



# DECISION

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

**Monash College Proprietary Limited T/A Monash College**  
(AG2024/4218; AG2024/4219)

## **MONASH COLLEGE PROPRIETARY LIMITED (MONASH UNIVERSITY FOUNDATION YEAR TEACHING STAFF ENTERPRISE AGREEMENT 2024**

Educational services

COMMISSIONER FOX

MELBOURNE, 3 FEBRUARY 2025

*Application for approval of the Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff Enterprise Agreement 2024.*

[1] An application has been made for approval of an enterprise agreement known as the *Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff Enterprise Agreement 2024 (the Agreement)*. The Application was made pursuant to s.185 of the *Fair Work Act 2009 (Cth) (the Act)*. It has been made by Monash College Proprietary Limited T/A Monash College (**the Employer**). The Agreement is a single enterprise agreement.

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

[3] The Employer has provided written undertakings. A copy of the undertakings is attached at 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.

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

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

[4] Subject to the undertakings referred to above, I am satisfied that each requirement of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. For the purposes of the better off overall test, I have had regard to each of the matters in s 193A(2)-(7).

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

[6] The Agreement is approved, and in accordance with s.54 of the Act, will operate from 10 February 2025. The nominal expiry date of the Agreement is 31 December 2026.

### **Section 218A Variation**

[7] Along with the s.185 application, the Employer filed a Form F1 with the Commission seeking a variation under s.218A of the Act. The variation application sought to vary the casual rates in the section titled 'Casual Teacher rates' in Schedule 1 of the Agreement to reflect what was agreed to between the parties. The Employer submitted that the lower rates in the Agreement do not reflect the intention of the parties, with the intention being that casual employees would be subject to the same increases as the salary increases set out in clause 21 of the Agreement. Attached at Annexure B is a copy of the varied wage table, filed with the Form F1.

[8] In correspondence to the parties, I advised the parties that I intended to amend the relevant section pursuant to s.218A of the Act as I considered it to be an 'obvious error'. Parties were given the opportunity to raise any objections to this course of action, and no objections were received by the Commission.

[9] I am satisfied that the relevant errors identified in Schedule 1 are obvious errors, and I am further satisfied that amendments should be made pursuant to s.218A of the Act. Pursuant to the below order, the error is amended.

### **Order**

[10] I order, pursuant to s.218A of the Act, that the Agreement be varied to correct an obvious error as follows:

A. By deleting the rates in the wage table under the title 'Casual Teacher rates' on page 57 of the Agreement and replacing it with the following rates:

1. Deleting reference to the half-day engagement rate following the vote of '\$206.80' and replacing it with '\$207.03'.
2. Deleting reference to the half-day engagement rate from 1 January 2025 of '\$210.93' and replacing it with '\$219.45'.
3. Deleting reference to the half-day engagement rate from 1 July 2025 of '\$215.15' and replacing it with '\$223.84'.
4. Deleting reference to the half-day engagement rate from 1 July 2026 of '\$223.76' and replacing it with '\$228.32'.
5. Deleting reference to the full-day engagement rate following the vote of '\$413.61' and replacing it with '\$414.08'.

6. Deleting reference to the full-day engagement rate from 1 January 2025 of '\$421.88' and replacing it with '\$438.92'.
7. Deleting reference to the full-day engagement rate from 1 July 2025 of '\$430.32' and replacing it with '\$447.70'.
8. Deleting reference to the full-day engagement rate from 1 July 2026 of '\$447.53' and replacing it with '\$456.66'.

B. The variation will operate from 10 February 2025.



COMMISSIONER

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## Appendix A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
**AG2024/4218**  
**AG2024/4219**

Applicant:  
**Monash College Proprietary Limited T/A Monash College**

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Nicole Hebblewhite, Director HR Projects, have the authority given to me by Monash College Proprietary Limited to give the following undertaking with respect to the *Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff Enterprise Agreement 2024* ("the Agreement"):

1. In addition to clause 7.5(b) of the Agreement relating to provisions for part-time Employees, the following will apply:
  - a. prior to part-time Teachers commencing employment, the College and the Teacher will agree in writing:
    - i. the regular pattern of work including the number of hours to be worked each week;
    - ii. days of the week to be worked;
    - iii. the start/finishing times each day (where hours are not averaged); and
    - iv. any periods during a year when work by the Teacher will not be required.
  - b. Any change to those agreed hours may only be made by agreement in writing between the College and the Teacher.

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

18 December 2024

L\356215720.1

## Appendix B

### Casual Teacher rates<sup>1</sup>

Engaged pursuant to clause 8.8

Engagement	FFPP following successful vote	1 Jan 2025	1 July 2025	1 July 2026
Half day	\$207.03	\$219.45	\$223.84	\$228.32
Full day	\$414.08	\$438.92	\$447.70	\$456.66

**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.**

*Monash College  
Foundation Year  
Teaching Staff  
Enterprise Agreement  
2024*

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## PART 1 YOUR ENTERPRISE AGREEMENT

### 1. Title

This Agreement will be known as the Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff Enterprise Agreement 2024 (the Agreement).

### 2. Principles

- 1.1 The Monash College Foundation Year (Foundation Year) program aims to provide an outstanding academic program specifically designed to provide transition pathways to tertiary study for international students. In order to maintain, continually improve and deliver the high standards of the Foundation Year program, Teachers need to be engaged in the full life of the program including:
  - 2.1.1 being part of a culture of reflection on practice;
  - 2.1.2 evidence-based analysis and improvement; and
  - 2.1.3 ongoing professional learning and development.
- 1.2 The College is committed to employing highly qualified, experienced Teachers to deliver a quality curriculum and experience for transition students undertaking Foundation Year.
- 1.3 The College seeks to be a 'preferred employer' by providing excellent conditions and ongoing opportunities to its Teachers including professional learning and career advancement and satisfaction in a transition educational environment.
- 1.4 The parties to this Agreement agree that it is their intention to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their workplace on the basis of age; carer and parental status; disability; employment activity; gender identity; lawful sexual activity and sexual orientation; industrial activity; marital status; physical features; political belief or activity; pregnancy and, breastfeeding; race; religious belief or activity; sex; expunged homosexual conviction; or personal association with someone who has, or is assumed to have, one of these personal characteristics. The parties are committed to ensure that workplace diversity principles are fully integrated into all of their activities, management practices, policies and procedures.

### 3. Definitions

<b>Attendance Days</b>	Means up to 210 days of required attendance by Teachers as designated by the College.
<b>College</b>	Means Monash College Pty Ltd.
<b>Continuous Service</b>	Means a period of unbroken service with the College. In respect of fixed-term or casual employees, will include a series of contracts or engagements. Breaks of up to four (4) months between any contracts or engagements will not break continuity of service but will not count as service. Additionally, a casual employee's employment is taken to be continuous in accordance with section 12(3) of the Long Service Leave Act 2018 (Vic) (which may allow for a longer break in service).

<b>Director</b>	Means the Director, Foundation Year (howsoever titled), or their nominee.
<b>Executive Director</b>	Means the head of an operating division of the College (howsoever titled), or their nominee.
<b>Executive Director, People and Culture</b>	Means the person employed in the position of Executive Director, People and Culture (howsoever titled) for Monash College and includes their delegate or nominee.
<b>Family Violence</b>	Means family and domestic violence as defined by the FW Act.
<b>FW Act</b>	Means <i>Fair Work Act 2009</i> (Cth).
<b>FWC</b>	Means the Fair Work Commission
<b>Immediate family</b>	Is given the meaning under the FW Act and includes: <ul style="list-style-type: none"> <li>a. a spouse/de facto partner (current or former), child or adult child (including an adopted child, step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of a Teacher, and</li> <li>b. a child or adult child (including an adopted child, step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Teachers partner (current or former).</li> </ul>
<b>Foundation Year</b>	Means Monash University Foundation Year program; a program of education provided in accordance with the National Standards for Foundation Programs and delivered by the College.
<b>NES</b>	Means the National Employment Standards as contained in the FW Act
<b>Non-attendance Days</b>	Means the days where a Teacher cannot be directed to attend or perform work, (constituted of the total days of the year (365 days) minus the Attendance Days), and includes days in lieu of public holidays and the NES entitlement related to annual leave.
<b>Operative Date</b>	Means the date this Agreement operates from as specified in the approval decision of the FWC.
<b>Partner</b>	Means a Teacher's spouse or another person who lives with the Teacher in a relation as a couple on a genuine domestic basis (de-facto partner), and includes a former partner of the Teacher.
<b>Senior Management Position</b>	Means a person employed in a position in Foundation Year who is not assigned a regular teaching load and has senior managerial responsibilities which may include delegated authorities to act for the Director where required from time to time.
<b>Short Program</b>	Means a program of six (6) months or less that is not the standard program, but excluding a person teaching multiple programs including a standard program.
<b>Teacher</b>	Means a person employed to teach the Foundation Year program and whose key responsibilities and duties are described at Schedule 3..
<b>Union</b>	Means the Independent Education Union Australia (Victoria/Tasmania) (IEU).
<b>VIT</b>	Means the Victorian Institute of Teaching.
<b>Workers Compensation Legislation</b>	Means the Workers' Compensation Act 1958, the Accident Compensation Act 1985 or the Workplace Injury Rehabilitation and Compensation Act 2013 or its successor, whichever is applicable.

## 4. Parties to this Agreement

The parties to this Agreement are the College, Teachers and the Union. This Agreement excludes people employed as professional staff (covered by the Monash College Pty Ltd Enterprise Agreement) or Senior Management Positions. The Agreement covers the employment of Teachers.

## 5. Period of Agreement

This Agreement comes into force on the operative date and will have a nominal expiry date of 31 December 2026.

## 6. Relationship to Awards and NES

This Agreement:

- a. operates to the exclusion of and wholly replaces any award (existing or future) and any industrial agreement, which otherwise, but for this clause would apply to Teachers whose employment falls within the scope of this Agreement; and
- b. will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provisions will apply the extent of this inconsistency.

## PART 2 YOUR EMPLOYMENT CONDITIONS

### 7. Terms of employment

7.1 The College may employ full time and part time Teachers on either an ongoing, fixed term or casual basis.

7.2 A Teacher, other than a casual relief Teacher will be provided with a letter of appointment upon engagement which will detail the commencement date (and termination date if employment is for a fixed term), the duties, employment status (i.e.: ongoing, full time, part time and/or fixed term), salary, and hours of attendance, and if appointed on a fixed term basis, the reason/s for the fixed term appointment.

#### 7.3 Fixed term employment

7.3.1 Fixed term employment and fixed term contract means that the College employs the Teacher for a fixed period of time (the contract period).

7.3.2 The Foundation Year program experiences variations in its needs by subject each semester and the volume of student enrolments. The College will use its best endeavours to achieve at least 70% ongoing employment on a full-time equivalent basis based as at semester census dates.

7.3.3 A Teacher may be employed for a fixed period of time up to 2 years duration. The College is committed to maximising the length of fixed-term contracts, based on genuine short term operational requirements (for example, projected student numbers, coverage for periods of

leave such as long service leave and parental leave or secondment, short programs etc). Fixed term contracts must comply with the FW Act.

- 7.3.4 Teachers engaged for the following reasons will not be included in the ratios:
- a. Replacement of a current teacher who is on an approved period of leave or undertaking a temporary secondment elsewhere; or
  - b. Appointment to a vacant position whilst an ongoing Teacher is recruited to that position.
- 7.3.5 Subject to the Teacher's satisfactory conduct and performance, where an equivalent position will exist at the expiry of the employee's period of engagement, the College will offer a further engagement to the Teacher.

#### **7.4 Fixed term employment - short program Teacher**

- 7.4.1 The College may engage a short program Teacher to run additional Foundation Year programs other than the standard program.
- 7.4.2 A Short Program Teacher shall be engaged for a fixed period of time (the contract period) of up to six (6) months.
- 7.4.3 A Short Program Teacher shall be paid at the Teacher salary rates as specified in Schedule 1 of this Agreement.
- 7.4.4 A Short Program Teacher is entitled to the benefits of this Agreement unless otherwise stated. Where a Short Program Teacher is employed on Non-Attendance Days the accrual of annual leave will apply with no accrual of non-attendance days. Where a Short Program Teacher is employed to teach during Attendance Days, or across Attendance Days and Non-Attendance days, the accrual of non-attendance time will only apply to the time worked on Attendance Days (given annual leave will accrue when teaching on Non-Attendance Days).
- 7.4.5 If required to perform work on a public holiday in accordance with sub-clause 30 (College Holidays) of this Agreement, a Short Program Teacher will be entitled to be paid at the rate of double time and a half of their hourly rate, for each ordinary hour of work performed on that public holiday.

#### **7.5 Part time employment and job share**

##### **7.5.1 Part-time employment**

- a. A part-time Teacher is a Teacher who is engaged to work on a regular basis for less than the face-to-face teaching load of a full-time Teacher, for which all entitlements are paid or calculated on a pro rata basis.
- b. The College and the part-time Teacher will agree in writing on a regular pattern of work, including the number of hours to be worked each week and the days of the week the Teacher will work.

##### **7.5.2 Job share**

- a. 'Job share' is a mode of employment where the duties, responsibilities and benefits of an employment classification contained in this Agreement is shared between two Teachers.

- b. A request to the College may be made by a Teacher to share the position the Teacher is currently holding. The request must identify the positions to be subject to the job share arrangement and the proposed fractional split between the two roles.
- c. A position subject to the job share arrangements is not regarded as a fixed term arrangement but rather continues for an indefinite period, or as otherwise agreed between the job share employee(s) and the College. Agreement must not be unreasonably withheld.
- d. The salaries paid to job share participants shall be in accordance with the scale of salaries prescribed this Agreement based on the percentage division of the work.
- e. Teachers subject to the job share arrangement described in this clause shall be entitled to pro rata accrual of benefits provided to full-time Teachers based on the face-to-face teaching hours.
- f. If a participating Teacher is unable to attend for duty because of illness, the other participant may be offered the day(s) work by the College. If the offer is accepted by the participant, the Teacher shall be paid at their normal ordinary hourly rate for the relevant period.
- g. Should either participating Teacher leave their employment, the remaining Teacher may be offered the balance of employment. If this offer is not accepted, the balance of employment can be advertised internally and externally.

## 7.6 Casual Relief Teacher

- 7.6.1 The College will give preference to engaging fixed term employees over casual employees, but may engage a casual relief Teacher on a daily or half day basis to meet short term needs, as follows:
- a. The College will provide a casual relief Teacher with at least twenty-four (24) hours' notice to cancel a period of engagement.
  - b. A casual relief Teacher may work up to full-time hours for up to thirteen (13) consecutive weeks.
  - c. A casual relief Teacher will be paid at the rate specified in Schedule 1 of this Agreement which are inclusive of a 25% casual loading.
  - d. The College can engage a casual relief Teacher to undertake the full teaching load and extra-curricular duties of a Teacher who is absent from duty.
- 7.6.2 A casual relief Teacher is not entitled to any of the following benefits under this Agreement:
- a. annual leave and leave loading
  - b. paid sick leave
  - c. paid compassionate leave
  - d. paid bereavement leave
  - e. study leave

- f. career break leave
- g. paid parental (primary carer's) leave
- h. paid leave for religious or cultural purposes
- i. paid ceremonial leave
- j. defence reserve forces leave
- k. firefighting and emergency assistance leave
- l. court appearance leave
- m. blood donor leave
- n. electoral purpose leave
- o. volunteering leave

## 7.7 Concurrent Employment

7.7.1 From time to time some Teachers agree to teach and undertake duties for a College program/division outside of Foundation Year, in addition to their normal teaching duties in the Foundation Year Program ("concurrent employment"). The parties recognise that:

- a. It is preferable for the employment to be treated as one role for practical reasons, including ensuring that average weekly hours apply;
- b. Except where it is agreed that the Teacher will perform the major and substantial part of their work in a program/department outside of Foundation Year on a long-term or ongoing basis, this Agreement will continue to cover the employee in their employment; and
- c. Teachers should not be disadvantaged overall if more favourable terms and conditions apply to that program/division; and
- d. There should be no undermining of any terms and conditions that would apply if the roles were treated as separate roles.

Accordingly, where a Teacher is engaged in concurrent employment, applicable arrangements will be agreed in writing between the College and the individual Teacher to ensure that they are not disadvantaged overall.

## 8. Probation

- 8.1 All Teachers appointed to an ongoing or fixed term position will be subject to a period of probation.
- 8.2 The length of the probation period will be a maximum of six (6) months.
- 8.3 The purpose of the period of probation is to provide a new Teacher with an opportunity to demonstrate the capacity to properly perform the requirements of the position.
- 8.4 Prior to the expiry of the period of probation, the College may confirm or terminate the employment of the Teacher.

8.5 Where the College makes a decision to terminate a Teacher's probationary employment, the College must provide the Teacher with at least two weeks' notice during Attendance Days or make payment to the Teacher in lieu of two weeks' notice, except where summary dismissal is warranted.

8.6 The Teacher will be advised of, and will be given an opportunity to respond to the College's proposed decision to terminate the employment.

## 9. Spread of hours and teaching duties

### 9.1 Spread of hours

9.1.1 Classes and tutorials will be conducted between the hours of 8.00 am and 6.00 pm Monday to Friday (**spread of hours**).

9.1.2 The College may require timetabled classes and tutorials to be conducted outside of these hours the spread of hours provided that:

- a. Employees engaged on or before the Operative Date of the Agreement may be requested, but not directed to work;
- b. There will be no split shifts on any given day;
- c. Employees will not be required to work regular hours after 9:30pm Monday to Friday;
- d. Employees shall not be required to work regular hours after 5:00pm on a Saturday or Sunday; and
- e. Employees who are timetabled to deliver classes and tutorials outside of the spread of hours will be paid the following loadings on their ordinary hourly rate:
  - i. **Monday to Friday:** 20% for the first three (3) hours worked and 50% thereafter.
  - ii. **Saturday:** 50% on all hours worked.
  - iii. **Sunday:** 75% on all hours worked.

### 9.2 Face to face teaching

9.2.1 Face to face teaching will include the teaching of timetabled classes and leading the weekly pastoral care program in home room.

9.2.2 A full time teaching load is 20 hours of face to face teaching per week in any given semester. Full time Teachers will also be required to undertake an additional one hour of face-to-face teaching per week to lead the weekly pastoral care program in home room.

9.2.3 The face-to-face teaching hours for a part time Teacher will be their time fraction multiplied by the face-to-face teaching hours of a full-time Teacher. For example, a part time Teacher working a 0.5 time fraction – will not exceed  $0.5 \times 20 \text{ hrs} = 10$  hours of face to face teaching in any given week.

9.2.4 Part-time Teachers working a 0.5 time fraction or above will also be required to undertake an additional one (1) hour of face to face teaching per week to lead the weekly pastoral care

program in home room. This additional one (1) hour of face-to-face teaching per week will not be calculated on a pro-rata basis.

9.2.5 A Teacher will not exceed six (6) hours face to face teaching on any one day over a span of eight (8) hours, except by mutual Agreement between the College and the Teacher.

9.2.6 Wherever possible, teaching hours will be equitably distributed.

### 9.3 **Non classroom duties**

9.3.1 Non-classroom duties may include:

- a. participation in non-timetabled pastoral care activities
- b. participation and assistance in the preparation and supervision of student activities
- c. student consultations
- d. workshops
- e. tutorials
- f. staff meetings
- g. co-curricular programs
- h. excursions
- i. contribution and attendance at planning days
- j. contribution to the development, implementation and evaluation of the curriculum
- k. participation in professional learning and development activities
- l. participation in decision making processes at Foundation Year
- m. involvement on staff teams and policy committees and any other activities
- n. exam setting and marking
- o. mentoring less experienced Teachers where appropriate time is allocated for this purpose.

## 10. **Ordinary hours of work and attendance**

10.1 For the purpose of this clause a Teacher excludes a casual relief Teacher.

10.2 The ordinary hours of work for a full time Teacher will be 38 hours per week averaged over a semester.

10.3 The ordinary hours of work for a Teacher are variable. In return a Teacher (excluding a short program Teacher), will not be required to be in attendance during non-attendance days as designated pursuant to this clause.

10.4 A Teacher, excluding a Short Program Teacher, will be required to be in attendance for up to a maximum of 210 days of a year (Attendance Days) as designated by the College.

- 10.5 During Attendance Days, a Teacher (including a part time Teacher) is required to be on campus each day to fulfil all of their work requirements, including timetabled teaching, home room and extras, student consultations, exam marking and moderation, staff briefings, team meetings and professional learning that might occur within project work or team collaborative settings ('**On-site Work**').
- 10.6 Outside of timetabled teaching and these scheduled commitments, Teachers attendance is flexible and Teachers may choose to complete a reasonable amount of work (such as assessment tasks, planning or preparation) at home or offsite during the Teacher's usual hours of attendance (within the 8 hours span referred to in clause 9.2.5), following a discussion with their manager. A manager may require the Teacher to remain onsite if the manager requires the Teacher to undertake On-site Work within the Teacher's scheduled usual hours.
- 10.7 Prior to the end of September of any year the Director shall provide written notice to Teachers of the designated Attendance Days which Teachers will be required to be in attendance and the days of designated non-attendance time for the following year.
- 10.8 The annual salary and any applicable allowances are paid in full satisfaction of a Teacher's entitlements for the year or a proportion of the year.

## 11. Right to Disconnect

- 11.1 This clause 11 provides for the exercise of an employee's right to disconnect set out in section 333M of the FW Act.
- 11.2 A Teacher may refuse to monitor, read or respond to contact, or attempted contact, from the College or a third party who contacts the Teacher in relation to their work, outside of the employee's working hours, unless the refusal is unreasonable.
- 11.3 Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of clause 11.2, the following must be taken into account:
  - 11.3.1 the reason for the contact or attempted contact;
  - 11.3.2 how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee;
  - 11.3.3 the extent to which the employee is specifically compensated:
  - 11.3.4 to remain available to perform work during the period in which the contact or attempted contact is made; or
  - 11.3.5 for working additional hours outside of the employee's ordinary hours of work;
  - 11.3.6 the nature of the employee's role and the employee's level of responsibility;
  - 11.3.7 the employee's personal circumstances (including family or caring responsibilities).
  - 11.3.8 Whether the employee is on approved leave or another authorised absence.
- 11.4 A Teacher's refusal to monitor, read or respond to contact, or attempted contact, from their employer, or from a third party if the contact or attempted contact relates to their work, will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

- 11.5 The clause 11 does not prevent the College from contacting, or attempting to contact a Teacher outside of their working hours where the purpose of the contact is to request that the Teacher attend work to cover an absence or undertake other unexpected work which requires coverage.
- 11.6 The College must not directly or indirectly prevent an employee from exercising their right to disconnect under the FW Act.

## **12. Performance and Development Process**

- 12.1 Teachers and their managers will develop individual performance and development plans (PDPs) which will set out the goals for a 12-month period with particular reference to:
  - a. professional practice, standards and teaching and learning practices
  - b. special projects
  - c. challenges and professional and personal goals
  - d. professional development goals and targets to be achieved or demonstrated in the classroom throughout the year.
- 12.2 Goals will be set in consultation with Teachers, having regard to their hours of work and workload.
- 12.3 Teachers will receive feedback on their performance against their PDP at regular intervals in addition to the PDP process.

Note: Matters of unsatisfactory performance will be managed in accordance with clause 58 of the Agreement (Unsatisfactory Performance).

## **13. Professional development/planning days**

- 13.1 Teachers (excluding casual relief Teachers and Short Program Teachers), are expected to attend all professional development/planning sessions as part of their ordinary hours of work as provided under sub-clause 10.2. (Ordinary Hours of Work and Attendance). Part time Teachers will be paid for any additional hours, in excess of their ordinary hours of work, as a result of attending professional development/planning sessions.
- 13.2 The College will provide professional development that is directly linked to the strategic aims and objectives of the College and facilitates the individual growth of its employees in ways that will enhance student outcomes. Teachers will be provided with sufficient professional development opportunities to attain and maintain their VIT registration.

## **14. Study Assistance**

- 14.1 The College may approve assistance for a course of study that the College deems to be relevant to the Teacher's role.
  - 14.1.1 Study Assistance includes:
    - a. Study leave; and

- b. Financial assistance.

14.1.2 Consideration of all study assistance requests will be in accordance with the College's study assistance policy and will take into account the operational requirements of the work area.

## 14.2 Eligibility for Study Assistance

14.2.1 All ongoing and fixed-term Teachers are eligible to apply for study leave.

14.2.2 The following employees are eligible to apply for financial assistance:

- a. Ongoing Teachers;
- b. Fixed-term Teachers with at least 12 months of Continuous Service with the College as at the date of application.

## 14.3 Study Leave

14.3.1 Eligible Teachers may, with approval of the College, be granted study leave of up to four hours per week to attend approved courses of study including examinations.

14.3.2 For approved study programs that are delivered online or do not follow traditional teaching semesters (e.g. research or project based courses or intensive programs), approval may be granted to access leave on an aggregated basis.

14.3.3 The College may approve additional study leave for an eligible Teacher, on either a paid or unpaid basis.

## 14.4 Financial assistance

14.4.1 Financial assistance may include partial or full reimbursement of tuition/enrolment fees at the discretion of the College. If the Employee voluntarily ends their employment with the College, the College may require the Employee to repay any financial assistance they have received in the preceding 12 months in accordance with this clause, or deduct the amount of financial assistance received from any payments owing to the Employee.

14.4.2 Where the College terminates the Teacher's employment (other than on grounds of misconduct or unsatisfactory performance) or gives notice (whether verbal or written) to a fixed-term Teacher that their contract will not or is unlikely to be renewed the College will not make deduction(s) under clause 14.4.1.

# 15. Student attendance records and extras

## 15.1 System to manage recording of student attendance

15.1.1 The parties acknowledge that the maintenance of timely and accurate student attendance records is required to ensure positive student outcomes and compliance with the National Code of Practice of Education and Training to Overseas Students 2018 (**National Code**) as replaced, and/or varied from time to time.

15.1.2 The College will, in consultation with Teachers, develop a system to ensure that a student's attendance at a scheduled class or activity can be verified and recorded in the event of a Teacher's absence. This system will be designed to meet the requirements of the National Code and, so far as is practical, will seek to avoid the need for another Teacher to provide relief cover for the purpose of marking attendance.

- 15.1.3 In the event that the allocation of a Teacher to a provide relief cover (**extra**) is required, subject to operational requirements the following may apply:
- a. A Teacher will usually be rostered for no more than one extra a week.
  - b. An extra does not count towards face-to-face teaching time. Teachers performing an extra are required to provide supervision only and are not required to perform marking arising from the class.
  - c. Where a Teacher is required to perform more than one extra in any given week, wherever possible they will not be rostered for any extras during the following week.

## **16. Flexible work practices**

### **16.1 Requests for flexible working arrangements**

- 16.1.1 The College supports the provision of flexible work practices, which may support Employees to better integrate their work-life obligations.
- 16.1.2 An Employee may request a flexible working arrangement to assist carer or other commitments including, but not limited to, those in s 65 of the FW Act). A request must be in writing and set out the details of change sought, the reasons for the change and preferred duration.
- 16.1.3 The employer may refuse the request only on reasonable business grounds.

### **16.2 Flexible work requests and timetabling**

- 16.2.1 Requests for flexible working arrangements that impact on College teaching timetabling will be considered prior to finalising each Semester's Teaching timetable. All reasonable efforts will be made to accommodate flexible arrangements under this clause by adjusting Teacher's timetables.

### **16.3 Responding to the request**

- 16.3.1 Before responding to a request made under this Agreement, the College must discuss the request with the Teacher and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Teacher's circumstances having regard to:
- a. the needs of the Teacher arising from their circumstances;
  - b. the consequences for the Teacher if changes in working arrangements are not made; and
  - c. any reasonable business grounds for refusing the request.
- 16.3.2 The employer must give the employee a written response to an employee's request within 21 days, stating whether the employer grants or refuses the request, which will include the following:

- a. If the employer and the employee agree to a change in working arrangements (either as set out in the initial request or something different), the employer must confirm the agreed change(s) in working arrangements with the employee in writing; or
- b. If the employer refuses the request, the written response must include details of the reasons for the refusal including the relevant business grounds.

16.3.3 In considering requests for flexible work arrangements, the College will attempt to meet the genuine needs of an individual Teacher subject to operational requirements including those listed in clause 10.5.

## 16.4 Transition to retirement

16.4.1 Teachers over 55 years of age (eligible Teachers) may apply for a transition to retirement arrangement whereby the Teacher will work reduced fraction until their retirement but continue to receive superannuation at the full rate that applies immediately prior to the arrangement.

16.4.2 The terms of any arrangement must be mutually agreed and record in writing:

- a. the effective start date;
- b. the date of retirement (which will be a binding resignation);
- c. the reduced fraction;
- d. the superannuation amount that applied immediately before the agreement, which will continue to be paid during the arrangement.

## 17. Individual Flexibility Agreements (IFA)

17.1 The College and a Teacher may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

17.1.1 the agreement deals with one or more of the following matters:

- a. arrangements about when work is performed;
- b. allowances; and
- c. leave loading.

17.1.2 the arrangement meets the genuine needs of the College and Teacher in relation to one or more of the matters mentioned in paragraph (a); and

17.1.3 the arrangement is genuinely agreed to by the College and Teacher. A Teacher may have the assistance of a representative of their choice in discussions with the College about an IFA.

17.2 The College must ensure that the terms of the IFA:

17.2.1 are about permitted matters under section 172 of the FW Act 2009; and

17.2.2 are not unlawful terms under section 194 of the FW Act 2009; and

17.2.3 result in the Teacher being 'better off overall' than the Teacher would be if no arrangement was made.

- 17.3 The College must ensure that the individual flexibility arrangement:
- 17.3.1 is in writing;
  - 17.3.2 includes the name of the employer and employee;
  - 17.3.3 is signed by the College and Teacher, and if the Teacher is under 18 years of age, signed by a parent or guardian of the employee; and
  - 17.3.4 include details of:
    - a. the terms of the enterprise agreement that will be varied by the arrangement; and
    - b. how the arrangement will vary the effect of the terms; and
    - c. how the Teacher will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - d. states the day on which the arrangement commences.
- 17.4 The College must give the Teacher a copy of the IFA arrangement within 14 days after it is agreed to.
- 17.5 The College or Teacher may terminate the individual flexibility arrangement:
- 17.5.1 by giving not less than 28 days written notice to the other party to the arrangement; or
  - 17.5.2 if the College and Teacher agree in writing — at any time.

## **18. Meal Breaks**

- 18.1 Teachers have an entitlement to an unpaid meal break, between half an hour and one hour, no later than five (5) hours after commencing work.

## **19. Breakages and loss**

- 19.1 Provided that the Teacher has taken reasonable care, a Teacher will not be liable for any breakages or loss of property which occurs in the normal course of that Teacher's duties.

## **PART 3 YOUR REMUNERATION**

### **20. Salary on appointment**

- 20.1 The College will appoint Teachers to a salary and level of Teacher not less than that set out in Schedule 1 (Teacher Salaries) commensurate with their skills, qualifications and teaching experience.
- 20.2 **Part-time teaching and non-attendance time salary**
- 20.2.1 Where a Teacher's part-time time fraction is unchanged for an academic year the salary for that Teacher will apply to all non-attendance time until the start of the next academic year.
  - 20.2.2 Where a Teacher's part-time fraction changes during the academic year the salary for non-attendance time following the completion of the academic year will be paid on a pro rata basis.

For example, if a Teacher works 22 weeks at 0.6 FTE and 22 weeks at 0.4 FTE, and there are 8 non-attendance weeks, then the 8 weeks will be paid at 0.5 FTE.

## 21. Salary increases

21.1 Teachers employed by the College will receive the following salary increases, payable from the commencement of the first full pay period on or after the dates as follows:

Date of effect	Percentage increase
Date of employee vote accepting proposed Enterprise Agreement	6% + a one-off lump sum equivalent to 2% of a Teachers annual Salary
1 January 2025	2%
1 July 2025	2%
1 July 2026	4%

## 22. Payment of salaries

### 22.1 Fortnightly pay

22.1.1 Teachers will be paid their salary on a fortnightly basis.

### 22.2 Method of payment

22.2.1 A Teacher will be entitled to have their salary paid directly into any bank, building society or credit union account they nominate.

### 22.3 Overpayments

22.3.1 The College will advise and consult with a Teacher when an overpayment has been identified. The College will inform the Teacher of the amount of the overpayment and will write to the affected Teacher about the options available for repayment.

22.3.2 The timeline for repayment will be of reasonable length, having regard to the amount of the overpayment. The Teacher and the College will negotiate in good faith with the aim of reaching an agreed repayment arrangement, after which the College may deduct the overpayment from the Teacher's salary or termination payments in accordance with the agreed repayment arrangement.

22.3.3 If such an Agreement cannot be reached then the procedures of clause 57 (Prevention and Resolution of Disputes Procedure) of this Agreement will be applied to achieve an outcome that allows the College to recover the overpayment, after which the College may deduct any overpayment from the Teacher's salary or termination payments accordingly.

### 22.4 Deductions

22.4.1 Except as provided in this Agreement, any other deductions requested by the Teacher, and agreed to by the Employer, will require the written authority of the Teacher.

## 23. Allowances

### 23.1 Positions of responsibility allowances

- 23.1.1 A responsibility allowance pursuant to Schedule 2 (Positions of Responsibility) will be paid to a Teacher where the Director requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers.
- 23.1.2 An allowance is linked to a position of responsibility rather than to an individual Teacher.
- 23.1.3 Positions of responsibility will be advertised and interested Teachers will be required to submit an application with appointments being determined by the Director in consideration of business requirements.
- 23.1.4 Positions of responsibility will be for a fixed duration not exceeding three (3) years. The Director will provide written advice to a Teacher in receipt of a position of responsibility allowance of: the position, its duration, the duties required and the allowance to be paid.
- 23.1.5 Where the position of responsibility is to be shared, then payments may also be shared.
- 23.1.6 Where the College is not satisfied that a Teacher is effectively performing a position of responsibility, the position of responsibility may be reviewed in accordance with clause 58(Unsatisfactory Performance) or clause 59 (Misconduct) of this Agreement.
- 23.1.7 Where the College considers that the position of responsibility is no longer needed, the position of responsibility may be terminated by providing the Teacher with 7 weeks' notice during Attendance Days.
- 23.1.8 For the avoidance of doubt an appointment to a position of responsibility may be terminated without the need to terminate the underlying employment.

### 23.2 Vehicle allowance

- 23.2.1 Where a Teacher uses their privately owned motor vehicle for approved College business, the Teacher shall be paid an allowance through the payroll system based on the motor vehicle kilometre rate specified by the ATO applicable to the Teacher's vehicle.
- 23.2.2 The allowance shall be calculated at the ATO rate each year as at 1 July and be effective from that date.

### 23.3 First aid allowance

- 23.3.1 A Teacher who has been appointed by the College to carry out first aid duties at the worksite (in addition to their substantive position) and who possesses a current St John's Ambulance First Aid Certificate or equivalent qualification shall be paid an annual first aid allowance payable on a fortnightly basis as follows:

Date of effect	Amount per annum
First full pay period following a successful vote of the Enterprise Agreement	\$1188
1 January 2025	\$1212
1 July 2025	\$1236

1 July 2026	\$1286
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*Note: annual allowance rounded to nearest dollar*

23.3.2 The allowance is not payable during designated Non-Attendance Days in accordance with sub-clause 10.4 (under Ordinary Hours of Work and Attendance) of the Agreement and any continuous unpaid absence of greater than two weeks.

**23.4 Discretionary increases**

23.4.1 A further salary component may be paid to a Teacher as an allowance at the absolute discretion of the Director. In applying the discretionary component to a Teacher, the important criterion is the taking on of additional duties and/or engaging in activities which benefit the Foundation Year program and for which no time or monetary allowance has otherwise been made.

**24. Compulsory or prescribed superannuation**

24.1 The College will make superannuation contributions in accordance with the rate prescribed by the superannuation guarantee, as varied by the Federal Government from time to time. The College shall make superannuation payments to a nominated superannuation fund.

**25. Salary progression**

25.1 Subject to satisfactory performance throughout the year, progression by a Teacher from their current level of salary to the next level will occur after each 12 months of completed service.

25.2 Where a Teacher is assessed as not having met the requirements for progression from one salary level to the next, salary progression will not occur for that Teacher provided the Teacher has been:

25.2.1 notified at least three (3) months in advance in writing of:

- a. the standards of performance that are expected;
- b. the areas of the Teacher's performance and/or conduct that are not meeting the required standards;
- c. the consequences of continued or repeated failure to meet these standards; and

25.2.2 they are given the opportunity to improve their performance to the required standards.

**26. Salary packaging**

26.1 The College will make salary packaging arrangements available to all Teachers.

26.2 A Teacher may negotiate an individual salary package, which may result in the Teacher's base salary being restructured in favour of a mix of benefits and cash salary

26.3 A Teacher who negotiates an individual salary package must enter into a written agreement with the salary packaging provider and/or the College that sets out the terms and conditions applying to the provision of salary and benefits package. These terms and conditions will include the following:

26.3.1 the salary rate for the purposes of calculating the superannuation contribution and salary packaging benefits is derived by reference to the Teacher's base salary, prior to the reduction for any agreed benefits;

26.3.2 for periods of paid leave, the Teacher retains the reduced salary and benefits and the salary for calculation of annual leave loading is the Teacher's base salary, prior to the reduction for any agreed benefits.

26.4 The items which may be salary packaged are as determined by the College from time to time.

26.5 If legislation or other changes result in increased cost of salary packaging to the College, the College may elect, at its discretion, to either discontinue salary packaging or offer the Teacher a new salary package where the Teacher meets the additional cost. If the Teacher does not accept the new offer, the College will discontinue salary packaging for that Teacher.

26.6 A Teacher may vary their salary packaging arrangement at any time by providing at least one month's notice. Any fees associated with varying a salary packaging arrangement are the responsibility of the Teacher.

26.7 The College advises all interested Teacher's to seek their own independent financial advice prior to entering into salary packaging arrangements.

26.8 A Teacher may withdraw from a salary packaging arrangement, subject to providing a minimum of one (1) month notice to the College, or the College's nominated salary packaging provider (as applicable). Any additional costs incurred as a result of withdrawal from a salary packaging arrangement must be paid by the Teacher.

26.9 Salary packaging is offered on the basis that there is no additional cost to the College. All administration costs charged by the salary packaging provider will be borne by the Teacher. In addition, nothing in this clause prevents the College from including an administration charge to cover direct costs associated with salary packaging. However, no administration fees will be charged in relation to superannuation, car parking, gym membership or childcare.

## **27. Accident make-up pay**

27.1 Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under Workers Compensation Legislation, the College must pay to the Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 52 weeks in respect of each such injury or illness, but only for so much of that period as the Teacher remains employed by the College.

## **PART 4 YOUR LEAVE ENTITLEMENTS**

### **28. Overview**

#### **28.1 Accrual of leave**

28.1.1 Any period of annual leave, long service leave and personal leave an employee is entitled to will accrue on a pro-rata basis, according to the number of hours worked.

## 28.2 Absence on Unpaid Leave

28.2.1 A Teacher will not be entitled to payment for public holidays or other types of leave during any period of unpaid leave.

28.2.2 A Teacher will not accrue any paid leave entitlements during any period of unpaid leave.

## 28.3 Notice

28.3.1 Unless a specific notice period is stated, the Employee must provide the College with as much notice as is reasonably practicable of the intention to take leave under this Agreement .

## 28.4 Evidence

28.4.1 Where required by the College, a Teacher must give the College evidence that would satisfy a reasonable person that the leave is being taken for the reason outlined in the relevant clause.

## 29. Infectious diseases leave

29.1 Where a Teacher is suffering from one of the infectious diseases known as:

29.1.1 German measles

29.1.2 chickenpox

29.1.3 measles

29.1.4 mumps

29.1.5 scarlet fever

29.1.6 whooping cough

29.1.7 rheumatic fever

29.1.8 Severe Acute Respiratory Syndrome (SARS)

29.1.9 Hepatitis

that has been contracted in the course of their duties, the Teacher may be entitled to be granted special leave for any period of absence.

29.2 Approval of special leave under this clause will be subject to the Teacher providing the College with a medical certificate which specifically names the infectious disease, and evidence that they have:

a) been vaccinated (where an approved vaccine is available); or

b) have a medical exemption that is recognised by the Australian Technical Advisory Group on Immunisation

## 30. College holidays

### 30.1 Entitlement

- 30.1.1 Unless substituted in accordance with this Agreement or under the *Fair Work Act 2009*, all Employees will be entitled to the following days or days proclaimed as holidays in substitution for those days, without loss of pay:
- a. New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, the King's Birthday (as celebrated in Victoria), Grand Final Eve Day, Christmas Day and Boxing Day,
  - b. Holidays declared or prescribed by, or under a law of Victoria, and
  - c. other days declared by the CEO.
- 30.1.2 The College and an Employee may agree to substitute another day for a day that would otherwise be a holiday.
- 30.1.3 The College and an Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day holiday.
- 30.1.4 Without limiting any substitution permitted by the *Fair Work Act 2009*, the provisions of this clause 30 apply on the basis that Labour Day and Melbourne Cup Day will be normal working days and Teachers will not receive penalty payments for working on those days. Work undertaken on these two public holidays is accounted for during the Non-Attendance Days.
- 30.1.5 Where a public holiday, observed by the College, occurs during the period an Employee is absent on paid leave, no deduction will be made for that day from an Employee's paid leave credits

## **31. Annual leave and Non-Attendance Days**

### **31.1 Overview**

- 31.1.1 For the purposes of this clause a Teacher excludes a casual relief Teacher.
- 31.1.2 Annual leave is provided for in the NES, this clause supplements and provides College specific detail.
- 31.1.3 Short Program Teachers are entitled to four weeks of annual leave in respect of each twelve months of service which will accrue progressively during a year of service according to the employee's ordinary hours of work. Short term program Teachers are not entitled to Non-Attendance Days, except as provided in clause 7.4.4.
- 31.1.4 Subject to this clause, a Teacher shall be paid during the designated Non-Attendance Days which arise during the 12-month period that begins with the Teacher's employment commencement date ('service period') and for each and every service period thereafter.
- 31.1.5 A Teacher's absence and payment during these Non-Attendance Days is deemed to include their accrued annual leave provided for in the NES, as well as days in lieu of Labour Day and Melbourne Cup Day.

### **31.2 Scheduling of Non-Attendance Time**

- 31.2.1 When scheduling non-attendance time each academic year, the College will consider its operational requirements, the needs of its students and the views of Teachers.

31.2.2 To facilitate this, the College will:

- a. consult with Teachers and the Education Consultative Committee on this matter prior to finalising the teaching calendar for the upcoming academic year;
- b. schedule non-teaching time in a manner that coincides to the extent possible with Victorian public school holidays subject to operational requirements; and
- c. advise teachers of the College’s decision as soon as practicable.

31.2.3 The College and a Teacher may agree to vary the scheduling of their non-attendance days provided that their number of non-attendance days is not reduced.

### 31.3 Calculating Non-Attendance

31.4 The formula outlined in clause 31.5 will be used in the following circumstances:

31.4.1 Where a Teacher takes authorised unpaid leave for more than ten (10) working days during their Attendance Days, and/or

31.4.2 Where a Teacher’s employment is terminated or a Teacher resigns prior to the completion of their current service period

31.5 Pro-rata payment of non-attendance weeks is calculated using the following formula:

$$\left[ \frac{AW \times TNA}{TAW} \right] - NAP$$

Where:

AW = number of attendance weeks worked by Teacher in the service period

TNA = total number of non-attendance weeks during the Teacher’s service period

TAW = total number of attendance weeks during the Teacher’s service period

NAP = number of non-attendance weeks already paid to the Teacher in the service period

### 31.6 Cashing out of annual leave and Non-Attendance Days

31.6.1 A Teacher who transfers from Foundation Year to another division of the College, or transfers from another division of the College into Foundation Year, is entitled to payment of non-attendance weeks and accrued annual leave on a pro rata basis, pursuant to the formula in sub-clause 31.5, provided that:

- a. upon transfer the Teacher must maintain an accrued annual leave entitlement of no less than four (4) weeks (or pro rata where applicable);
- b. there is a separate Agreement in writing to support the cashing out of leave;
- c. the Teacher is paid at least the full amount that would have been payable had the annual leave been taken; and

- d. the College has made the necessary superannuation contribution on the accrued annual leave being cashed out on behalf of the Teacher.

### 31.7 Annual leave loading

31.7.1 A Teacher is entitled to a leave loading of 17.5% on four weeks annual leave (or pro rata where applicable). The loading will be paid into each salary payment throughout the year and is incorporated into the annual salaries as set out in Schedule 1 (Teacher Salaries).

## 32. Personal leave

### 32.1 Entitlement

32.1.1 Personal leave is provided to Teachers to support them with paid leave in circumstances of a personal illness (sick leave) or where they are required to provide care and support (carers leave) to a member of their Immediate Family or their household.

32.1.2 A Teacher is entitled to fifteen (15) working days of paid personal leave. Personal leave will accrue progressively during each year of service according to the employee's ordinary hours of work.

32.1.3 Untaken personal leave will not be paid out on the termination of employment.

32.1.4 A Teacher who is re-employed by the College after a period of twelve (12) months or less, will be re-credited their accrued untaken personal leave balance as at the time the Teacher's employment with the College ended.

32.1.5 Where a period of illness or carer's responsibilities exceeds the Teacher's Personal Leave balance:

- a. the Teacher will be able to access personal leave in advance provided the period of advanced leave will be accrued within the current year of service; and / or
- a. the Teacher may apply for make up time, whereby a Teacher may choose to perform additional work approved by the College at ordinary time to make up for time lost.

32.1.6 With the agreement of the College, a Teacher may take their accrued Personal Leave on half pay in order to take double the period of leave.

32.1.7 In addition to the above, Teachers who have taken all of their paid personal leave may take up to two days of unpaid carer's leave for each occasion they require it.

32.1.8 A casual relief Teacher is entitled to a up to maximum of five (5) days of unpaid personal leave in any one per calendar year.

32.1.9 In recognition that Teachers do not have access to annual leave during the semester, a Teacher may access up to two (2) days of their personal leave per calendar year to undertake personal responsibilities which do not fall within the definition of personal leave outlined in clause 32.1.1 above, for example to move house or attend a family member's event. Personal leave taken under this clause will be considered as one of the five days without evidence described in clause 32.2.1.

### 32.2 Evidence requirements

32.2.1 A Teacher may be requested to provide the College with reasonable evidence for any day of personal leave, where the personal leave:

- a. forms part of a period of absence in excess of two (2) consecutive days;
- b. is in excess of five (5) aggregate working days in any year of service;
- c. abuts a period of annual, special or long service leave or leave without pay; or
- d. is a public holiday, including a public holiday which the Employee and College have agreed to substitute pursuant to clause 30.1.4.

32.2.2 If the Teacher does not provide the College with reasonable evidence the period of absence from duty will be unpaid or the Teacher may request that the absence be taken as annual leave.

### **33. Long service leave**

#### **33.1 Entitlement**

33.1.1 A Teacher will be entitled to paid long service leave of thirteen (13) weeks after ten (10) years of Continuous Service and 1.3 weeks for each additional year of recognised service, paid at the Teacher's ordinary rate of pay. However, a Teacher may apply to the College for long service leave after seven (7) years' service.

33.1.2 A request for long service leave may be for any period of 1 day or greater.

33.1.3 Long service leave may be taken on full-pay or half-pay (with double the time of leave).

33.1.4 A Teacher may apply to take long service leave by providing the College with reasonable notice (e.g., proportionate to the amount of leave to be taken). The College will only refuse an application for long service leave on reasonable business grounds.

33.1.5 Further to clause 33.1.4, a Teacher is entitled to choose the time for taking long service leave, where the Teacher provides the Director with at least six (6) months written notice, or the Director is satisfied that a shorter notice period can be accommodated having regard to operational needs, the Teacher's work commitments and the duration of the Teacher's proposed absence from work.

33.1.6 Where a Teacher on long service leave becomes eligible to take a period of paid personal leave, the Teacher may convert their long service leave to personal leave for the relevant period, provided they submit reasonable evidence satisfactory to the College of their eligibility for the period of paid personal leave.

33.1.7 Where an employee's employment ends after seven (7) years or more Continuous, the Teacher will be entitled to be paid in lieu of long service leave accrued but not taken at the date of termination.

33.1.8 A Teacher whose employment with the College ends due to ill-health or death after four (4) or more years' Continuous Service will be entitled to payment in lieu of their accrued long service leave.

#### **33.2 Recognition of prior service**

- 33.2.1 Service with the following employees will be recognised as prior service for the purposes of qualifying to access long service leave:
- a. any public Australian University or TAFE Institute;
  - b. the Victorian Public Service;
  - c. other employers as agreed by the Chief Executive Officer of the College; and
  - d. Monash University companies, Australian inter-university bodies (e.g., Universities Australia) and the TAFE Board.
- 33.2.2 The College will recognise the prior service with eligible employers where:
- a. the period of time between the Teacher starting at the College and ending employment with the eligible previous employer is twelve (12) months or less; and
  - b. the Teacher applies to the College for recognition of prior service recognition within six (six) months of starting at the College.
- 33.2.3 For the purpose of long service leave, the College will recognise the Teacher's service at the time the Teacher's employment with the former employer ended, up to seven (7) years.
- 33.2.4 Any long service leave already taken (or paid in lieu) will be deducted from the entitlement to be recognised.
- 33.2.5 Prior service will be recognised for the following purposes:
- a. prior service with Monash University and Monash College will be recognised as service for the purposes of qualifying for long service leave and for calculating the Teacher's entitlement to paid long service leave. For example, if the College recognises 3 years of prior continuous service with Monash University, then the employee will accrue a pro rata entitlement to long service leave after 4 years, based on 7 years' service; and
  - b. prior service with any other eligible employers will only be recognised for the purpose of qualifying for long service leave (i.e., to meet the minimum employment period of seven (7) years). For example, if the College recognises 3 years of continuous service with a former employer, the Teacher will accrue a pro rata entitlement to long service leave after 4 years, based on 4 years' service.
- 33.2.6 A Teacher who is granted recognition of prior service will not be eligible to take long service leave within three (3) years of commencing with the College, except with the approval of the Director.

### 33.3 **Accumulated long service leave management**

- 33.3.1 In order to manage the accumulation and taking of long service leave, accumulated long service leave of over 4.5 months will be considered excessive.
- 33.3.2 Where a Teacher has an excessive long service leave balance, the College may request the Teacher to present a plan for reducing their long service leave balance to three (3) months or less.
- 33.3.3 Where a Teacher is on an extended period of paid leave (such as personal leave or parental leave), the Teacher will be given a reasonable time after returning from leave to submit their plan.

33.3.4 If the Teacher does not provide a plan or the College does not agree with the plan, the College may direct the Teacher to take up to three (3) months long service leave. This direction will only be made after the College has consulted with the Teacher and provided the Teacher with at least three (3) months notice.

### 33.4 Definitions

33.4.1 For the purpose of clause 32.1:

- a. a **'week'** means:
  - i. in the case of full time or part-time staff, 5 days; or
  - ii. in the case of casual staff, the average weekly number of hours worked over the previous twelve (12) months prior to commencing long service leave (provided that the payment does not fall below the Teacher's entitlement under State long service leave legislation).
- b. **'average weekly number of hours'** means: the amount calculated by dividing the actual number of hours worked by the Teacher over the twelve (12) month period immediately prior to commencing long service leave by fifty-two (52).
- c. The **'Teacher's ordinary rate of pay'** means:
  - i. in the case of an ongoing or fixed-term employee: the ordinary pay the Teacher receives for their ordinary hours worked in a normal week; or
  - ii. in the case of a Casual Relief Teacher, the hourly rate applicable immediately prior to the Teacher commencing long service leave.

## 34. Parental (Primary Carer's) Leave

### 34.1 Pre-natal leave

34.1.1 A Teacher who is pregnant or whose partner is pregnant is entitled to take up to 10 instances of paid pre-natal leave to attend pre-natal medical appointments of up to 3 hours per instance.

34.1.2 A Teacher may be required to provide reasonable evidence of their pregnancy or their partner's pregnancy.

### 34.2 Parental Leave Eligibility

34.2.1 Parental (primary carer's) leave is available to an employee who submits a statutory declaration stating that they are:

- a. to be the primary care giver for a new baby and specifying the expected date of delivery;
- b. an approved applicant for the adoption of a child and are to be the primary carer; or
- c. to be the primary carer for a child as a result of a permanent care order where the child has not already spent six months in the employee's care before start of that order.

### 34.3 Parental leave (primary carer's leave) notice

34.3.1 The Teacher will provide written notice of their intention to take parental (primary carer's) leave:

- a. at least ten (10) weeks before starting the leave; or
- b. if that is not practicable, as soon as practicable (which may be a time after the leave has started).

34.3.2 The notice must specify the intended start and end dates of the leave.

#### 34.4 Parental leave (primary carer's leave) entitlement

34.4.1 An Ongoing or Fixed-Term Teacher who has Continuous Service for twelve (12) months or more is entitled to leave on full pay for a continuous period of twenty (20) weeks paid leave to be taken any time:

- a. within the period commencing six (6) weeks prior to the expected date of delivery of a new baby and concluding no later than 52 weeks after the delivery of the new baby; or
- b. from the date of placement of an adopted child and concluding no later than 52 weeks after the date of placement, as applicable.

34.4.2 An Ongoing or Fixed-Term Teacher who has not yet been employed for a continuous period of twelve (12) months is entitled to leave on full pay for a continuous period at the rate of 1.66 weeks for each completed month of service to be taken any time:

- a. within the period commencing six (6) weeks prior to the expected date of delivery of a new baby and concluding no later than 52 weeks after the delivery of the new baby; or
- b. from the date of placement of an adopted child and concluding no later than 52 weeks after the date of placement, as applicable.

34.4.3 A Teacher may take this entitlement to paid parental (primary carer's) leave on half pay in order to take double the period of leave (provided that leave entitlements will accrue at half rate when leave is taken at half pay).

34.4.4 In addition to applicable paid parental (primary carer's) leave, eligible Teachers, including a Casual Relief Teacher, are entitled to leave without pay in accordance with the NES .

34.4.5 A Teacher will be entitled to access up to two (2) days of annual leave to attend any interviews or examinations related to the Teacher's adoption of a child. Where an employee does not have sufficient annual leave they will be entitled to access up to two (2) days of unpaid leave for this purpose.

34.4.6 A Teacher on parental (primary carer's) leave:

- a. may use accrued annual leave and long service leave to cover any of the period of leave without pay;
- b. who contracts an illness resulting from pregnancy or childbirth which extends beyond the period of paid parental (primary carer's) leave and provides a medical certificate or statutory declaration satisfactory to the College, will be entitled to access accrued personal leave for the period of that illness;

- c. whose child contracts or is born with an illness which extends beyond the period of paid parental (primary carer's) leave will, upon providing a medical certificate or statutory declaration satisfactory to the College, be entitled to access accrued personal (carer's) leave for the period of the child's illness.

34.4.7 Normal incremental advancement within salary classifications will continue during parental (primary carer's) leave.

34.4.8 Where a Teacher has varied their time fraction during the twelve (12) months immediately prior to commencing parental (primary carer's) leave, any entitlement to paid leave will be based on the average time fraction worked during the preceding twelve (12) month period.

34.4.9 A Teacher on a fixed-term contract whose contract expires during a period of paid parental (primary carer's) leave will not be eligible for further parental (primary carer's) leave after the date of expiry of the contract unless they are re-employed for a further fixed term, under a successive contract with no break in service.

34.4.10A Casual Relief Teacher who has worked continuously for a period of twelve (12) months or more at the time of leave commencing and who has a combination of fixed-term or ongoing employment during the twelve (12) months immediately prior to commencing leave, will be entitled to all leave specified in clauses 34.1 and 34.4, except that the Teacher will be entitled to paid leave based on the component of fixed-term/ongoing service and unpaid leave based on the Casual component of service.

34.4.11 Any entitlement accessed under clause 35 (Partner Leave) will be deducted from a Teacher's total paid entitlement under this clause.

#### **34.5 Transfer to a safe job**

34.5.1 In circumstances where a Teacher is pregnant and has a certificate from a medical practitioner stating that they are fit for work but that it is inadvisable for them to continue in her present position because of illness, or the risks arising out of her pregnancy, the College must transfer the Teacher to an appropriate safe job or provide the Teacher with paid leave for the risk period.

#### **34.6 Extending parental (primary carer's) leave**

34.6.1 A Teacher will be entitled to extend the period of parental (primary carer's) leave provided that the total period of leave does not extend beyond 24 months after the birth or adoption of the child.

34.6.2 A Teacher must request the extension in writing at least eight (8) weeks before the end of the initial period of parental (primary carer's) leave.

34.6.3 The College will respond in writing within twenty-one (21) days stating whether they grant or refuse the request. The College may refuse the request on reasonable business grounds and will include the reasons for the refusal in the written response.

#### **34.7 Consultation with a teacher on parental (primary carer's) leave**

34.7.1 Where the College makes a decision that will have a significant effect on the status, pay or location of the Teacher's pre-Primary Carer's leave position, the College will take all

reasonable steps to give the Teacher information about, and an opportunity to discuss, the effect of the decision on that position.

### **34.8 Return from parental (primary carer's) leave**

- 34.8.1 A Teacher will confirm their intention to return to work by providing written notice of not less than four (4) weeks prior to the end of their period of parental (primary carer's) leave.
- 34.8.2 A request to reduce the period of leave originally specified in clause 34.3.2 will be subject to approval by the College.
- 34.8.3 When an employee returns from parental leave, they will be entitled to resume work in the position they held before taking the parental leave.
- 34.8.4 If, when the employee returns from parental leave, the Teacher's previous position no longer exists, the Teacher will be managed in accordance with the Redeployment and Redundancy provisions of this Agreement. In the case of fixed term Teachers, this entitlement to resume work applies only whilst their current contract term remains operative.
- 34.8.5 In the case of a Casual Relief Teacher, clause 34.3.2 will be subject to there being a business need for the pre-existing Casual position, at the time the Teacher proposes to return to work.
- 34.8.6 A Teacher who is the primary care giver of a child may, no less than six (6) weeks prior to returning from parental (primary carer's) leave, apply to their Manager to return on a reduced fraction of employment basis, for an agreed period of time, following which the Teacher will be entitled to return to the substantive fraction of employment.
- 34.8.7 Where a Teacher makes application to return to work part-time, the Teacher's Director will approve the application, subject to operational requirements, particularly in relation to teaching obligations and maintenance of service delivery. Where the Director declines the Teacher's request, they will provide reasons to support that decision.

### **34.9 Pregnancy complications**

- 34.9.1 A Teacher whose pregnancy, having proceeded for a period of twenty (20) weeks or more, suffers a miscarriage or results in a still-born child, will be entitled to:
- a. paid leave as per clause 34.4.1 or 34.4.2 (as applicable); or
  - b. where the Teacher has commenced leave, the period of paid leave remaining;
  - c. leave without pay as will bring the continuous leave to a total period not exceeding six (6) calendar months, or a longer period as may be certified by a medical practitioner up to a maximum of twelve (12) months.
- 34.9.2 A Teacher whose pregnancy, having proceeded for twelve (12) weeks but less than twenty (20) weeks, suffers a miscarriage or results in a still-born child will be entitled to leave without pay as may be certified by a medical practitioner up to a maximum of twelve (12) months

## **35. Partner leave**

- 35.1 This clause applies to a Teacher who submits a statutory declaration that they are the Partner of a person who is pregnant or who has accepted responsibility for the primary care of a child for which the Teacher is not the primary care giver.
- 35.2 The Teacher will be entitled to leave on full pay for up to ten (10) working days (pro rata for Teachers with less than 12 months service), taken in a single period, to assist the birth mother or the primary care giver. This leave will be taken within the period commencing one week prior to the expected date of the birth and concluding six (6) weeks after the birth or, in the case of adoption of a child, within six (6) weeks from the date of placement.
- 35.3 At least ten (10) weeks prior to each proposed period of leave, the Teacher will give the College written notice stating the dates on which they propose to start and finish the period or periods of leave and produce the required satisfactory supporting information. The Teacher will not be in breach of this requirement if emergency circumstances arise and make this impractical.
- 35.4 The period of partner leave taken may, with the consent of the College, be shortened by the Teacher giving at least fourteen (14) days written notice.
- 35.5 Provided the total of any leave, including leave taken under this clause, does not exceed fifty (50) weeks, a Teacher may, in lieu of or in conjunction with partner leave, take any accrued annual leave or long service leave or leave without pay.
- 35.6 Paid personal leave or other paid authorised absences (excluding annual leave or long service leave) will not be available to a Teacher during their absence on partner leave.
- 35.7 Normal incremental advancement within salary classifications will continue during partner leave.
- 35.8 A Casual Relief Teacher who has been employed for a period of twelve (12) months or more and has been working regularly during that period, will be entitled to all leave specified in clause 35.2, except that the leave will be without pay.

## **36. Family Violence Leave**

- 36.1 The College understands that Teachers can experience situations of violence or abuse in their personal life that may affect their attendance or performance at work, as well as their personal wellbeing and that of their dependents.
- 36.2 A Teacher experiencing Family Violence will be able to access a broad range of support, including:
- 36.2.1 access to up to twenty (20) paid days of family violence leave per year;
  - 36.2.2 access to accrued personal, annual and long service leave;
  - 36.2.3 flexible working arrangements, including changes to working times consistent with the needs of the workplace;
  - 36.2.4 changing work location, work telephone number or email address;
  - 36.2.5 temporary loan of a work-provided mobile phone;

- 36.2.6 financial assistance by providing the Teacher an immediate advance on their next classification increment and/or salary increase as provided for in this Agreement, which is then paid as a lump sum;
- 36.2.7 reimbursement for emergency accommodation and associated expenses up to the value of \$1,500;
- 36.2.8 access to the College's Employee Assistance Service, for themselves and affected dependents.
- 36.3 Where a Teacher requests support, they should submit their request to the Executive Director, People and Culture or where applicable, the College's designated Family Violence contact officer .
- 36.4 For the purposes of approving a request for support, the Executive Director, People and Culture may require the provision of appropriate documentary evidence as to the occurrence or threat of Family Violence. This may include a document issued by police, a court, a medical practitioner, a district or maternal and child health care nurse, a Family Violence support service, lawyer or other reasonable evidence.
- 36.5 All applications, conversations and information will be maintained in a confidential manner by the College.

## **37. Qualification Conferral Leave**

- 37.1 A Teacher will be granted paid leave up to one (1) day for the purpose of having a diploma/degree or other post-graduate qualification conferred in an approved relevant course of study.

## **38. Compassionate leave**

- 38.1 Leave at the ordinary rate of pay for up to three (3) working days will be granted to a Teacher on each occasion where:
  - 38.1.1 the Teacher or a member of the Teacher's Immediate Family or household:
    - a. contracts or develops a life threatening personal illness;
    - b. sustains a life threatening personal injury; or
  - 38.1.2 a child of the Teacher, or Teacher's Partner, is still-born.
- 38.2 A Teacher must give their Manager notice as soon as practicable (which may be after a time the leave has already started) and must advise the Manager of the period or expected period of the leave.
- 38.3 Where required by the College, a Teacher must give the College evidence that would satisfy a reasonable person that the leave is being taken for a reason outlined in clause 38.1.
- 38.4 Where the period of leave granted as per clause 38.1 is inadequate due to special circumstances, such as the necessity of the Teacher undertaking extensive travel, the Teacher may apply for special leave under clause 49.
- 38.5 A Casual Relief Teacher will be entitled to all leave specified in this clause subject to the same conditions for granting the leave, except that the leave will be without pay.

## **39. Bereavement leave**

- 39.1 Leave at the ordinary rate of pay will be granted to a Teacher as follows:
- 39.1.1 up to a maximum of five (5) days paid leave upon the death of a member of their Immediate Family or household;
  - 39.1.2 up to a maximum of one (1) day paid leave upon the death of a close relative not forming part of the Immediate Family or household. A close relative includes an aunt, uncle, cousin, niece, or nephew of the Teacher or of the Spouse of the Teacher;
  - 39.1.3 up to four (4) hours paid leave upon the death of a distant relative, friend or work colleague.
- 39.2 For the purposes of clause 39.1, a Teacher must give their Manager notice of the taking of leave under this clause as soon as practicable (which may be after a time the leave has already started) and must advise the Manager of the period or expected period of the leave.
- 39.3 Where the period of leave granted under this clause is inadequate due to special circumstances, such as a delayed funeral or the necessity of the Teacher undertaking extensive travel, the Teacher may apply for special leave under clause 49.
- 39.4 A Casual Relief Teacher will be entitled to all leave specified in this clause, subject to the same conditions for granting the leave, except that the leave will be without pay.

## **40. Ceremonial & Religious Leave**

### **40.1 Ceremonial leave**

- 40.1.1 Teachers who identify as members of the Aboriginal or Torres Strait Islander community will be entitled to up to a maximum of five (5) days paid leave and ten days leave without pay per calendar year for the purpose of preparing for, or attending to relevant cultural duties and events and/or fulfilling ceremonial obligations. Examples of activities for which ceremonial leave may be granted include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies.
- 40.1.2 Under normal circumstances, the Teacher must provide at least two weeks' notice in writing (usually by providing an application for leave form) of the Teacher's intention to take Ceremonial leave.
- 40.1.3 A Teacher may elect to use annual leave in lieu of any unpaid leave granted in accordance with this clause.

### **40.2 Religious Purposes Leave**

- 40.2.1 A Teacher will be entitled to up to one (1) days paid leave and three (3) days leave without pay per calendar year for the purpose of observance of nominated religious occasions as set out in the Multi Faith Calendar published annually by the Faith Communities Council of Victoria, provided that appropriate notice is given.
- 40.2.2 Where a religious holiday is not included in the Multi Faith Calendar, an employee may apply to the Executive Director, People & Culture requesting that the religious holiday be recognised by Monash College for the purpose of religious purposes leave.

## **41. Gender Affirmation Leave**

- 41.1 The College will provide paid leave for purposes related to the affirmation of an employee's gender up to an aggregate of 30 days during their employment with the College where they have completed 12 months of continuous service. Where the employee has yet to complete 12 months of continuous service, their maximum aggregate leave entitlement will be equivalent to 2.5 days leave for each completed month of continuous service until they have reached 12 months of continuous service.
- 41.2 A part-time employee will be entitled to paid gender affirmation leave on a pro-rata basis.
- 41.3 Purposes related to the affirmation of an employee's gender may include, but are not limited to, attending to any related legal matters, medical, counselling or psychological and document amendment appointments.
- 41.4 Where the staff member applied for leave in accordance with this clause, the College may require the provision of satisfactory evidence that the leave is related to the affirmation of the staff member's gender. Such evidence may include but is not limited to a medical certificate or equivalent from a treating practitioner, a letter from a legal practitioner, or a statutory declaration.
- 41.5 For the avoidance of doubt, this leave is provided in addition to any other leave that may be available to the staff member.

## **42. Jury service**

- 42.1 A Teacher who is required to attend a court for the purpose of jury service will be entitled to leave on full pay for the duration of the attendance.
- 42.2 Where a Teacher who is on long service leave or annual leave is required to attend a court for the purpose of jury service, the leave will be converted to jury service leave.
- 42.3 The College will not deduct any fees paid to the Teacher for undertaking the jury service from the Teacher's salary.

## **43. Defence Forces Reserve & Repatriation Leave**

### **43.1 Defence Forces Reserve Leave**

- 43.1.1 A Teacher who is a member of the Defence Forces Reserve (DFR) will be entitled to
- a. Leave on full pay for the purpose of attending an annual training camp. This leave will be for a maximum of eighteen (18) calendar days.
  - b. Leave with pay for a period not exceeding fourteen (14) calendar days per calendar year to attend up to two (2) schools, classes or courses of instruction conducted by or on behalf of the Defence Forces Reserve. The amount paid to the Teacher will be the amount the Teacher would have received had the Teacher remained on duty, less any pay and allowances received by the Teacher for attending the DFR program.

### **43.2 Repatriation (war service) leave**

- 43.2.1 A Teacher will be entitled to special repatriation leave for illness due to disabilities certified by the Department of Veterans' Affairs as having directly resulted from war service.

43.2.2 Repatriation leave will be granted at the ordinary rate of pay up to fifteen (15) days during each year of service and will not be deducted from the Teacher's Personal Leave balance.

43.2.3 Repatriation leave will accumulate if not taken up to a maximum of 100 days of leave.

## **44. Firefighting and Emergency assistance leave**

44.1 A Teacher who is a member of a voluntary organisation called upon by the government or an authority under the State Disaster Plan to assist in firefighting or other forms of emergency assistance, will be entitled to leave on full pay for the period the Teacher participates in operations, provided that the services of the Teacher are actually required by the voluntary organisation or other recognised authority.

44.2 A Teacher who responds to an appeal for volunteers to meet a declared bushfire or other emergency will be entitled to leave on full pay for the duration of operations.

44.3 A Teacher granted leave in accordance with this clause will be entitled to a further one (1) day's leave on the completion of the service for the purpose of recovering from the participation.

## **45. Court appearance leave**

45.1 An Ongoing or fixed term Teacher who is subpoenaed to appear in court as a crown witness or who is subpoenaed to give evidence on matters directly related to their employment (which includes a Teacher who is a witness in proceedings of a Tribunal or Commission) will be entitled to leave on full pay for the period of the court appearance, including reasonable travel time.

45.2 A Teacher who is required to appear in court in a capacity other than as specified in clause 45.1 will be entitled to leave without pay for the period of the appearance.

45.3 A Teacher engaged on a Casual Relief Teacher basis will be entitled to payment when subpoenaed to give evidence on matters directly related to their employment with the College (which includes a Teacher who is a witness in proceedings of a Tribunal or Commission). Where the Teacher is rostered to work they will receive paid leave. If the Teacher is not rostered to work they will be paid by the hour.

## **46. Blood donor leave**

46.1 With prior agreement from their Manager, a Teacher is entitled to paid leave to:

46.1.1 attend the Blood Bank nearest to the Teacher's designated work location; or

46.1.2 attend special calls by the Blood Bank, provided that a letter calling on the Teacher to attend the Blood Bank and a certificate of attendance from the Blood Bank is provided.

46.2 The maximum period of paid leave is one (1) hour for each attendance, unless otherwise agreed.

## **47. Volunteering Leave**

47.1 All Ongoing and Fixed-term Teachers will be entitled to one (1) day of volunteering leave per year to volunteer with a community organisation approved by the College.

- 47.2 Access to volunteering leave for teaching staff will be granted during non-teaching time.
- 47.3 Volunteering leave will not accrue from year to year.

## **48. Purchased Leave**

- 48.1 Teacher may elect to purchase additional leave during non-teaching time or for an entire semester of teaching time (the absence for an entire semester may include the use of other leave, for example long service leave).
- 48.2 There is no qualifying period required for Teachers to gain access to Purchase Leave.
- 48.3 All applications for Purchase Leave shall be subject to approval by the Director who will consider the Teacher's request and the College's operational requirements.
- 48.4 Teachers may nominate the times of taking purchased leave in consultation with their manager. Purchased leave can be taken as one day or multiple days leave.
- 48.5 The leave will usually be purchased for a twelve (12) month period and Teachers are expected to stay on the scheme for agreed period.
- 48.6 Teachers will have an amount equating to the number of weeks of purchased leave deducted from their ordinary annual salary spread evenly over each fortnight for a period of twenty-six (26) fortnightly pays or as otherwise agreed. The deduction will result in a reduction in the employee's taxable income and the amount of tax paid each month.
- 48.7 No annual leave loading entitlements are payable on purchased leave.
- 48.8 Where a Teacher leaves their employment during the twelve (12) month period the teacher is entitled to pro rata purchased leave on the basis of their service in that twelve (12) months. Where the Teacher is in credit on a pro rata basis the purchased leave balance will be paid to the teacher. Where a teacher is in debit the College may withhold the equivalent amount of salary of the debit from the Teacher's final salary payments.

## **49. Special Leave**

### **49.1 Special Leave with Pay**

- 49.1.1 The College may, at its discretion, grant special leave with pay.

### **49.2 Special Leave Without Pay**

- 49.2.1 A Teacher may apply to the College for leave without pay in order to undertake a variety of activities that would necessitate a lengthy absence from their employment and would otherwise require them to end their employment, for example:
  - a. Career break leave to enhance their professional and personal development;
  - b. Leave to stand for election for political office at State or Federal level (this does not in any way obligate the College to approve any additional leave without pay should the Teacher be elected to political office);
  - c. Leave to travel domestically or overseas;

d. Leave for any other purpose which the College agrees to.

49.2.2 Applications for special leave without pay under this clause are at the discretion of the Director.

## **PART 5 YOUR WORKPLACE SAFETY**

### **50. Medical examination**

50.1 As the College has a responsibility for the occupational health and safety for all its Employees, the College may require an Employee to undergo a medical examination if the College believes that an Employee's ability to perform their duties is impacted by a medical condition.

Subject to reasonable notice, the College may require a Teacher to undergo a medical examination undertaken by a medical practitioner or specialist chosen by mutual agreement, which will not be unreasonably withheld. Where practical, the College will seek the advice of the Teacher's treating practitioner in the first instance.

50.2 A copy of the medical practitioner's report shall go to the Director, with a copy of the report to go to the Teacher and/or a medical practitioner nominated by the Teacher.

50.3 The College will pay for the cost of the medical examination, but not for any related or subsequent examinations or treatment.

50.4 Teachers of Chemistry or Biology will be entitled to request one medical examination per year with a qualified medical practitioner of the employee's choice. The College will pay for the cost of this examination, excluding any related or subsequent examinations or treatment. The College will not be provided with a copy of the medical practitioner's report under this clause.

### **51. Occupational welfare**

51.1 Where, in the opinion of the College, and on the advice of a health professional, or in the opinion of the Teacher:

51.1.1 stress, including personal or relationship problems;

51.1.2 health concerns; and/or

51.1.3 alcohol and/or drug dependency and/or compulsive gambling

is adversely affecting the Teacher's work performance or may adversely affect the health, safety or welfare of the Teacher or other people in the College community (including students), the Teacher may make application to, or the Director may direct that the Teacher take leave (with or without pay) to undertake an approved rehabilitation or counselling program.

51.2 A Teacher directed by the College to make application to take leave with pay or without pay to undertake an approved rehabilitation or counselling program may seek a review by the Chief Executive Officer. Any such review is to be undertaken within two (2) working days of the Teacher's request for review, after which the requirement will either be confirmed or withdrawn by the Chief Executive Officer.

- 51.3 In determining whether leave is to be taken, the College may take into account the amount of accrued leave available to the Teacher.
- 51.4 Where leave has been granted, and while the Teacher is undertaking the approved rehabilitation or counselling program, the College will not seek recourse to the misconduct or unsatisfactory performance provisions of this Agreement.

## **PART 6 CONSULTATION & WORKPLACE CHANGE**

### **52. Workload management**

#### **52.1 Ensuring reasonable workloads**

- 52.1.1 Teachers may be required to carry out reasonable additional workload to fulfil their professional teaching obligations, beyond a 38 hour week during Semester weeks.
- 52.1.2 The College will use its best endeavours to distribute workloads fairly and ensure no Teacher's workload is unreasonable or excessive.
- 52.1.3 The College will consider a teacher's workload when making decisions about:
- a. Developing curriculum (including the type and nature of assessments);
  - b. The number of assessments for a Teacher to mark;
  - c. The allocation of classes; and
  - d. Meetings, professional development and workplace changes

#### **52.2 Principles for resolving workload concerns**

- 52.2.1 It is expected that in most situations the Teacher will discuss the workload issue with their manager directly in the first instance. Once the matter is referred to the Director (either under clause 52.3.3 for individual workload concerns or clause 52.4.3 for group workload concerns), the Teacher will be entitled to be accompanied by a Representative.
- 52.2.2 The timelines in this clause are a guide and urgent matters and workload affecting a Teacher's health will be dealt with as a matter of priority.
- 52.2.3 A Teacher or group of Teachers may request that urgent concerns about significant workload issues are dealt with directly by the relevant Director.

#### **52.3 Resolving individual workload concerns**

- 52.3.1 Where a Teacher has concerns about their workload they should raise the issue with their immediate manager in the first instance.
- 52.3.2 The manager will investigate and work with the Teacher to identify any steps that can be taken at the manager's level to ensure the workload is reasonable. Examples of how a manager may address an individual's workload concerns include:
- a. Amending deadlines;
  - b. Amending the type of work (for example the type of assessment, where possible); or

- c. Redistributing work to others.
- d. Making recommendations to the relevant Director about ways in which the issue could be resolved.

52.3.3 Where the manager and Teacher are unable to resolve the workload issues, either the manager or the Teacher can refer the matter to the relevant Director. From this point onwards, the Teacher will be entitled to a Representative when discussing their individual workload concern with the College.

52.3.4 The Director will investigate and consider the workload issues raised and provide the Teacher their decision about ways to resolve the workload issues in writing – usually within 5 work days.

52.3.5 If the matter is not satisfactorily resolved it may be dealt with under clause 57 (Prevention and Resolution of Disputes) provided that the Fair Work Commission's arbitration powers in relation to this clause will be limited to consideration of the application of this clause (clause 52).

#### **52.4 Resolving workload concerns for a group of Teachers**

52.4.1 Where a group of Teachers in the same discipline have a concern about their workload they should raise the issue with the relevant manager in the first instance.

52.4.2 The manager will work with the Teachers to identify any steps that can be taken at the manager's level to ensure the workload is reasonable. Examples of how a manager may address the workload concerns for a group of Teachers include:

- a. Amending individual or team deadlines;
- b. Changing the way work is undertaken (for example, amending formats of moderation),
- c. Sourcing administrative assistance,
- d. Rescheduling other work (for example, meetings or administrative work); or
- e. Redistributing work within the team or to other teams.
- f. Making recommendations to the Head of Studies about ways in which the issue could be resolved.

52.4.3 Where the manager and the Teachers are unable to resolve the workload issues, either the manager or the Teachers can refer the matter to the relevant Director or equivalent. From this point onwards, Teachers will be entitled to a representative when discussing the workload concerns of the group with the College.

52.4.4 The Director will investigate and consider the workload issues raised and provide the Teachers their decision about ways to resolve the workload issues in writing. This will usually occur within five (5) work days. Examples of how a group Teachers workload could be reduced include:

- a. Amending individual or team deadlines;
- b. Engaging additional staff to assist with addressing the workload issues;

- c. Changing the way work is undertaken (for example, amending formats of moderation);
- d. Redistributing work within the team or to other teams;
- e. Rescheduling or reducing a Teacher's commitments or other work (for example, assessment requirements, co-curricular duties, meetings or administrative work);
- f. Re-allocating students where practical (taking into account the impact on timetabling, room availability and staffing availability).

52.4.6 If the matter is not satisfactorily resolved it may be dealt with under clause 57 (Prevention and Resolution of Disputes) provided that the Fair Work Commission's arbitration powers in relation to this clause will be limited to the application of this clause (clause 52).

### **53. Consultative Committee**

- 53.1 The Education Consultative Committee is a forum for College Teaching Staff across all programs, including Foundation year to:
- 53.1.1 consult on matters of concern to Foundation Year Teachers, and other teaching staff;
  - 53.1.2 discuss proposals for significant or substantial change affecting Teachers;
  - 53.1.3 drive and foster collaboration within the Education department and create cohesion and commonality as one Education branch;
  - 53.1.4 monitor and review the implementation of this Agreement;
  - 53.1.5 where requested, provide feedback and/or recommendations about the development and implementation of, or amendment to, workplace policies or practices applicable to Teachers; and collectively work on proposals, submissions or responses to matters relating to teachers, such as workload; and
  - 53.1.6 provide information on the workforce composition in relation to 70% ongoing employment target at clause 7.3.2.
- 53.2 The College will consider the views of the consultative committee and will provide the Consultative Committee with reasons for its final decision on matters tabled at the consultative committee in a timely manner.
- 53.3 The Consultative Committee will include three (3) Foundation Year Teacher representatives with at least one of the Teacher representatives to be nominated by the Union.
- 53.4 A Union official or a person who has expert knowledge regarding a specific issue under consideration may be invited to attend a Consultative Committee meeting, subject to agreement between the parties.
- 53.5 The consultative committee will meet at least once during each semester, with either of the parties having the right to request additional meetings if required.
- 53.6 Each Employee Consultative Committee representative will be provided with two (2) work days Flexible Time Release per Semester to attend meetings and to consult within their cohort and prepare accordingly.

53.7 Flexible Time Release must be processed through me@mc in consultation with their manager, and will be paid as normal time. It will not accrue or be paid out on termination, and must be used before the end of the relevant semester.

## **54. Introduction of change**

54.1 After the College has made a definite decision to implement significant change it will consult with affected Teachers and the union as soon as practicable.

54.2 Significant change includes, but is not limited to:

54.2.1 changes in the composition, operation or size of the workforce, or the skills required including the circumstances detailed in clause 56 of the Agreement;

54.2.2 outsourcing of work currently performed in-house;

54.2.3 alteration of operating hours of any work unit;

54.2.4 the need for retraining, or transfer of Teachers to other work locations;

54.2.5 the effective operation of teacher work areas and provision of facilities for teachers; and

54.2.6 the restructuring of work units (including redeployment and redundancy).

54.3 Provided that where this Agreement makes provision elsewhere for changes referred to in this clause, those provisions shall apply to the exclusion of this clause.

54.4 The relevant employees may appoint a representative for the purposes of the procedures in this term and the College must recognise the representative.

54.5 To facilitate consultation, the College shall provide the affected Teachers and the union with a written "notice of change" advice about the changes. The written "notice of change" will include information about the nature of and rationale for the change, the expected effects of the changes on Teachers and any proposed measures to assist with transition, provided that the College shall not be required to disclose confidential information, the disclosure of which would be contrary to the College's interests.

54.6 The College will allow reasonable time for consultation and will give consideration to matters raised by the Teachers or the union with the view of taking appropriate steps to mitigate against any adverse impact associated with the change.

54.7 The parties will make every effort to ensure that issues raised in consultation pursuant to this clause are dealt with as expeditiously as possible.

54.8 Where the College proposes to change Teachers' rosters or ordinary hours of work, the College must consult with the Teachers affected and their Representatives, if any, about the proposed change.

54.9 In relation to changes to rosters or ordinary hours of work (clause 54.8) the College must:

54.9.1 provide to the Teachers affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Teachers' regular roster or ordinary hours of work and when that change is proposed to commence);

54.9.2 invite the Teachers affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

54.9.3 give consideration to any views about the impact of the proposed change that are given by the Teachers concerned and/or their representatives.

54.10 The requirement to consult under this clause does not apply where a normal change to subject timetables within the span of hours occurs, or the change relates to an individual employee's work arrangements.

## **55. Workplace delegates rights**

**55.1** This clause 55 provides for the exercise of the rights of workplace delegates as set out in section 350C of the Act.

**55.2** Before exercising entitlements under this clause 55, a workplace delegate must give the College written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the College with evidence that would satisfy a reasonable person of their appointment or election.

**55.3** An employee who ceases to be a workplace delegate must give written notice to the College within 14 days.

**55.4** For the purpose of this clause, Eligible Teachers means Teachers who are members or who are eligible to be members of the employee organisation to which the workplace delegate was appointed or elected (i.e. the IEU).

### **55.5 Right of representation**

55.5.1 A workplace delegate may represent the industrial interests of Eligible Teachers who wish to be represented by the workplace delegate in matters including:

- a. consultation about major workplace change;
- b. consultation about changes to rosters or hours of work;
- c. resolution of disputes;
- d. disciplinary processes;
- e. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the IEU with enterprise bargaining; and
- f. any process or procedure within an award, enterprise agreement or policy of the employer under which Eligible Teachers are entitled to be represented and which concerns their industrial interests.

### **55.6 Entitlement to reasonable communication**

55.6.1 A workplace delegate may communicate with Eligible Teachers for the purpose of representing their industrial interests under clause 55.8. This includes discussing membership of the IEU with Eligible Teachers.

55.6.2 A workplace delegate may communicate with Eligible Teachers during working hours or work breaks, or before or after work.

## **55.7 Entitlement to reasonable access to the workplace and workplace facilities**

55.7.1 The College will provide a workplace delegate with access the following workplace facilities:

- a. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and Eligible Teachers;
- b. a physical or electronic noticeboard;
- c. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- d. a lockable filing cabinet or other secure document storage area; and
- e. office facilities and equipment including printers, scanners and photocopiers,

except that the College will not be required to provide access to the above if the College ceases to have the facility, or if due to operational requirements it is impractical to do so.

## **55.8 Entitlement to reasonable access to training**

55.8.1 The College will provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of Eligible Teachers, subject to the following conditions:

- a. In each year commencing 1 July, the College is not required to provide access to paid time for training to more than one workplace delegate per 50 Eligible Teachers.
- b. The number of Eligible Teachers will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - c. full-time or part-time employees; or
  - d. regular Casual Relief Teachers.
- e. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- f. The workplace delegate must give the College not less than 5 weeks' notice (unless a shorter period of notice is mutually agreed) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- g. If requested by the College, the workplace delegate must provide the College with an outline of the training content.
- h. The College must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's

access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

- i. The workplace delegate must, within 7 days after the day on which the training ends, provide the College with evidence that would satisfy a reasonable person of their attendance at the training.

## **55.9 Exercise of entitlements under clause 55**

55.9.1 A workplace delegate's entitlements under clause 55 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- a. comply with their duties and obligations as an employee;
- b. comply with the reasonable policies and procedures of the College, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- c. not hinder, obstruct or prevent the normal performance of work; and
- d. not hinder, obstruct or prevent Eligible Teachers exercising their rights to freedom of association.

55.9.2 Clause 55.7 does not require the College to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Teachers.

55.9.3 Clause 55.5 does not require an Eligible Teacher to be represented by a workplace delegate without the employee's agreement.

## **56. Reduction in teaching load and redundancy**

### **56.1 Consultation regarding process for managing reduction in teaching load**

56.1.1 Where, due to fluctuating enrolments or any other reasonable cause determined by the Employer from time to time in the normal course of operating its business, the College has decided that teaching loads need to be reduced the College will consult with affected employees and their representatives in accordance with clause 54 (Introduction of Change) and with the Consultative Committee in accordance with clause 53 (Consultative Committee).

56.1.2 In addition, the College will provide Teachers likely to be affected and their Union with relevant information including the reasons for the proposed reductions and will consult with them about the process for managing the reduction in teaching load including:

- a. the steps to be taken to avoid or minimise the reductions and measures to mitigate;
- b. any adverse effects on the Teachers concerned;
- c. the number and category of workers to be affected; and
- d. the period over which the reductions are intended to be carried out.

56.1.3 In conjunction with or as an alternative to reducing teaching loads, a Teacher and the Employer may agree to the Teacher taking a specified period of leave without pay.

## **56.2 Redeployment**

- 56.2.1 In the first instance, the Director will attempt to avoid the reduction in the number of Teachers by redeployment to other subjects in which they are trained or/and competent to teach.
- 56.2.2 In the event that Teachers are redirected to other subjects in which they may reasonably claim limited competence the College will put in place support to assist them. This may include mentoring, further training or study or other such support, including a time allowance, as may reasonably be agreed to by the Director as suitable. Any training or support will usually be limited to three calendar months.
- 56.2.3 A Teacher cannot refuse to perform such duties, reasonably requested by the Director, that are within the limits of the Teacher's skill, competence and/or training. Further, redeployment to other parts of the College may be considered with the agreement of the impacted Teacher.

## **56.3 Voluntary Redundancy**

- 56.3.1 If reductions in teaching loads are necessary, after other options have been exhausted, these will be achieved with as much notice as possible being provided by the College (having regard to either known or reasonably predicted circumstances).
- 56.3.2 Redundancy occurs where the College has made a definite decision that the Employer no longer wishes the job the Teacher has been doing done by anyone and that decision will lead to the termination of employment.
- 56.3.3 In the first instance, the Director will call for volunteers from Teachers employed in the relevant subject specific area affected, in an attempt to alleviate the declared redundancy. The Director will set a reasonable timeframe (but not exceeding two calendar weeks) to allow relevant Teachers to volunteer for redundancy.
- 56.3.4 The College will consult with affected Teachers and the Union about the criteria for determining whether or not to accept a volunteer's expression of interest. The College will provide affected Teachers and the Union with the finalised criteria before calling for expressions of interest.
- 56.3.5 The Director will decide whether or not to accept a volunteer's expression of interest based on the criteria referred to in clause 56.3.4.

## **56.4 Compulsory redundancy**

- 56.4.1 In the event that the redundancy situation has not been addressed by voluntary redundancy, the Director will identify positions that are redundant and individual Teachers who are to be retrenched.
- 56.4.2 The criteria the Director has used to make this decision will be made known to the affected Teacher(s) and provided to other Teachers on request.
- 56.4.3 Employees engaged on or before the Operative Date will not have their position declared redundant solely or predominantly because they refuse a request to work outside the spread of hours defined in clause 10.

## **56.5 Notice and Severance Pay**

56.5.1 The Director will give a Teacher who has been made redundant (either voluntarily or compulsory) the notice outlined in clause 60 (Termination of employment).

56.5.2 A Teacher who is made redundant under this clause will be paid severance pay according to the following scale:

<b>Period of continuous service (as defined)</b>	<b>Severance Pay</b>
less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	7 weeks' pay
3 years but less than 4 years	10 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 7 years	14 weeks' pay
7 years but less than 10 years	16 weeks' pay
10 years but less than 15 years	18 weeks' pay
15 years or more	20 weeks' pay

56.5.3 A Teacher over the age of forty-five (45) years at the commencement of the year in which the redundancy applies will receive an additional 25% of the amount of their severance pay entitlement in sub-clause 56.5.2.

56.5.4 The severance pay for part time staff will be based on the average time fraction worked during their period of teaching at Foundation Year.

56.5.5 The severance pay entitlement of a Teacher, subject to normal PAYG provisions applying at the time, will be paid as a lump sum on the last day of employment, along with any other accrued entitlements of the Teacher.

56.5.6 The College will provide the Teacher with a written statement or pay advice slip detailing how the monetary entitlement on termination is calculated.

56.5.7 This clause shall not apply:

56.5.7.A where employment is terminated as a consequence of conduct that justifies summary dismissal;

56.5.7.B to Teachers engaged on a fixed-term basis whose contracts are not renewed; or

56.5.7.C to Teachers engaged as casual relief Teachers.

## **57. Prevention and resolution of disputes procedures**

57.1 This clause sets out the procedures to deal with a dispute relating to:

57.1.1 a matter arising under the Agreement; or

57.1.2 the NES.

- 57.2 A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 57.3 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.
- 57.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 57.5 FWC may deal with the dispute in two (2) stages:
- 57.5.1 FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation, and
- 57.5.2 If FWC is unable to resolve the dispute at the first stage, FWC may then:
- a. arbitrate the dispute and
  - b. make a determination that is binding on the parties.
- 57.6 If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 57.7 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- 57.8 While the parties are trying to resolve the dispute using the procedures in this term:
- 57.8.1 a Teacher must continue to perform work as they would normally unless there is a reasonable concern about an imminent risk to his or her health or safety, and
- 57.8.2 a Teacher must comply with a direction given by the College to perform other available work at the same workplace, or at another workplace, unless:
- 57.8.2.A the work is not appropriate for the employee to perform, or
  - 57.8.2.B there are other reasonable grounds for the employee to refuse to comply with the direction.
- 57.9 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

## **PART 7 UNSATISFACTORY PERFORMANCE, MISCONDUCT AND TERMINATION OF EMPLOYMENT**

### **58. Unsatisfactory performance**

- 58.1 This clause does not apply to probationary Teachers or to casual relief Teachers.
- 58.2 If the College is not satisfied with the performance of a Teacher, an unsatisfactory performance process may commence with the College advising the Teacher in writing of:
- 58.2.1 the College's concerns with the Teacher's performance;

- 58.2.2 the time, date and place of the first unsatisfactory performance meeting;
  - 58.2.3 the Teacher's right to be accompanied by a representative of the Teacher's choice at all unsatisfactory performance meetings; and
  - 58.2.4 the College's right to terminate the employment should the unsatisfactory performance process not resolve the College's concerns within a reasonable period agreed to by both parties (and such agreement cannot be unreasonably withheld) at the first unsatisfactory performance meeting.
- 58.3 Unsatisfactory performance meetings will:
- 58.3.1 include discussion of the College's concerns with the Teacher's performance;
  - 58.3.2 give the Teacher an opportunity to respond to the College's concerns;
  - 58.3.3 give the Teacher a clear indication of the College's expectations;
  - 58.3.4 include discussion of any counselling or assistance, as appropriate, available to the Teacher;
  - 58.3.5 include documentation, where appropriate;
  - 58.3.6 set periods of review, as appropriate.
- 58.4 At the conclusion of the unsatisfactory performance process, the College will provide the Teacher with written notice of the outcome of the unsatisfactory performance process and if the College's decision is to terminate the employment of a Teacher, the College must give notice in accordance with clause 58 (Termination of employment) of this Agreement.

## **59. Misconduct**

- 59.1 This clause does not apply to probationary Teachers or Teachers engaged on a casual basis.
- 59.2 In the case of an allegation of serious misconduct whilst the matter is being investigated, the Director may suspend a Teacher for a defined period of time for behaviour considered to be of sufficient seriousness as to warrant summary action provided that:
- 59.2.1 the suspension is on full pay
  - 59.2.2 written notification of the suspension, including the grounds for suspension is provided to the Teacher within one (1) working day of the suspension
  - 59.2.3 the Teacher will not have access to their workplace, except with the knowledge and approval of the Director and only for the purpose of preparing any case under this clause.
- 59.3 Notwithstanding the provisions of this clause, the employment of any Teacher may be terminated without notice (summary dismissal) by the College for serious and wilful misconduct. In such circumstances, a statement of reasons for dismissal will be provided to the Teacher within twenty-four (24) hours of the dismissal taking effect.
- 59.4 Where termination of employment may take place for reasons related to inappropriate conduct, where appropriate, the College will investigate the alleged misconduct, provide the Teacher with an opportunity to respond to the allegations and take disciplinary action as necessary.
- 59.5 Where an allegation of misconduct is to be investigated, a Teacher shall be advised of their right to be accompanied by a representative of their choice at all meetings.

59.6 Disciplinary action may include any of the following:

59.6.1 a written warning or reprimand;

59.6.2 formal censure or counselling;

59.6.3 a requirement to attend training or coaching;

59.6.4 a requirement to engage in conflict resolution;

59.6.5 reassignment of duties including a position of responsibility;

59.6.6 end of position of responsibility;

59.6.7 reduction in salary including allowances such as positions of responsibility;

59.6.8 reduction in classification;

59.6.9 termination of employment.

### **59.7 Criminal charges pending**

59.7.1 Teachers are required to inform the Director immediately if a criminal charge, conviction or investigation has been brought against them that may affect duties and responsibilities as a Teacher e.g.: sex offence, or an offence against minors (minor offences e.g.: parking fines etc. are excluded).

## **60. Termination of employment**

60.1 By the College

60.1.1 Where the College terminates the employment of the Teacher for reasons of redundancy, unsatisfactory performance or misconduct, the College will provide the Teacher with the notice outlined in clause 60.1.2 except where:

- a. employment is terminated as a consequence of conduct that justifies summary dismissal;
- b. the Teacher is subject to a period of probation pursuant to clause 8 (Probation);
- c. the Teacher is employed on a fixed term contract which reaches its nominated end date;
- d. the Teacher is a casual relief Teacher; or
- e. the provisions of clause 56 (Reduction in Teaching Load and Retrenchment) apply.

60.1.2 Where the College terminates a Teacher's employment the College will provide a minimum of seven (7) weeks' notice during Attendance Days. The College may provide payment in lieu of all or part of the notice period.

60.2 By the Teacher

60.2.1 Where the Teacher ends their employment within the semester, the Teacher will provide seven (7) weeks' notice during Attendance Days in writing.

## **SIGNATORIES TO THE AGREEMENT**

**Signed for and on behalf of**  
**MONASH COLLEGE PTY LTD**

.....  
Signature

.....  
date

.....  
Name and Title (print)

**in the presence of:**

.....  
Signature

.....  
date

.....  
Name (print)

**Signed for and on behalf of the**  
**Independent Education Union Australia (Victoria/Tasmania)**

.....  
Signature

.....  
date

.....  
Name and Title (print)

**in the presence of:**

.....

Signature

.....

date

.....

Name (print).

# SCHEDULE 1

## TEACHER SALARIES

Teacher Level		FFPP following successful vote	Leave Loading	1-Jan-25	Leave Loading	1-Jul-25	Leave Loading	1-Jul-26	Leave Loading
Band A Teacher	A-1	\$84,011	\$1,115	\$85,692	\$1,137	\$87,405	\$1,160	\$90,902	\$1,207
	A-2	\$86,879	\$1,153	\$88,616	\$1,176	\$90,389	\$1,200	\$94,004	\$1,248
	A-3	\$91,017	\$1,208	\$92,837	\$1,233	\$94,694	\$1,257	\$98,482	\$1,308
Band B Teacher	B-1	\$95,151	\$1,264	\$97,054	\$1,289	\$98,995	\$1,315	\$102,955	\$1,367
	B-2	\$99,286	\$1,319	\$101,272	\$1,345	\$103,297	\$1,372	\$107,429	\$1,427
	B-3	\$103,420	\$1,373	\$105,488	\$1,400	\$107,598	\$1,428	\$111,902	\$1,485
	B-4	\$106,771	\$1,417	\$108,906	\$1,446	\$111,084	\$1,474	\$115,528	\$1,533
	B-5	\$110,124	\$1,462	\$112,327	\$1,491	\$114,573	\$1,521	\$119,156	\$1,582
Band C Teacher	C-1	\$111,941	\$1,486	\$114,180	\$1,516	\$116,464	\$1,546	\$121,122	\$1,608
	C-2	\$115,022	\$1,527	\$117,322	\$1,558	\$119,669	\$1,589	\$124,455	\$1,653
	C-3	\$121,717	\$1,617	\$124,151	\$1,649	\$126,634	\$1,682	\$131,699	\$1,749

### Foundation Year Teacher/ classification structure

The Foundation Year Teacher classification structure acknowledges the different phases of a Teacher's development and progression. Teachers make a significant difference to the lives and interests of students. An environment where the contribution that a Teacher makes to the education of students and the life of the college is recognised, program expectations are clearly stated, and professional development objectives and priorities are effectively identified, are essential in positively influencing Teachers' professional growth and development.

The primary focus of the classroom Teacher is on the planning, preparation and teaching of programs to achieve specific student outcomes. The classroom Teacher engages in critical reflection and inquiry in order to improve knowledge and skills to effectively engage students and improve their learning. As the classroom Teacher gains experience his or her contribution to the Foundation Year program beyond the classroom increases.

The classification structure comprises the following classifications:

- Band A Teacher
- Band B Teacher

- Band C Teacher

The classification descriptors outline the expectations of a Teacher at each teaching level.

**Classification descriptors**

- **Band A Teacher**

The Band A Teacher will be in the beginning stages of their career – a new or recent graduate. The primary focus of the Band A Teacher is on further developing skills and competencies needed to become an effective classroom practitioner with structured support and guidance from Teachers at higher levels. Band A Teachers are responsible for teaching their own classes and may also assist and participate in policy development, project teams and the organisation of co-curricular activities.

- **Band B Teacher**

Band B Teachers will have had three or more years of experience and is considered to have developed the basic skills and experience of day-to-day classroom practice and is developing greater expertise and understanding of the profession. The primary focus of the Band B Teacher is on the planning, preparation and teaching of programs to achieve specific student outcomes. Band B Teachers participate in the development of program policies and processes and assist in the implementation of program and College priorities, including marking coordination activities with the support of a Band C Teacher. Band B Teachers mentor and support Teachers at Band A.

- **Band C Teacher**

Band C Teachers are experienced practitioners who have developed the capacity to play a significant role in assisting the program to improve student performance and educational outcomes. Band C Teachers contribute to the development and implementation of programs and College policies and priorities. A critical component of this work will focus on increasing the knowledge base of staff within their discipline area about student learning and high quality instruction to assist in promoting high quality teaching practice. Band C Teachers may take on curriculum/subject and policy development and minor coordination roles, including marking coordination activities. Band C Teachers mentor and support Teachers at Bands A and B.

**Salary on appointment**

On appointment a Teacher will be placed on a salary level commensurate with the minimum salary for their qualifications and experience as follows:

Band A Teacher	Four (4) year trained minimum	commence at the A-1 level
Band A Teacher	Five (5) year trained minimum	commence at the A-2 level
Band B Teacher	Fully qualified with three (3) years' experience	commence at the B-1 level
Band B Teacher	Fully qualified with four (4) years experience	commence at the B-2 level

Band B Teacher	Fully qualified with five (5) years experience	commence at the B-3 level
Band B Teacher	Fully qualified with six (6) years experience	commence at the B-4 level
Band B Teacher	Fully qualified with seven (7) years experience	commence at the B-5 level
Band C Teacher	Fully qualified with eight (8) years experience	commence at the C-1 level
Band C Teacher	Fully qualified with nine (9) years experience	commence at the C-2 level
Band C Teacher	Fully qualified with 10+ years experience	commence at the C-3 level

**Qualification Definitions**

- Four (4) year qualification means a Bachelor of Education degree or other degree which together with a post graduate diploma of education or equivalent qualification. The qualification must have been awarded upon the successful completion of a prescribed academic course(s) of four (4) years total duration.
- Five (5) year qualification means a four (4) year degree together with a post graduate diploma, or an honours degree or other higher degree which together with a post graduate diploma of education or equivalent qualification. The qualification must have been awarded upon the successful completion of a prescribed academic course(s) of five (5) years total duration.
- The College may recognise qualifications not listed above be sufficient provided they meet the requirements of the National Standards for Foundation Year.

**Recognition of higher qualification**

- Should a teacher complete further relevant qualifications after commencing employment, a Teacher will be given one pay point advancement within the classification structure from the date of the request being approved.

**Recognition of previous experience**

The following experience will be recognised as relevant experience:

- teaching in secondary schools in Australia and overseas. Note: overseas experience includes schools based teaching experience in IB, American or English systems. This type of experience is recognised on the basis of one year of experience equates to one year of recognition of previous service
- teaching in foundation year programs in Australia, including an Australian program being taught offshore. Note: this experience is recognised on the basis of one year of experience equates to one year of recognition of previous service
- teaching in English language programs in Australia or overseas. Note: this experience is recognised on the basis of two years of experience equates to one year of recognition of

previous service because recognised teaching qualifications are not required to undertake this type of work and

- teaching in diploma pathway programs for an Australian university, in a relevant subject area. Note: this experience is recognised on the basis of two years of experience equates to one year of recognition of previous service because recognised teaching qualifications are not always required to undertake this type of work.
- Teaching experience does not include employment as a Teacher in a TAFE program.
- There may be exceptions regarding recognised teaching experience, and these will be considered on a case by case basis.
- For the purpose of this schedule experience will mean full time teaching experience or equivalent part time or casual experience.
- Part time experience will be recognised at the full time rate where the Teacher was engaged for a minimum of 0.4 FTE in a particular year.
- Casual experience will be credited on the basis that 800 face to face teaching hours is equivalent to one year of full time experience.
- A Teacher is required to provide reasonable evidence of casual teaching experience. If the College does not accept (fully or in part) the qualifications or experience of a Teacher, they will advise the Teacher as to what qualifications or experience is not accepted.

**Casual Teacher rates <sup>1</sup>**

Engaged pursuant to clause 8.8

Engagement	FFPP following successful vote	1 Jan 2025	1 July 2025	1 July 2026
Half day	\$206.80	\$210.93	\$215.15	\$223.76
Full day	\$413.61	\$421.88	\$430.32	\$447.53

<sup>1</sup> (Based on B-1 Level Salary x 1.20 – 20% loading)

## SCHEDULE 2 POSITIONS OF RESPONSIBILITY

Positions of Responsibility are positions created for teachers who are eligible for and are seeking responsibilities that are above and beyond the responsibilities of a classroom teacher as specified in the Foundation Year teacher Position Description.

Positions of Responsibility are identified by Monash College to support the operational, learning and teaching needs of the Foundation Year business and are advertised within the division accordingly.

Positions of Responsibility provide teachers with an interest in teaching-related responsibilities outside the classroom with an opportunity for professional and career development.

Positions of Responsibility may include roles such as coordinating teams or specific functional areas and may involve leading or championing strategic projects and initiatives to support the management of the Foundation Year program.

Faculties will have at least one Teacher appointed to a Position of Responsibility but it is expected that other Positions of Responsibility will be created to support the learning and teaching, pastoral care and technology enhanced learning needs of the Foundation Year program. When new positions are created or the College is proposing to recruit for an existing Position of Responsibility role, the time release, level and duration will be set by the College, in consultation with the Consultative Committee. Positions of Responsibility will be fixed term in nature and will usually be required for a maximum period of three (3) years.

The position descriptions for current Positions of Responsibility will be made available to all staff to ensure that there is transparency around the roles and duties.

### Levels and criteria

There are three Positions of Responsibility levels: POR1, POR2 and POR3.

Roles are classified according to the following criteria:

Accountability:	Level of responsibility over task, process, function or deliverable
Decision making:	Extent of authority and ability to make decisions over own work, tasks, processes or functions
Complexity of task:	Range of tasks, functions or processes and level of skills, knowledge or experience required to undertake the role
Innovation:	Extent of leadership required regarding continuous improvement, review and championing new directions
Level of Supervision:	Level of autonomy, monitoring and direction required to effectively perform responsibilities
Staff Management:	Provision of supervision to team and direct reports

## **POR Descriptor Summary**

### **POR Level 1**

Positions at this level are generally expected to understand and apply policies and procedures by displaying basic problem solving skills of routine issues. These are largely assisting roles in terms of workload and change under the guidance of a higher position. The impact of decision making will generally affect their own work and potentially others within immediate team.

### **POR Level 2**

Positions at this level are generally expected to apply knowledge to identify and notify higher manager of new and complex issues. The impact on decision making could be outside the immediate work team. These positions may be required to monitor budgets and support change through identifying areas for improvement and implement with guidance from higher manager. Positions at this level may be required to supervise a small team without performance management responsibility.

### **POR Level 3**

Positions at this level are generally expected to apply knowledge to identify and solve new and complex issues. The impact on decision making will be across the program and outside the immediate work team and key stakeholders. These positions may be required to participate in the development and monitoring of budgets. Positions at this level are generally expected to lead change ranging from identifying areas for improvement to implementing improvements with their team. Positions at this level will have responsibility for supervision of teams and will have performance management responsibility. Where a position at this level is involved in a process under part 7 of this Agreement, they will be actively supported by their relevant Head of Studies or equivalent. Decisions regarding unsatisfactory performance, misconduct or termination of employment (covered by part 7 of the Agreement) will be made by the Head of Studies, in consultation with the relevant POR Level 3.

## **Time release**

It is expected that a Position of Responsibility will entail some release from teaching duties to undertake the role.

Time release from teaching will vary from role to role and will be guided by the following considerations where applicable:

- Number of teachers in the team
- Number of students and classes
- Level of experience of teachers on the program
- Complexity of the program (e.g. subject review implementation)

## **Allowance**

The following allowances apply for *Positions of Responsibility*:

	<b>Allowance (p.a.) first pay period following a successful vote</b>	<b>Allowance (p.a.) as at 1 January 2025</b>	<b>Allowance (p.a.) as at 1 July 2025</b>	<b>Allowance (p.a.) as at 1 July 2026</b>
POR1 (4%)	\$4,869	\$4,966	\$5,065	\$5,268
POR2 (7%)	\$8,519	\$8,690	\$8,863	\$9,218
POR3 (10%)	\$12,171	\$12,414	\$12,663	\$13,169

This allowance is based on the relevant percentage being applied to the C-3 classification

These rates will apply from operation of this Agreement to Teachers holding positions of responsibility under the previous Agreement until the expiry of those POR appointments.

### **Supporting documents**

The Positions of Responsibility framework is supported by the following:

- A Position Description that outlines the key activities and accountabilities of the role
- A guide to how time release is calculated
- The set of descriptors linked to the Position of Responsibility criteria to guide classification of the role (included above).

## **SCHEDULE 3 KEY RESPONSIBILITIES & DUTIES - TEACHER**

### **Teachers**

The following list is not intended to be exhaustive and is to be read in conjunction with a current Teacher position description as may vary from time to time.

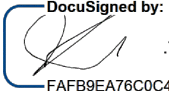
Teachers at Foundation Year shall be responsible for the following:

- teaching the prescribed Foundation Year curriculum using, where appropriate, a range of educational technologies to facilitate motivation, enjoyment and learning for each student
- monitoring attendance and establishing and maintaining clear and consistent academic and conduct expectations for students in the classroom
- be responsible for a home group and actively participate in the Foundation Year pastoral program
- actively engaging in continuing professional development and mentoring of beginner Teachers;
- actively participating in staff meetings, parent/Teacher meetings, events, excursions
- participating and contributing with other Teachers in the development, implementation and evaluation of Foundation Year curriculum and policy
- identifying and addressing areas of need for individual students, liaising where necessary with relevant staff
- planning, monitoring, evaluating and reporting on student progress to other Teachers and parents via written reports and parent/Teacher/student interviews.

## SIGNATORIES TO THE AGREEMENT

SIGNED for and on behalf of MONASH COLLEGE

by its authorised officer:

DocuSigned by:  
  
FAFB9EA76C0C432...

Name: Fabian Marrone

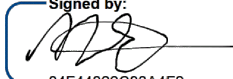
DATE 21-Oct-2024 | 10:08 A

Position: Interim CEO and Vice President

Address: 750 Collins St, Docklands VIC 3000

SIGNED for and on behalf of INDEPENDENT EDUCATION UNION

by its authorised officer as employee bargaining representatives:

Signed by:  
  
84E44820C99A45P  
Name: Marit Clayton

DATE 21-Oct-2024 | 11:05 A

Position: Industrial Officer

Address: 120 Clarendon St, Southbank VIC 3006

IN THE FAIR WORK COMMISSION

FWC Matter No.:

**AG2024/4218**

**AG2024/4219**

Applicant:

**Monash College Proprietary Limited T/A Monash College**

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Nicole Hebblewhite, Director HR Projects, have the authority given to me by Monash College Proprietary Limited to give the following undertaking with respect to the *Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff Enterprise Agreement 2024* ("the Agreement"):

1. In addition to clause 7.5(b) of the Agreement relating to provisions for part-time Employees, the following will apply:
  - a. prior to part-time Teachers commencing employment, the College and the Teacher will agree in writing:
    - i. the regular pattern of work including the number of hours to be worked each week;
    - ii. days of the week to be worked;
    - iii. the start/finishing times each day (where hours are not averaged); and
    - iv. any periods during a year when work by the Teacher will not be required.
  - b. Any change to those agreed hours may only be made by agreement in writing between the College and the Teacher.

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

18 December 2024

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