

Table F – Information Technology Employees

	7/2/2022	11/7/2022	6/2/2023	10/7/2023	5/2/2024	8/7/2024	3/2/2025	7/7/2025
IT1	61,752.79	62,370.32	62,994.02	63,623.96	64,272.92	64,934.94	65,610.26	66,299.17
IT1.2	63,061.67	63,692.29	64,329.21	64,972.51	65,635.23	66,311.27	67,000.91	67,704.42
IT2	73,217.51	73,949.68	74,689.18	75,436.07	76,205.52	76,990.44	77,791.14	78,607.94
IT3	80,239.50	81,041.90	81,852.32	82,670.84	83,514.08	84,374.28	85,251.77	86,146.91
IT4	91,054.98	91,965.53	92,885.19	93,814.04	94,770.94	95,747.08	96,742.85	97,758.65
IT5	99,797.88	100,795.86	101,803.82	102,821.86	103,870.64	104,940.51	106,031.89	107,145.23

First pay period commencing on or after

this level for no longer than twelve months when they will move to public relations consultant grade 1; and/or

- ii. persons with advanced skills and/or responsibility as defined for public relations assistant grades 1- 4.
- c. In any case a person employed as a public relations assistant who becomes eligible to graduate from a course listed in 6A.2.2(a) shall be immediately reclassified into this grade.

6A.2 Public Relations Consultant

6A.2.1 Grade 1-2

- a. Perform straightforward public relation duties in all aspects.
- b. Assignments are of a limited scope and complexity and may comprise a minor phase of a broader or complex assignment. Assist more senior staff in carrying out complex technical/ professional tasks.
- c. Work will usually be specifically directed and may be closely supervised by higher level professional staff. Work is assigned and instructions may include details of methods and procedures to be followed.

6A.2.2 Entry level skills/qualifications

Persons at this level would have professional knowledge and skills gained through:

- a. completion of an appropriate graduate course of study in communications, journalism, art, design, public relations or marketing or a journalist, press photography or artist cadetship; and/or
- b. experience in publishing, public relations, design marketing or in the media industry.

6A.2.3 Grade 3-4

- a. Perform normal professional work where assignments may be broad in scope and involve complex technical problems.
- b. This level includes experienced staff who have a good understanding of the profession.
- c. Persons at this level may exercise a high degree of independence in their professional role and exercise independent judgement and initiative.
- d. Persons at this level normally work individually on projects and would, within established guidelines, plan their schedule of work.

6A.2.4 Qualifications

- a. Sound professional knowledge. Demonstrated skills and experience in professional, communicative and administrative aspects of the work.
- b. Progression through grades 1, 2, 3 and 4 will be based upon the acquisition of skills and/or experience.

6A.2.5 Grade 5

- a. Persons at this level have considerable experience, exercise independent judgement, have a comprehensive knowledge of the relevant programs/activities and possess sound professional skills.
- b. A range of activities may be undertaken including:
 - i. complex, novel or critical activities in an aspect of professional work where it is necessary to select and/or modify and adapt established principles, technologies, procedures and methods;
 - ii. the sustained supervision and direction of a specific activity or program or small work unit involving normal professional work;
 - iii. provide professional guidance to others;
 - iv. provide a significant input into the policy formulation and execution of programs;
 - v. be responsible for formulating strategies for projects.
 - vi. Persons at this level may direct the activities of subordinate staff in a smaller work unit. May assist a more senior professional in the direction of professional activities.

6A.2.6 Qualifications

A person at this level or higher holds a University degree (three, four or five year course) with major in communications, journalism, public relations or marketing. Wide experience in the relevant professional activity. Mature application of highly developed skills in professional activities.

6A.2.7 Grade 6

- a. Persons at this level have considerable experience in their professional field, exercise sound judgement, have a comprehensive knowledge of the relevant programs/activities and exercise originality and ingenuity in their work.
- b. Activities at this level may branch into either managerial or senior specialist areas of the profession or may be a combination of the two.
- c. Activities which may be undertaken at this level include:
 - i. provide high level professional advice on policy issues;
 - ii. assist in formulating strategies and policy;
 - iii. provision of practical and economic solutions to highly complex professional problems in an aspect of professional work;
 - iv. the professional, economic and administrative management of a professional work unit engaged in complex activities

or programs requiring the allocation of significant human and/or material resources;

- v. formulate training programs.

6A.2.8 Grade 7

- a. Persons at this level have extensive experience in their professional field and advanced professional knowledge and skills. They may be a specialist in the area with which their consultancy deals.
- b. In addition to performing from time to time functions of grade 6, a grade 7's activities may include:
 - i. provide authoritative professional advice on major policy issues;
 - ii. be responsible for formulating strategies;
 - iii. assessing and identifying potential clients;
 - iv. the coordination of professional activities engaged in strategic and complex programs;
 - v. provide a specialist consultancy service.

SCHEDULE 6B SALARIES (PUBLIC RELATIONS EMPLOYEE/S)

6B.1 Annual Salary

6B.1.1 A full-time Public Relations Employee will be paid not less than the following annual salary relevant to the Public Relations Employee's Classification. (Refer to Table G below).

6B.2 Annual Leave Loading

The annual salary in 6B.1 is inclusive of annual leave loading.

6B.3 Part-time Salary

A Part-time Public Relations Employee is paid per hour worked not less than 1/38th of the weekly rate of pay appropriate to the Public Relations Employee's classification.

6B.4 Advancement

6B.4.1 Progression through public relations assistant grades 2, 3 and 4 and public relations consultant grades 1, 2, 3 and 4 shall be based upon the acquisition of skills and/or experience.

6B.4.1.1 Any Employee may opt to undertake an agreed training course, provided that it is twelve months or more since that Employee last undertook such a course or was otherwise upgraded.

6B.4.1.2 An Employee and the Employer may agree that the Employee may undertake agreed training notwithstanding the fact that it is less than twelve months since that Employee undertook such a course or was otherwise upgraded.

6B.4.2 Notwithstanding these provisions, at the expiry of the twelve months of being upgraded, or at any other time before that date, the Employer and

Table G

Public Relations Assistant

	7/2/2022	11/7/2022	6/2/2023	10/7/2023	5/2/2024	8/07/2024	3/2/2025	7/7/2025
PRA1	52,156.72	52,678.29	53,205.07	53,737.12	54,285.24	54,844.38	55,414.76	55,996.61
PRA2	53,281.44	53,814.26	54,352.40	54,895.93	55,455.86	56,027.06	56,609.74	57,204.14
PRA3	55,285.35	55,838.20	56,396.59	56,960.55	57,541.55	58,134.23	58,738.82	59,355.58
PRA4	57,068.68	57,639.37	58,215.76	58,797.92	59,397.66	60,009.46	60,633.55	61,270.21
PRA5	58,727.16	59,314.43	59,907.58	60,506.65	61,123.82	61,753.39	62,395.63	63,050.78

Public Relations Assistant

	7/2/2022	11/7/2022	6/2/2023	10/7/2023	5/2/2024	8/07/2024	3/2/2025	7/7/2025
PRC1	60,488.64	61,093.53	61,704.46	62,321.51	62,957.19	63,605.65	64,267.15	64,941.95
PRC2	63,793.11	64,431.04	65,075.35	65,726.11	66,396.51	67,080.40	67,778.03	68,489.70
PRC3	69,206.57	69,898.64	70,597.62	71,303.60	72,030.90	72,772.82	73,529.65	74,301.71
PRC4	72,888.72	73,617.61	74,353.79	75,097.33	75,863.32	76,644.71	77,441.82	78,254.95
PRC5	81,667.00	82,483.67	83,308.51	84,141.59	84,999.84	85,875.34	86,768.44	87,679.51
PRC6	90,826.08	91,734.34	92,651.69	93,578.20	94,532.70	95,506.39	96,499.65	97,512.90
PRC7	99,984.12	100,983.96	101,993.80	103,013.74	104,064.48	105,136.35	106,229.76	107,345.18

First pay period commencing on or after

Employee may agree that the experience gained since the previous upgrading is adequate to justify the Employee being further upgraded.

- 6B.4.3** If this occurs, the Employer and the Employee may agree to waive the requirements of the training course and the Employee may be upgraded forthwith.

SCHEDULE 7A – CLASSIFICATION STRUCTURE (PSYCHOLOGISTS AND COUNSELLORS)

7A.1 A Psychologists registered with the Psychology Board of Australia (PBA) and Counsellors with the relevant accreditation authority.

- 7A.1.1** Provisional Psychologist or Graduate Counsellor, who has completed an approved training course, will commence at Grade 1.1, and subject to 7A.1.3 and 7A.1.4, progress to Grade 1.2 in annual increments according to 7A.1.2, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 7A.1.2** Fully registered Psychologist or Counsellor with more than one year of experience, who has completed an approved training course, and who will commence at Grade 2.1, and subject to 7A.1.3 and XA.1.4, progress to Grade 3.4 in annual increments according to 7A.1.2, or in the case of non-continuous service, after the completion of the equivalent of a School Year.
- 7A.1.3** The date for annual level progression will be 1 May.
- 7A.1.4** If a Psychologist or Counsellor is employed at less the .4 EFT then they will be required to complete 24 months' service before progressing to the next level.
- 7A.1.5** The School will classify Psychologists and Counsellor using the work value descriptors 7A.2.1 through to 7A.3.2.
- 7A.1.6** The School will remunerate Psychologist or Counsellor in line with their skills, experience and contributions to the School's strategic directions.

7A.2 Provisional Psychologists and Graduate Counsellors Grade 1

A Provisional Psychologist Grade 1 is employed as a Provisional Psychologist in accordance with the requirements of the Psychology Board of Australia (PBA). A Graduate Counsellor is a counsellor in their first year of practice.

- 7A.2.1** A Provisional Psychologist Grade 1 will progress to grade 2 on confirmation of their full registration as a Psychologist. A Graduate Counsellor will progress to Grade 2 after they have completed one year of service.

7A.3 Psychologists and Counsellors Grade 2

A Psychologist or Counsellor at this level is a person who is registered as a Psychologist with the PBA or their relevant accreditation authority, engaged in psychological or counselling practice, complying with the code of ethics and legal requirements of their profession.

- 7A.3.1** A Psychologist or Counsellor Grade 2 does not provide professional supervision to other Psychologists or Counsellors including Provisionally Registered Psychologists, Graduate Counsellors and/or post-graduate students on placement except for secondary supervision of provisionally registered psychologists or Counsellors on placement.

7A.4 Psychologist and Counsellors Grade 3

A Psychologist or Counsellor at this level is engaged on psychological or counselling work requiring advanced knowledge and skills.

- 7A.4.1** Indicators of advanced knowledge and skills include having responsibility for complex cases, providing secondary consultation and responsibility for the professional supervision of other psychologists or Counsellors including coordinating their professional development activity.
- 7A.4.2** A Psychologist or Counsellor at this level may have specific responsibility for administration, policy and/or planning.

7A.4.3 Position of Responsibility Allowance

The allowance 7B.3 will be paid to the senior Psychologist or Counsellor who provides professional leadership in their area of expertise and is responsible for coordination of psychological and counselling services. They will initiate and manage negotiations with peers (internal and external) to gain commitment to projects and delivery of activities to meet timelines.

SCHEDULE 7.B – SALARIES (PSYCHOLOGIST AND COUNSELLORS GRADE)

7B.1 Annual Salary

Table H – Pyschologists & Counsellors

	7/2/2022	11/7/2022	6/2/2023	10/7/2023	5/2/2024	8/07/2024	3/2/2025	7/7/2025
PYSCO1.1	78,251.61	79,034.13	79,824.47	80,622.72	81,445.07	82,283.95	83,139.71	84,012.67
PYSCO1.2	81,138.15	81,949.53	82,769.03	83,596.72	84,449.41	85,319.24	86,206.56	87,111.72
PYSCO2.1	84,133.33	84,974.66	85,824.41	86,682.65	87,566.82	88,468.76	89,388.83	90,327.41
PYSCO2.2	87,236.13	88,108.49	88,989.58	89,879.47	90,796.25	91,731.45	92,685.45	93,658.65
PYSCO2.3	90,457.08	91,361.65	92,275.27	93,198.02	94,148.64	95,118.37	96,107.61	97,116.73
PYSCO2.4	93,793.06	94,730.99	95,678.30	96,635.08	97,620.76	98,626.25	99,651.97	100,698.31
PYSCO2.5	97,253.51	98,226.05	99,208.31	100,200.39	101,222.44	102,265.03	103,328.58	104,413.53
PYSCO3.1	100,842.68	101,851.10	102,869.62	103,898.31	104,958.07	106,039.14	107,141.95	108,266.94
PYSCO3.2	104,564.78	105,610.42	106,666.53	107,733.19	108,832.07	109,953.04	111,096.55	112,263.07
PYSCO3.3	108,422.97	109,507.20	110,602.27	111,708.29	112,847.72	114,010.05	115,195.76	116,405.31
PYSCO3.4	117,204.93	118,376.98	119,560.74	120,756.35	121,988.07	123,244.54	124,526.29	125,833.81

First pay period commencing on or after

7B.2 Position of Responsibility Allowance

\$5000 to be increased at the same rate as annual salary from February 2018.

7B.3 Translation to new classification for Psychologists and Counsellors

By no later than the first pay period after the commencement of this Agreement Psychologist and Counsellors will be translated to the pay scale in 7B.1. On translation Psychologist and Counsellors will move to the salary point closest to, but not less than, their current salary.

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/4634

Applicant: Eltham College

Section 185 – Application for approval of a single enterprise agreement


Undertaking – Section 190

I, Rebecca Millar, Director of People and Culture, have the authority given to me by Eltham College to give the following undertakings with respect to the Eltham College Agreement 2023 to 2025 ("the Agreement"):

Eltham College undertakes that the following clauses will operate subject to the National Employment Standards:

1. Clause 36.2, in that the entitlement will be deleted from the Agreement.
2. Clause 37.4, in that the entitlement will operate subject to an application being made to the Fair Work Commission, in accordance with Section 120 of the *Fair Work Act 2009*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature 

Date 7 December 2023 _____

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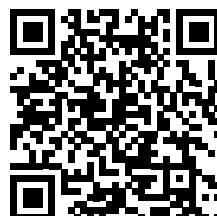
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Join the IEU
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This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

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

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

