



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Monash College Pty Ltd T/A Monash College
(AG2016/5884)

MONASH COLLEGE PROPRIETARY LIMITED (MONASH UNIVERSITY FOUNDATION YEAR TEACHING STAFF) AGREEMENT 2016

Educational services

COMMISSIONER ROE

MELBOURNE, 3 NOVEMBER 2016

Application for approval of the Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff) Agreement 2016.

[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) Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Monash College Pty Ltd T/A Monash College. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement was approved on 3 November 2016 and, in accordance with s.54, will operate from 10 November 2016. The nominal expiry date of the Agreement is 31 October 2018.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE422018 PR587164>

Monash University Foundation Year Teaching Staff Enterprise Agreement 2016

Contents

PART 1	INTRODUCTION AND OBJECTIVES	3
PART 2	TECHNICAL AND GENERAL MATTERS	3
PART 3	EMPLOYMENT CONDITIONS	6
PART 4	SALARIES AND ALLOWANCES.....	12
PART 5	LEAVE ENTITLEMENTS	17
PART 6	CONSULTATION, WORKPLACE CHANGES AND RESTRUCTURE	32
PART 7	ETHICAL AND PROFESSIONAL CONDUCT	37
PART 8	HEALTH AND SAFETY	38
PART 9	OTHER MATTERS.....	39
SIGNATORIES TO THE AGREEMENT		41
SCHEDULE 1	TEACHER AND TEACHER LIBRARIAN SALARIES.....	42
SCHEDULE 2	POSITIONS OF RESPONSIBILITY	46
SCHEDULE 3	INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	49
SCHEDULE 4	KEY RESPONSIBILITIES & DUTIES - TEACHER/TEACHER LIBRARIAN	50

PART 1 INTRODUCTION AND OBJECTIVES

1. Title

This Agreement will be known as the Monash College Proprietary Limited (Monash University Foundation Year Teaching Staff) Agreement 2016 - (the Agreement).

2. Principles

- The Monash College Proprietary Limited (MCPL), Monash University Foundation Year (MUFY) 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 MUFY program, Teachers and Teacher librarians will need to be engaged in the full life of the program including: being part of a culture of reflection on practice; evidence-based improvement and analysis and ongoing professional learning and development.
- MCPL is committed to employing highly qualified, experienced Teachers to work in delivering a quality curriculum and experience for transition students undertaking MUFY.
- MCPL seeks to be an Employer of choice by providing excellent conditions and ongoing opportunities to its Teachers including professional learning and career advancement and satisfaction in a transition educational environment.

PART 2 TECHNICAL AND GENERAL MATTERS

3. Definitions

attendance days	Means up to 210 days of required attendance by Teachers that is designated by the Director.
continuous service	Means all paid employment time with the Employer including any and all periods of paid leave and in respect of fixed term and casual employees, shall be taken to include a series of contracts or engagements, provided that breaks of no more than four (4) months between any contracts or engagements shall not break continuity of service but will not count as service. Any period of authorised leave will not constitute a break in service.
Director People and Culture	Means the person employed in the position of Director People and Culture for Monash College Pty Ltd
Employer	Means Monash College Pty Ltd (MCPL).
FW Act	Means <i>Fair Work Act 2009</i> (C).
FWC	Means the Fair Work Commission
immediate family	Means: <ol style="list-style-type: none"> a. a Teacher's spouse (including the Teacher's former spouse, de facto spouse and former de facto spouse). A Teacher's 'de facto spouse' means a person who lives with the Teacher as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Teacher, and

	b. a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Teacher, or of the Teacher's spouse (including of the Teacher's former spouse, de facto spouse and former de facto spouse).
MUFY	Means Monash University Foundation Year program; a program of education accredited by the Australian Qualifications Framework and delivered by the Employer.
NES	Means the National Employment Standards as contained in sections 59 to 131 of the FW Act
non-attendance days	Means 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.
operative date	Means the date this Agreement operates from as specified in the approval decision of the FWC.
part time Teacher	Means a Teacher who is employed to work up to the 0.9 full time equivalent of the hours of a full time Teacher.
senior management position	Means a person employed in a position at MUFY who is not assigned a regular teaching load and has senior managerial responsibilities including delegated authorities to act for the Director where required from time to time.
short program	Means a program of six (6) months or less that is not the standard program. If a person is teaching multiple programs including the standard program then they will not be deemed a short program Teacher.
spread of hours	8am to 6pm Monday to Friday.
Teacher	Means a person employed to teach the MUFY program and whose key responsibilities and duties are described at Schedule 4 or a Teacher librarian employed to undertake Teacher librarian duties and whose key responsibilities and duties are described at Schedule 4.
union	Means the Independent Education Union Australia (Victoria/Tasmania) (IEU)
VIT	Means the Victorian Institute of Teaching.

4. Parties to this Agreement

The parties to this Agreement are the Employer, Teachers and the Union. This Agreement excludes persons employed as general staff (covered by the MCPL Enterprise Agreement 2015) or senior management.

5. Period of Agreement

This Agreement comes into force on the operative date and will have a nominal expiry date of 31 October 2018.

6. Relationship to Awards

This Agreement 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.

7. Prevention and resolution of disputes procedures

7.1. If a dispute relates to:

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

this term sets out procedures to settle the dispute.

7.2. A Teacher who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

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

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

7.5. FWC may deal with the dispute in two (2) stages:

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

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

7.5.1. 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.

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

- a. 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
- b. a Teacher must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe, or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed, or
 - (iii) the work is not appropriate for the employee to perform, or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

PART 3 EMPLOYMENT CONDITIONS

8. Terms of employment

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

8.2. 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 as specified in clause 8 (Terms of Employment).

8.3. Subject to sub-clause 8.1 the Employer will seek to maximise opportunities for Teachers to be engaged on an ongoing basis, where it is reasonable to do so.

8.4. Part time employment

A part time Teacher is entitled to the benefits of this Agreement on a pro rata basis unless otherwise stated. See clause 14 (Job share and part-time employment)

8.5. Fixed term employment

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

The Foundation Year is a program that experiences variations in its needs by subject each semester and the volume of student enrolments.

The Employer will use its best endeavours to achieve at least 70% ongoing employment on an annualised full-time equivalent basis based at semester census dates.

A Teacher may be employed for a fixed period of time up to 2 years duration.

Reporting of annualised full-time equivalent employment ratios will be provided to the Consultative Committee within four (4) weeks of the census date in each semester.

Teachers engaged for the following reasons will not be included in the ratios:

Replacement of a current teacher who is on an approved period of leave or undertaking a temporary secondment elsewhere; or

Appointment to a vacant position whilst an ongoing Teacher is recruited to that position.

8.6. Where a Teacher is employed on a fixed term contract, the Employer will notify the Teacher as to whether or not it will be offering further employment under a new contract at the expiry of the current contract, on the following basis:

a. Where the fixed-term contract is for a period of one (1) year or less, the Company will notify the Teacher no less than one (1) month prior to the expiry of the fixed term contract; or

b. Where the fixed-term contract is for a period greater than one (1) year, the Company will notify the Teacher no less than three (3) months prior to the expiry of the fixed term contract.

8.7. Fixed term employment - short program Teacher

The Employer may engage a short program Teacher to run additional MUFY programs other than the standard program.

8.7.1. A short program Teacher shall be engaged for a fixed period of time (the contract period) of up to six (6) months.

8.7.2. A short program Teacher shall be paid at the Teacher and Teacher librarian salary rates as specified in Schedule 1 of this Agreement.

8.7.3. 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.

8.7.4. If required to perform work on a public holiday in accordance with sub-clause 28.2. (Public 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.

8.8. Casual relief Teacher

The Employer may engage a casual relief Teacher on a daily or half day basis to meet short term needs.

8.8.1. A casual relief Teacher shall receive not less than twenty-four (24) hours' notice of cancellation of a period of engagement by the Employer.

8.8.2. A casual relief Teacher may work the same hours as a full time Teacher or part thereof but for no greater than thirteen (13) consecutive weeks.

8.8.3. A casual relief Teacher shall be paid at the rate specified in Schedule 1 of this Agreement.

8.8.4. The Employer can require a casual relief Teacher to undertake the full teaching load and extra-curricular duties of a Teacher who is absent from duty.

8.8.5. 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 carers leave
- h. paid leave for religious or cultural purposes
- i. paid ceremonial leave

- j. defence reserve forces leave
- k. fire fighting and emergency assistance leave
- l. court appearance leave
- m. blood donor leave
- n. electoral purpose leave
- o. paid family violence leave
- p. volunteering leave

9. Probation

- 9.1. All Teachers appointed to an ongoing or fixed term position will be subject to a period of probation.
- 9.2. The length of the probation period shall be a maximum of six (6) months.
- 9.3. 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.
- 9.4. Prior to the expiry of the period of probation, the Employer may confirm or annul the employment of the Teacher.
- 9.5. The Teacher shall be advised of, and given an opportunity to respond to, any adverse material which the company may take into account in any decision to terminate the employment on or prior to the expiry of the period of probation.

10. Termination of employment

10.1. By the Employer:

Where the Employer terminates the employment of the Teacher for reasons of redundancy, unsatisfactory performance or misconduct, 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 9 (Probation);
- c. the Teacher is employed on a fixed term basis and the contract reaches its nominated end date or
- d. the Teacher is a casual relief Teacher; or
- e. the provisions of clause 52 (Reduction in Teaching Load and Redeployment) apply;

the Employer will provide a minimum of seven (7) weeks' notice in writing, wholly within a semester (which is inclusive of the notice required under the NES), or payment in lieu including for the equivalent period that written notice is not provided that the total notice and weeks payment instead equal seven.

10.2. By the Teacher:

Seven (7) weeks' notice in writing given wholly within a semester.

11. Ordinary hours of work and attendance

- 11.1. For the purpose of this clause a Teacher excludes a casual relief Teacher.
- 11.2. The ordinary hours of work for a full time Teacher will be 38 hours per week averaged over a period of 12 months (or pro-rata for fixed term appointments of less than 12 months).

- 11.3. 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.
- 11.4. 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 Employer pursuant to clause 11.6.
- 11.5. During attendance days, a Teacher (including a part time Teacher based on their fractional appointment) is required to be on campus each day to fulfil all of their work requirements, including timetabled teaching, student consultations, exam marking and moderation, staff briefings, team meetings and professional learning that might occur within project work or team collaborative settings.
- 11.6. 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. These will not exceed 210 days.
- 11.7. 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.

12. Spread of hours and teaching duties

12.1. Spread of hours - classes and tutorials will be conducted between the hours of 8:00am and 6:00pm Monday to Friday.

12.2. Face to face teaching

- a. A full time teaching load will entail 20 hours of face to face teaching per week in any given semester. Full time Teachers and 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.
- b. 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 in any given semester, not exceed $0.5 \times 20\text{hrs} = 10$ hours of face to face teaching in any given week.
- c. 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.
- d. Face to face teaching will include the teaching of timetabled classes and leading the weekly pastoral care program in home room. It is further agreed between the parties that 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 Employer and the Teacher.
- e. Wherever possible, teaching hours will be equitably distributed.

12.3. Non classroom duties:

It is agreed between the parties that the 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 MUFY
- 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.

12.4. Professional development/planning days

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 11.2. (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.

The Company will provide professional development that is directly linked to the strategic aims and objectives of the Company 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.

12.5. Extras

Teachers, excluding casual relief Teachers and short program Teachers, are required to provide relief cover in the event of unplanned absences. A Teacher will be rostered for three (3) extras per week, and will be normally expected to undertake no more than one (1) extra per week (pro rata for part time Teachers), provided that they do not exceed their ordinary hours of work as provided under sub-clause 11.2 (Ordinary Hours of Work and Attendance).

12.5.1. An extra does not constitute 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.

12.5.2. Where a Teacher is required to perform more than one (1) extra in any given week, wherever possible they will not be rostered for any extras during the following week.

12.6. Workload management

12.6.1. The Employer will allocate work using a transparent, efficient and consultative process in a manner consistent with good business practice and the Teacher's classification level and mode of employment.

12.6.2. Where a grievance over workload which cannot be resolved between the Teacher involved and relevant head of studies, assistance may be sought by either party from human resources. A representative of human resources shall attempt to resolve the matter directly with the relevant head of department and the Teacher and where requested by the Teacher, their representative.

12.6.3. Where a grievance cannot be resolved pursuant to sub-clause 12.6.2 either party may seek to resolve the grievance pursuant to clause 7 (Prevention and Resolution of Disputes Procedure).

13. Flexible work practices

13.1. In considering requests for flexible work arrangements, the Employer will attempt to meet the genuine needs of an individual Teacher as well as the operational requirements including class timetabling.

13.2. The Employer and the Teacher may enter into individual flexibility Agreements in accordance with Schedule 3 (Individual Flexibility Arrangements) of the Agreement.

14. Job share & part time employment

14.1. 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 by reference to the face-to-face teaching time worked.

14.2. The Employer 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.

14.3. Part-time teaching and non-attendance time salary

14.3.1. 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.

14.3.2. 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.

14.4. 'Job share' is defined as a mode of employment where the duties, responsibilities and benefits of an employment classification contained in this Agreement is shared between two (2) Teachers.

14.5. A request may be made by an existing Teacher to share the position the Teacher is currently holding. The request must be made to the Employer and must identify the proposed division of the position. If the request is accepted by the Employer:

- a. the parties to the proposal must negotiate a mutually suitable division of the work, and
- b. if necessary the residual position may be advertised.

14.6. A position subject to the job share arrangements as prescribed by sub-clause 14.5 is not regarded as a fixed term arrangement but rather continues for an indefinite period.

14.7. 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.

14.8. Teachers subject to the job share arrangement prescribed by this clause shall be entitled to pro rata benefit of accrued benefits to full time Teachers based on the face-to-face teaching hours.

14.9. 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 Employer. If the offer is accepted by the participant, the Teacher shall be paid at their normal ordinary hourly rate for the relevant period.

14.10. Should either participating Teacher leave the employment of MUFY the remaining Teacher may be offered the balance of employment. If this offer is not accepted by the remaining participant, the provisions of sub-clause 14.5.b. shall be followed.

15. Breaks

Teachers have an entitlement to at least a half hour unpaid meal break no later than five (5) hours after commencing work.

16. Breakages and loss

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 4 SALARIES AND ALLOWANCES

17. Salary on appointment

The Employer will appoint Teachers to a salary and level of Teacher as per Schedule 1 (Teacher and Teacher Librarian Salaries) commensurate with their skills, qualifications and teaching experience.

18. Salary increases

From the operative date of the Agreement, Teachers employed by the Employer 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	3.25%
1 April 2017	1.25%
1 October 2017	2%
1 April 2018	1.25%
1 October 2018	2%

19. Payment of salaries

19.1. Fortnightly pay

Teachers shall be paid their salary on the basis of a fortnightly pay period and such payment shall be made fortnightly.

19.2. Method of payment

A Teacher shall be entitled to have his or her salary paid directly into any bank, building society or credit union account nominated by the Teacher.

19.3. Payment to third parties

Except in the case of a court order, payment of the salary of a Teacher to a third party shall only be made on the prior written authority of the Teacher.

19.4. Deductions require written authority

19.4.1. The Employer shall make deductions from a Teacher's salary for superannuation contributions on the written authority of the Teacher.

19.4.2. Such other deductions requested by the Teacher, and agreed to by the Employer, shall also require the written authority of the Teacher.

19.5. Overpayments

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

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

19.5.3. If such an Agreement cannot be reached then the procedures of the clause 7 (Prevention and Resolution of Disputes Procedure) of this Agreement will be applied to achieve an outcome that allows the Employer to recover the overpayment, after which the Employer may deduct any overpayment from the Teacher's salary or termination payments accordingly.

20. Allowances

20.1. Positions of responsibility allowances

- a. 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.
- b. An allowance is linked to a position of responsibility rather than tied to an individual Teacher.
- c. 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.
- d. Positions of responsibility will be fixed term in nature and will be up to a maximum of 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.
- e. Where the position of responsibility is to be shared, then payments may also be shared.
- f. Where the Employer is not satisfied that a Teacher is effectively performing a position of responsibility, the position of responsibility may be reviewed in accordance with the process prescribed in clause 54 (Unsatisfactory Performance), and clause 55 (Misconduct) of this Agreement.

20.2. Vehicle allowance

Where a Teacher uses their privately owned motor vehicle for approved Employer 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.

The allowance shall be calculated at the ATO rate each year as at 1 July and be effective from that date.

20.3. First aid allowance

A Teacher who has been appointed by the Employer 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
Date of employee vote accepting proposed Enterprise Agreement	\$1030
1 April 2017	\$1064
1 April 2018	\$1099

Note: annual allowance rounded to nearest dollar

20.3.1. The allowance is not payable during designated non-attendance days in accordance with sub-clause 11.4 (Ordinary Hours of Work and Attendance) of the Agreement and any continuous unpaid absence of greater than two (2) weeks.

20.4. Discretionary increases

A further salary component may be paid to a Teacher as an allowance in 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 MUFY program and for which no time or monetary allowance has otherwise been made.

21. Compulsory or prescribed superannuation

The Employer 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 Employer shall make superannuation payments to a nominated superannuation fund.

22. MUFY Performance and Development Process

22.1. All MUFY Teachers, excluding casual and short program Teachers, will participate in the MUFY Performance and Development Process (PDP).

22.2. The MUFY Performance and Development Process will provide an opportunity to reflect on the teaching and learning practices of the Teacher, identify professional development opportunities with a focus on ways in which student learning can be enhanced, and set key objectives for the coming year. The process provides the opportunity for discussion between Teachers and their managers and the ability to clarify work priorities, discuss career aspirations and plan professional development to continue to build the Teacher's capabilities.

22.3. The MUFY Performance and Development Process will be conducted over a 12 month period starting between June and August each year. 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. highlights, challenges and professional and personal goals
- d. professional development goals and targets to be achieved or demonstrated in the classroom throughout the year.

Teachers will receive feedback on their performance against their PDP at regular intervals in addition to the PDP process.

The PDP process excludes issues regarding unsatisfactory Teacher performance. Matters of unsatisfactory performance will be managed in accordance with clause 53 (Unsatisfactory Performance) of the Agreement.

23. Salary progression

- 23.1. Subject to satisfactory performance throughout the year, progression by a Teacher from their current level of salary to the next level will usually occur after each 12 months of completed service by a Teacher including a part time Teacher.
- 23.2. 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:
 - a. notified three (3) months in advance in writing of:
 - (i) the standards of performance that are expected
 - (ii) the areas of the Teacher's performance and/or conduct that are not meeting the required standards
 - (iii) the consequences of continued or repeated failure to meet these standards; and
 - b. they are given the opportunity to enable improvement in their performance to the required standards.

24. Salary packaging

- 24.1. The Employer will make salary packaging arrangements available to all ongoing and fixed term Teachers. This arrangement is not available to casual Teachers.
- 24.2. A Teacher will be able to enter into negotiation with respect to an individual remuneration package, which may result in the Teacher's cash salary being reduced in favour of a mix of benefits and cash salary.
- 24.3. A Teacher who negotiates an individual remuneration package will be required to enter into a written agreement with the Employer that sets out the terms and conditions applying to the provision of salary and benefits package. Such terms and conditions will include the following:
 - 24.3.1. the salary for the rate of superannuation contribution and benefit purposes is calculated by reference to the Teacher's base salary, prior to the reduction for any agreed benefits;
 - 24.3.2. 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 salary, prior to the reduction for any agreed benefits.

- 24.4. The items which may be salary packaged are as determined by the Employer from time to time.
- 24.5. If legislation or other changes result in increased cost of salary packaging to the Employer, the Employer 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. Where the Teacher does not accept the new offer, the Employer shall discontinue salary packaging for that Teacher. Except that, where an employee enters into a salary packaging arrangement with the Employer in respect to superannuation, Monash gym membership and/or childcare, they will not incur any applicable administration fees.
- 24.6. Each Teacher may vary their salary packaging arrangement at any time by providing a minimum of one (1) month notice. Any fees associated with varying a salary packaging arrangement is the responsibility of the employee.
- 24.7. The Employer shall advise all interested Teachers to seek their own independent financial advice prior to entering into salary packaging arrangements.
- 24.8. A Teacher may withdraw from a salary packaging arrangement, subject to providing a minimum of one (1) month notice to the Employer. Any additional costs incurred as a result of withdrawal from a salary packaging arrangement must be paid by the employee.
- 24.9. Salary packaging is offered on the basis that there is no additional cost to the Employer above that which existed prior to the introduction of salary packaging. Accordingly, nothing in this clause shall preclude the Employer from including an administration charge, along with other direct costs associated with salary packaging, as a cost to the Teacher.

25. Accident make-up pay

Where a Teacher is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, the Employer 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 Employer.

PART 5 LEAVE ENTITLEMENTS

26. Infectious diseases leave

Subject to a Teacher who is suffering from one of the infectious diseases known as:

- a. German measles
- b. chickenpox
- c. measles
- d. mumps
- e. scarlet fever
- f. whooping cough
- g. rheumatic fever
- h. Severe Acute Respiratory Syndrome (SARS)
- i. hepatitis

and in circumstances where a Teacher contracts one of the above diseases in the course of their duties, the Teacher may be entitled to be granted special leave for any period of absence.

Approval of special leave will be subject to the Teacher providing the Employer with a medical certificate which specifically names the infectious disease.

27. Absence on authorised unpaid leave

On application from a Teacher, leave without pay may be granted, at the discretion of the Director. During any period where a Teacher is absent on account of authorised unpaid leave, there shall be no entitlement to payment for public holidays falling during such absence nor payment for other types of leave provided under this Agreement. No paid leave entitlement shall accrue during periods of any absence on account of unpaid leave however taking of approved unpaid leave does not break continuity of service.

28. Public holidays

- 28.1. The Employer shall observe the days prescribed in sub-clause 28.3 below as public holidays.
- 28.2. Labour Day and Melbourne Cup Day shall for the purposes of this Agreement be normal working days without penalty payments for time worked which in lieu of and subject to clause 29 (Annual Leave and Non-attendance Days), a Teacher will be paid during the non-attendance weeks.
- 28.3. The following public holidays are observed by the Employer: New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Queen's Birthday, Christmas Day and Boxing Day, or such other days as proclaimed by the Governor-in-Council in lieu of or additional to (e.g. Grand Final Eve) any of these days. When New Year's Day, Christmas Day and/or Boxing Day occur on a Saturday or Sunday, a substitute holiday shall be observed.
- 28.4. A casual relief Teacher is not entitled to payment for public holidays not worked or to paid leave specified in this Agreement.

29. Annual leave and non-attendance days

- 29.1. For the purposes of this clause a Teacher excludes a casual relief Teacher.

- 29.2. Annual leave is provided for in the NES, this clause supplements and provides enterprise specific detail.
- 29.3. Short program Teachers are entitled to 20 days of annual leave (or pro rata) as provided for in the NES and are not entitled to non-attendance days.
- 29.4. 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.
- 29.5. 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 as listed at sub-clause 28.2 (Public Holidays).
- 29.6. Pro rata adjustments to payment for non-attendance weeks:
- a. A Teacher who takes authorised unpaid leave for more than ten (10) working days during the designated attendance weeks of their service period, the entitlement to payment during the non-attendance weeks for that service period shall be reduced pursuant to the formula in sub-clause 29.6. c. and/or
 - b. Where a Teacher's employment is terminated or a Teacher resigns prior to the completion of their current service period, the Teacher is entitled to payment of non-attendance weeks on a pro rata basis, pursuant to the formula in 29.6.c. below.
 - c.

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

Where:

AW	=	number of attendance weeks worked by Teacher in service period
TAW	=	total number of attendance weeks during the Teacher's service period
TNA	=	total number of non-attendance weeks during the Teacher's service period
NAP	=	number of non-attendance weeks already paid to the Teacher in the service period

29.7. Cashing out of annual leave and non-attendance weeks

A Teacher who transfers from MUFY to another division of the Employer is entitled to payment of non-attendance weeks on a pro rata basis, pursuant to the formula in sub-clause 29.6.c. except 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
- d. the Employer has made the necessary superannuation contribution on the annual leave being cashed out on behalf of the Teacher.

A Teacher who transfers from another division of the Employer to MUFY may, upon transfer to MUFY, cash out any unused annual leave entitlements accrued under the Monash College Pty Ltd Enterprise Agreement 2015 or its successor, except 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
- d. the Employer has made the necessary superannuation contribution on the annual leave being cashed out on behalf of the Teacher.

Following 12 months of employment with MUFY, a Teacher may cash out any unused annual leave entitlements accrued under the Monash College Pty Ltd Enterprise Agreement 2015 or its successor, except that:

- a. this may only occur once during the life of this Agreement
- b. the Teacher must maintain an accrued annual leave entitlement of no less than four (4) weeks (or pro rata where applicable)
- c. there is a separate Agreement in writing to support the cashing out of leave
- d. the Teacher is paid at least the full amount that would have been payable had the annual leave been taken, at the current rate, inclusive of leave loading

the Employer has made the necessary superannuation contribution on the annual leave being cashed out on behalf of the Teacher.

29.8. Annual leave loading

A Teacher is entitled to a leave loading of 17.5% on four (4) weeks annual leave. 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 and Teacher Librarian Salaries).

30. Personal leave

- 30.1. Except where otherwise indicated in this clause, for the purposes of this clause references to a Teacher excludes a casual relief Teacher.
- 30.2. Personal leave is provided to Teachers to support them with paid leave in circumstances of personal illness (sick leave) or where they are required to provide care and support (carer's leave) to a member of their immediate family or household.
- 30.3. A Teacher shall be entitled to personal leave on the Teacher's ordinary rate of pay at the rate of fifteen (15) working days for each completed year of service from the date of appointment. During each year of employment personal leave shall accrue at the rate of one and one quarter (1¼) days per completed month of service. A part-time Employee accrues personal leave on a pro rata basis in accordance with clause 8.4. (Part-time employment),
- 30.4. Where a period of illness or carer responsibilities exceeds the Teacher's personal leave credited 12 months entitlements, the Teacher will be able to access any personal leave in advance that will accrue during the current year of service.
- 30.5. Untaken personal leave entitlements are cumulative from year to year but will not be paid out on the termination of employment.

- 30.6. A Teacher who ceases employment with the Employer and is re-employed by the Employer after a period not exceeding twelve (12) months shall be re-credited with any personal leave accumulated at the time they last ceased their employment with the Employer.
- 30.7. Where a public holiday falls during a period of paid personal leave and the Employer observes that holiday, no deduction shall be made from the personal leave credits of a Teacher for such day.
- 30.8. Personal leave credits shall not accrue in respect of any period of leave taken without pay.
- 30.9. A Teacher may convert personal leave on full pay to personal leave on half pay at any time with the Agreement of the Employer.
- 30.10. All absences relating to personal leave in excess of two (2) consecutive days or in excess of five (5) aggregate days in any calendar year must be supported by the production of satisfactory evidence of illness such as a medical certificate or statutory declaration.
- 30.11. Where a period of illness or carer responsibilities exceeds the Teacher's available personal leave entitlement, the Employer may approve the Teacher taking up to 5 days of personal leave in advance of it having accrued.
- 30.12. 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 to care for an ill or injured member of their immediate family or household in case of an unexpected emergency.
- 30.13. A casual relief Teacher shall be entitled to a maximum of five (5) days of unpaid personal leave in any one calendar year where they are required to provide care for a member of their immediate family or household.
31. Compassionate leave
- 31.1. A casual relief Teacher shall be entitled to all leave specified in this clause, subject to the same conditions for granting such leave, except that such leave shall be without pay.
- 31.2. Leave at the ordinary rate of pay for up to three (3) working days shall be granted to a Teacher when a member of the Teacher's immediate family or household:
- contracts or develops a personal illness that poses a serious threat to his or her life, or
 - sustains a personal injury that poses a serious threat to his or her life.
- 31.3. For the purposes of sub-clause 31.2 above, a Teacher must give his or her Employer 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 Employer of the period or expected period of the leave.
- 31.4. Where the period of leave granted as per sub-clause 31.2 is inadequate due to special circumstances, such as the necessity of the Teacher undertaking extensive travel, the Director may grant further leave either with or without pay.
- 31.5. Evidence
- Where required by the Employer, a Teacher must give the Employer evidence that would satisfy a reasonable person that the leave is being taken for a reason outlined in 31.2.

32. Bereavement leave

32.1. A casual relief Teacher shall be entitled to all leave specified in this clause, subject to the same conditions for granting such leave, except that such leave shall be without pay.

32.2. Leave at the ordinary rate of pay shall be granted to a Teacher as follows:

- a. up to a maximum of five (5) days paid leave upon the death of a member of a Teacher's immediate family or household
- b. up to a maximum of one (1) day paid leave upon the death of a close relative not a member of the Teacher's immediate family or household. Close relatives include an aunt, uncle, cousin, niece, and nephew of the Teacher or of the spouse of the Teacher
- c. up to four (4) hours paid leave upon the death of a distant relative, friend and work colleague

32.3. For the purposes of sub-clause 32.2 above, a Teacher must give his or her Employer 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 Employer of the period or expected period of the leave.

32.4. Where the period of leave granted as per sub-clause 32.2 is inadequate due to special circumstances, such as the necessity of the Teacher undertaking extensive travel, the Director may grant further leave either with or without pay.

32.5. Evidence

Where required by the Employer, a Teacher must give the Employer evidence that would satisfy a reasonable person that the leave is being taken for a reason outlined in 32.2.

33. Parental leave and related entitlements

Parental leave and related entitlements are provided for in the NES, this clause supplements and provides enterprise specific detail.

33.1. Maternity leave

33.1.1. Subject to the provisions of this clause, a Teacher who has served for a continuous period of not less than twelve (12) months and who submits a certificate from a registered medical practitioner, stating that she is pregnant and specifying the day on which it is expected she will deliver, shall be entitled to:

- a. leave on full pay for a continuous period of fourteen weeks and a further twelve (12) weeks on half pay to be taken within the period commencing six (6) weeks prior to the expected date of delivery and concluding no later than twenty-six (26) weeks after the actual date of delivery
- b. additional leave without pay that will bring the aggregate leave to a continuous period of twelve (12) months. Such leave without pay shall be taken within the period from twenty weeks before the expected date of delivery to twelve (12) months after the commencement of the period of paid leave.

33.1.2. A Teacher who has served for a continuous period of less than twelve (12) months and who submits a certificate from a registered medical practitioner, stating that she is pregnant and specifying the day on which it is expected she will deliver, shall be entitled to:

- a. leave on full pay for a continuous period at the rate of 1.16 weeks for each completed month of service and a further one week on half pay for each completed month of service, to be taken within the period commencing six (6) weeks prior to the expected date of delivery and concluding no later than twenty-six (26) weeks after the actual date of delivery.
- b. additional leave without pay that will bring the aggregate total leave to a continuous period of twelve (12) months. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of delivery to twelve (12) months after the commencement of the period of paid leave.

33.1.3. Upon application by a Teacher, the Director may approve the taking of double the period of paid maternity leave entitlement on half pay.

33.2. A Teacher on maternity leave:

- a. may use accrued long service leave credits to cover any periods of unpaid parental leave.
- b. who contracts an illness resulting from pregnancy or childbirth and such illness extends beyond the period of paid maternity leave shall, upon the submission of a medical certificate or statutory declaration satisfactory to the Employer, be entitled to be placed on personal leave for the period of illness subsequent to the date on which paid maternity leave expires.
- c. whose child contracts or is born with an illness and such illness extends beyond the period of paid maternity leave shall, upon the submission of a medical certificate or statutory declaration satisfactory to the Company, be entitled to be placed on personal (carers) leave for the period of illness subsequent to the date on which paid maternity leave expires.

33.2.1. The Teacher shall provide written notice within a recommended ten (10) weeks but not less than four (4) weeks preceding the date upon which she proposes to commence maternity leave, stating the period of leave to be taken, save that the Director may waive the requirement for notice.

33.2.2. For a Teacher who has varied their time fraction during the twelve (12) months immediately prior to maternity leave commencing, any entitlement to paid leave will be based on the average time fraction worked during the preceding twelve (12) month period.

33.2.3. Extending unpaid maternity leave

A Teacher taking twelve (12) months maternity leave pursuant to sub-clause 33.1.1 can request to extend their unpaid maternity leave by a further twelve (12) months, reduced by the amount of any leave taken by their partner at sub-clause 33.5.4. The Teacher must request the extension in writing at least four weeks but preferably one semester before the end of the initial period of maternity leave. The Employer must respond in writing within twenty-one (21) days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.

33.2.4. A request to reduce the period of leave originally sought and specified in sub-clause 33.1 shall be subject to approval by the Director.

33.2.5. A Teacher may use accrued personal leave credits for the purposes of attending prenatal appointments, providing at least one (1) week notice to her supervisor of the appointment.

33.2.6. A Teacher shall confirm her intention to return to work by providing written notice of not less than four (4) weeks prior to the expiration of the period of maternity leave.

33.2.7. A Teacher on a fixed term contract whose contract expires during a period of paid maternity leave shall not be eligible for further maternity leave after the date of expiry of the contract unless she is re-employed on a permanent basis or on a further contract. The provision of maternity leave shall not be grounds for the termination of a contract or for a refusal by the Employer to offer re-employment.

33.2.8. A Teacher, whose pregnancy, having proceeded for a period of not less than twenty (20) weeks, terminates by miscarriage or results in a still-born child, shall be entitled to:

paid leave as per sub-clause 33.1.1 and 33.1.2 above as the case may be, or where the Teacher has commenced such leave, that period of paid leave outstanding.

such leave without pay as will bring the aggregate leave to a continuous period not exceeding six (6) calendar months or to such longer period as may be certified by a medical practitioner up to a maximum of twelve (12) months.

33.2.9. Subject to sub-clause 33.2.6 above, maternity leave applied for but not commenced shall be cancelled where the pregnancy of a Teacher terminates other than by the birth of a living child.

33.2.10. A casual relief Teacher who has been employed as such for a period of at least 12 months, and has been regularly scheduled for casual employment during that period, shall be entitled to all leave specified in sub-clause 33.1, subject to the same conditions for granting such leave, except that such leave shall be without pay.

33.3. Adoption leave

33.3.1. Subject to the provisions of this clause, a Teacher who has served for a continuous period of not less than twelve (12) months and who submits satisfactory evidence of being an approved applicant for the adoption of a child, and who will be the primary care giver and of the date of placement of that child shall be entitled to:

where the child is at the date of adoption under twelve (12) months of age, leave on full pay for a continuous period of fourteen (14) weeks and a further twelve (12) weeks on half pay commencing from the date of placement

where the child is at the date of adoption twelve (12) months or more than twelve (12) months of age, leave on full pay for a continuous period of seven (7) weeks and a further six (6) weeks on half pay commencing from the date of placement

such leave without pay as will bring the aggregate leave to a continuous period of twelve (12) months

a Teacher employed on a fixed term contract whose contract expires during a period of paid adoption leave shall not be eligible for further adoption leave after the date of expiry of the contract and shall not be entitled to return to work after the period of paid adoption leave unless she/he is re-employed on a permanent basis or on a further contract. The provision of adoption leave shall not be grounds for the termination of a contract or for a refusal by the Employer to offer re-employment.

33.3.2. A Teacher who has served for a continuous period of less than twelve (12) months and who submits satisfactory evidence of being an approved applicant for the adoption of a child, and who will be the primary care giver as of the date of placement of that child shall be entitled to:

leave on full pay for a continuous period at the rate of 1.16 weeks for each completed month of service and a further one week on half pay for each completed month of service, to be taken within the period commencing from the date of placement

additional leave without pay as will bring the aggregate total leave to a continuous period of twelve (12) months. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of placement of the child to twelve (12) months after the commencement of the period of paid leave.

33.3.3. Upon application by a Teacher, the Director, may approve the taking of double the period of paid adoption leave entitlement on half pay.

33.3.4. A teacher on adoption leave may use any accrued long service leave credits to cover any periods of unpaid parental leave.

33.3.5. Where an Employee received payment under the provisions of clause 33.3 clause 33.5 will not apply.

33.3.6. A casual Teacher who has been employed as such for a period of at least twelve (12) months, and has been regularly scheduled for casual employment during that period, shall be entitled to all leave specified in sub-clause 33.3, subject to the same conditions for granting such leave, except that such leave shall be without pay.

33.4. Extending unpaid adoption leave

A Teacher taking twelve (12) months adoption leave pursuant to sub-clause 33.3 can request to extend their unpaid adoption leave by a further twelve (12) months, reduced by the amount of any leave taken by their partner at sub-clause 33.5. The Teacher must request the extension in writing at least four (4) weeks but preferably one (1) semester before the end of the initial period of adoption leave. The Employer must respond in writing within twenty-one (21) days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.

33.5. Partner leave

33.5.1. For the purpose of this clause, the term 'partner' shall include a de facto spouse or a same sex partner.

33.5.2. Subject to other provisions of this clause, a Teacher who submits a statutory declaration that she/he is the partner of a person who is pregnant or who has accepted responsibility for the ongoing care of an adopted child for which the Teacher is not the primary caregiver ('the Teacher') shall be entitled to leave on full pay for ten consecutive working days or for a period, which in the aggregate does not exceed ten (10) working days to assist the birth mother immediately before or after the birth or the primary care giver at the time of placement of the adopted child. Such leave shall be taken within the period commencing in the week prior to the expected date of the birth of the child and concluding six (6) weeks after the birth of the child or, in the case of adoption of a child, within six (6) weeks from the date of placement.

33.5.3. The Teacher shall in addition be entitled to an unbroken period of up to fifty (50) weeks unpaid leave in order to be the primary caregiver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the Teacher's partner in relation to the same child and shall not be taken concurrently with that maternity leave.

- 33.5.4. A Teacher taking leave in accordance with sub-clause 33.5.3 can request to extend their partner leave by a further twelve (12) months, reduced by the amount of any leave taken by their partner pursuant to sub-clause 33.2.2 or 33.4. The Teacher must request the extension in writing at least four (4) weeks but preferably one (1) semester before the end of the initial period of partner leave. The Employer must respond in writing within twenty-one (21) days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.
- 33.5.5. The Teacher must produce, in relation to any period to be taken under sub-clauses 33.5.3 and 33.5.4 above, a statutory declaration stating:
- a. that he/she will take that period of partner leave to become the primary caregiver of a child
 - b. particulars of any period of maternity leave sought or taken by their partner and
 - c. that for the period of partner leave he/she will not engage in any conduct inconsistent with his/her contract of employment.
- 33.5.6. The Teacher shall, not less than ten (10) weeks prior to each proposed period of leave, give the Employer notice in writing stating the dates on which he/she proposes to start and finish the period or periods of leave and produce the required statutory declaration.
- 33.5.7. The Teacher shall not be in breach of this clause as a consequence of failure to give the notice required in sub-clause 33.5.5 above, if such failure is due to:
- a. the birth occurring earlier than the expected date
 - b. the death of the mother of the child; or other compelling circumstances.
- 33.5.8. The Teacher shall immediately notify the Employer of any change in the information provided pursuant to sub-clauses 33.5.4 and 33.5.5 above.
- 33.5.9. Provided the maximum period of partner leave does not exceed the period to which the Teacher is entitled, the period of partner leave taken under sub-clause 33.2.2 above may, with the consent of the Employer, be shortened by the Teacher giving not less than fourteen (14) days' notice in writing stating the period by which the leave is to be shortened.
- 33.5.10. Partner leave, applied for but not commenced, shall be cancelled when the pregnancy of the Teacher's partner terminates other than by the birth of a living child.
- 33.5.11. Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the Teacher is entitled under sub-clause 33.2.2 above, a Teacher may, in lieu of or in conjunction with partner leave, take any annual leave or long service leave or any part thereof to which he/she is entitled.
- 33.5.12. Paid sick leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to a Teacher during their absence on partner leave.
- 33.5.13. A Teacher on partner leave shall have the right to return to the position and fraction of employment held prior to taking partner leave.

33.6. Return from parental leave

- 33.6.1. Subject to sub-clause 33.6.5 upon the expiration of the period of parental leave, the Teacher shall be entitled to resume work in the position held prior to taking parental leave, where the

position still exists, or, where the previous position no longer exists, on the substantive classification and salary with duties commensurate with the Teacher's qualifications and experience and, as far as practicable, similar to those performed by the Teacher prior to the taking of parental leave.

33.6.2. A Teacher who is the primary care giver of a child, shall be entitled to return to work from parental leave on the full time or fractional time basis that applied to the Teacher immediately prior to the commencement of parental leave.

33.6.3. A Teacher may, no less than six (6) weeks prior to returning from parental leave, apply to his/her supervisor to return on a reduced fraction of employment basis, including a reduced fraction in connection with a job share arrangement, for an agreed period of time, following which the Teacher shall be entitled to return to the substantive fraction of employment.

33.6.4. Where a Teacher makes application pursuant to sub-clause 33.6.3 above, the Director shall (subject to operational requirements) approve the application.

33.6.5. In the event that the Director declines to approve the Teacher's application, the Teacher shall be informed of the Director's decision and the reasons for it and invited to make a response to the Director, for a review of the decision.

33.7. Right to share twelve (12) weeks leave with spouse

33.7.1. Where a Teacher and his or her spouse are employed by the Employer and share primary care responsibility for the child, either Teacher may use some or all of the twelve (12) weeks leave at half pay. The combined entitlement taken by both partners will be limited to a maximum of twelve (12) weeks.

33.8. Review of Parental leave clause

33.8.1. If, while this Agreement is in operation, the Commonwealth Government introduces changes to the statutory paid Parental leave scheme, the Company will review the implications of these changes to the entitlements to paid Parental leave set out in the Agreement.

33.8.2. Notwithstanding clause 33.8.1 or any Commonwealth Government changes to the statutory paid Parental leave scheme, an Employee shall be entitled to paid Parental leave entitlements not less than those specified in clause 33.

34. Long service leave

34.1. A Teacher (other than a casual relief Teacher) shall be entitled to long service leave of 9.1 weeks after seven (7) years of continuous service, including recognised prior service, and 1.3 weeks for each additional year of continuous service thereafter (a casual relief Teacher may have an entitlement under this clause in accordance with relevant Victorian Long Service Leave Legislation).

34.2. Accrued long service leave entitlements may be taken in any quantity provided that the minimum block of long service leave entitlement which can be taken at any one time will be two (2) weeks, regardless of the level of leave accrued. This may include the taking of long service leave on the following basis:

- a. for the period of long service leave on full pay or
- b. for double the period of long service leave entitlement on half pay.

- 34.3. A Teacher is entitled to choose the time for taking long service leave, provided that at least six (6) months' written notice is given, or the Director is satisfied that, within a shorter notice period, alternative arrangements can be made to cover the workload of the Teacher.
- 34.4. Where a Teacher with accrued sick leave credits becomes ill while on long service leave, the Teacher shall, provided that a certificate from a registered medical practitioner is submitted for the period of the illness, be entitled to be placed on sick leave and no deduction shall be made from long service credits for the days in question.
- 34.5. Where an observed public holiday as prescribed in clause 28 occurs during the period that a Teacher is absent on long service leave no deduction shall be made for that day from the Teacher's long service leave credits.

34.6. Recognised prior service

Subject to sub-clause 34.7, service with the following Employers shall be recognised as prior service for the purposes of qualifying for long service leave but shall not be taken into account in calculating the Teacher's entitlement to paid long service leave:

- a. Australian higher education institutions within the unified national education system
- b. Australian inter-university bodies (e.g.: AVCC)
- c. any Australian University or TAFE institute
- d. Monash University, Monash College Pty Ltd
- e. MONTECH or other Monash University Companies (wholly owned by Monash University)
- f. companies as agreed to at the time of appointment, by the Director.

Prior service with Monash University and/or Monash College Pty Ltd shall be recognised as service for the purposes of both qualifying for long service leave and for calculating the Teacher's entitlement to paid long service leave.

- 34.7. Service will be recognised pursuant to sub-clause 34.6 where any break in service with other Employers does not exceed twelve (12) months, and a Teacher makes claim for recognition of service within six (6) months of the date of appointment. Service with previous Employers recognised for long service leave purposes shall not exceed, ten (10) years.
- 34.8. Any period taken as long service leave, or for which payment is due, shall be deducted from the entitlement recognised. Where a Teacher has an entitlement to long service leave prior to joining the Employer, such entitlement shall not be transferable to the Employer, although the period of service will be recognised to meet the requirement pursuant to sub-clause 34.1.
- 34.9. 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 Employer, except with the approval of the Director.
- 34.10. A Teacher, or where applicable his/her personal legal representative, shall be entitled to payment in lieu of long service leave accrued, but not taken, as at the date of termination of service where:
- a. The Teacher's employment at the Employer terminates after seven (7) years or more continuous service or
 - b. After at least four (4) years continuous service with the Employer, the Teacher retires on the basis of age or ill health or the Teacher dies.

34.11. Accumulated long service leave management

- 34.11.1. In order to manage the accumulation and taking of long service leave, the maximum accumulation of long service leave shall be nineteen (19) weeks (722 hours).
- 34.11.2. Where a Teacher has accumulated nineteen (19) weeks (722 hours) or more long service leave, the Employer may request the Teacher to present a plan for reducing his/her long service leave balance to thirteen (13) weeks (494 hours) or less.
- 34.11.3. Where a Teacher is on an extended period of paid leave (such as sick leave or parental leave) at the time the Teachers long service leave balance approaches or nineteen (19) weeks (722 hours), the Teacher shall be given a reasonable time after returning from such leave to submit the required plan.
- 34.11.4. In the absence of agreement of such a plan being approved by the Employer, the Employer may give the Teacher written notice to take up to three (3) months long service leave at a time suitable to the Employer, subject to giving at least three (3) months' notice of the date at which such leave is to commence.
- 34.11.5. In the event that the Teacher is unable to return to work from an extended period of approved leave, as outlined in sub-clause 34.11.3 above, before ceasing employment with the Employer, the Teacher's long service leave accrued but not taken will be paid out in full on cessation.

35. Family Violence Leave

- 35.1. The Employer recognises that both female and male Teachers sometimes experience situations of violence or abuse in their personal life constituting family violence that may affect their attendance or performance at work.
- 35.2. The Employer accepts the definition of family violence as provided by the Family Violence Protection Act 2008 (Vic) and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member.
- 35.3. The Employer may offer Teachers experiencing family violence a broad range of support. This includes where appropriate:
 - 35.3.1. access to up to five (5) paid days of family violence leave per year for absences due to family violence experienced by the Teacher;
 - 35.3.2. flexible working arrangements, including changes to working times consistent with the needs of the work unit; and,
 - 35.3.3. changing work location, telephone number or email address.
- 35.4. Where a Teacher requests such support, the Teacher may elect to submit that request to either his/her Manager or the Employer's designated family violence contact officer. Approval of such request will be subject to endorsement by the Director, People and Culture (or his/her nominated delegate).
- 35.5. For the purposes of endorsing the approval of a request for support from a Teacher experiencing family violence, the Director, People and Culture (or his/her nominated delegate) may require the provision of relevant documentary evidence satisfactory to the Employer 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, a lawyer or a statutory declaration of the Teacher.

35.6. All applications, conversations and information will be maintained in a confidential manner by the employer.

36. Study leave

36.1. The Employer is committed to providing opportunities to enhance professional development and continuous learning for Teachers. The will provide access to study assistance in a number of different ways where there is a mutual benefit to the Employer and the Teacher.

36.2. Study assistance includes:

36.2.1. Study leave assistance to attend courses of study at any relevant educational institution approved by the Employer; and,

36.2.2. Study financial assistance, including partial or full reimbursement of tuition/enrolment fees available at the discretion of the Employer.

36.3. All Teachers are eligible to apply for study assistance. Fixed term Teachers are eligible to apply for study financial assistance provided they have at least six (6) months of continuous service with the Employer as at the date on which they apply for study financial assistance,

36.4. Eligible Teachers may, with written approval of the Chief Executive Officer or delegate, be granted time off duty of up to four (4) hours per week without loss of pay to attend approved courses of study including examinations.

36.5. 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.

36.6. Additional study leave assistance may be granted to an eligible Employee, on either a paid or unpaid basis, subject to prior approval of the Chief Executive Officer, or delegate.

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

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. Career break leave

38.1. A Teacher may apply for career break leave of up to three (3) months leave without pay after having worked for three years with the Employer. Career break leave must be applied for six (6) months in advance and approval is subject to a consideration of the operational requirements.

38.2. Career break leave may be used in conjunction with other leave, such as long service leave.

39. Leave for religious or cultural purposes

39.1. A Teacher shall be entitled to paid leave of up to one (1) days leave and unpaid leave of up to three (3) working days in any calendar year for the purpose of observance of religious occasions provided that satisfactory evidence is submitted to the Teacher's supervisor in support of a claim for such leave.

40. Ceremonial leave

40.1. Teachers who identify as, and are accepted as members of, the Aboriginal or Torres Strait Islander community shall be entitled to up to a maximum of five (5) days of paid leave per calendar year plus an additional period of up to a maximum of ten (10) days leave without pay per calendar year for the purpose of preparing for, or attending to, community organisation business, National Aboriginal and Islander Observation Committee week functions or other relevant cultural duties and events and/or fulfilling ceremonial obligations.

40.2. Such cultural duties and ceremonial obligations may be traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies.

40.3. Under normal circumstances the Teacher must provide at least two (2) weeks' notice in writing (usually by furnishing an application for leave form) of the Teacher's intention to take leave pursuant to this clause.

41. Jury service

41.1. A Teacher who is required to attend a court for the purpose of jury service shall be entitled to leave on full pay for the duration of such attendance.

41.2. 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 Teacher shall be placed on leave as per sub-clause 41.1. above and no deduction shall be made from the Teacher's long service or annual leave credits for the day or days of attendance for jury service.

41.3. Any fees paid to a Teacher by reason of jury service shall not be deducted from the Teacher's salary.

42. Defence reserve forces leave

42.1. A Teacher who is a member of the Defence Reserve Forces shall be entitled to:

- a. leave on full pay for the purpose of attending an annual training camp of fourteen (14) days duration or, where the commanding officer of the relevant service unit certifies that such training exceeds fourteen (14) days, of up to eighteen (18) days duration.
- b. Leave with pay for a period not exceeding fourteen (14) days for the purpose of attending in any one (1) calendar year not more than two (2) schools, classes or courses of instruction conducted by or on behalf of the defence reserve forces, provided that the amount paid shall be the amount the Teacher would have received had the Teacher remained on duty less any pay received by the Teacher, including allowances, by reason of attendance at any such school, class or course.

43. Fire fighting and emergency assistance leave

- 43.1. A Teacher who is a member of any voluntary organisation called upon by the government or a competent authority under the state disaster plan to assist in fire fighting or other forms of emergency assistance (including auxiliary operations) shall be entitled to leave on full pay for the duration of the participation by the Teacher in operations, provided that the services of the Teacher are actually required by the voluntary organisation or other recognised authority concerned.
- 43.2. A Teacher who responds to an appeal for volunteers to meet a declared bushfire or other emergency shall be entitled to leave on full pay for the duration of operations.
- 43.3. A Teacher granted leave in accordance with sub-clause 43.1. and 43.2. shall be entitled to a further one (1) day's leave on the completion of the service for the purpose of recovering from such participation.

44. Court appearance leave

- 44.1. Subject to sub-clause 44.2., a Teacher who is subpoenaed to appear in court as a crown witness or who is subpoenaed to give evidence on matters directly related to his/her employment (which is deemed to include a Teacher who is summoned as a witness in proceedings of a commission or tribunal) shall be entitled to leave without loss of ordinary time pay for the period of such appearance, including reasonable travel time.
- 44.2. A Teacher who is required to appear in court in a capacity other than as specified in sub-clause 44.1 shall be entitled to leave without pay for the period of such appearance.
- 44.3. A Teacher engaged on a casual basis shall be entitled to paid leave when subpoenaed to give evidence on matters directly related to his/her employment with the Employer (which is deemed to include a Teacher who is summoned as a witness in proceedings of a commission or tribunal), except that such leave shall only apply to time which the Teacher is rostered to work.

45. Blood donor leave

- 45.1. A Teacher shall, by prior mutual agreement with his/her supervisor, be granted leave on full pay to:
- a. attend the blood bank at the Teacher's base campus or
 - b. 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.
- 45.2. The maximum period of paid leave for attendance, in relation to sub-clause 45.1.a. is one (1) hour for each attendance, unless otherwise agreed between the parties.

46. Electoral purposes leave

- 46.1. Where a Teacher is a candidate for election to federal or State parliament, the Teacher may, subject to operational requirements, be granted leave without pay for all or part of the period between the date of close of nominations and the date of the poll.
- 46.2. In lieu of leave without pay a Teacher may use accrued annual leave or long service leave entitlements for electoral leave purposes.

47. Trade union training leave

- 47.1. Paid leave for trade union training will be available for a designated union representative subject to it being:
- a. taken at a time mutually agreed with the Director, and
 - b. limited to a maximum of two (2) full days per year.

48. Volunteering Leave

- 48.1. All ongoing and fixed term Teachers on a contract of twelve (12) months or more, shall be entitled to one (1) day of volunteering leave per calendar year to volunteer with a community organisation approved by the Company.
- 48.2. Access to volunteering leave for teaching staff will be granted in lieu of one (1) day of non-teaching time.
- 48.3. Volunteering leave will not accrue from year to year.

49. Special leave

- 49.1. The Employer may on the application of a Teacher, grant special leave with pay, at the discretion of the Director.

PART 6 CONSULTATION, WORKPLACE CHANGES AND RESTRUCTURE

50. Consultation Committee

- 50.1. A consultative committee will be established to:
- a. consult on general matters of concern to MUFY Teachers
 - b. discuss proposals for significant or substantial change
 - c. monitor and review the implementation of this Agreement, and
 - d. discuss issues for inclusion in the next Agreement.
 - e. staff composition reporting as per clause 8 (Terms of Employment).
- 50.2. The Employer will consider the views of the consultative committee and will implement change where appropriate and possible in order to support employees.
- 50.3. The consultative committee will include three (3) representatives nominated by the Employer, and three (3) Teacher representatives with at least one of the Teacher representatives to be nominated by the union.
- 50.4. A union official or a person who has expert knowledge regarding a specific issue under consideration may be invited to attend a MUFY Consultative Committee meeting, subject to Agreement between the parties.
- 50.5. 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.

51. Introduction of change

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

51.2. Significant change includes, but is not limited to:

- a. changes in the composition, operation or size of the workforce, or the skills required including the circumstances detailed in clause 530 of the Agreement
- b. outsourcing of work currently performed in house
- c. alteration of operating hours of any work unit
- d. the need for retraining, or transfer of Teachers to other work locations and
- e. the restructuring of work units (including redeployment and redundancy).

51.3. 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.

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

If:

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

the employer must recognise the representative.

51.5. To facilitate consultation, the Employer shall provide the affected Teachers and the union with a written notice of change advice about the changes. The written notice of change advice 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 Employer shall not be required to disclose confidential information, the disclosure of which would be contrary to the Employer's interests.

51.6. The Employer 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.

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

51.8. Where the Company proposes to change an Employee's roster or ordinary hours of work, the Company must consult with the Employee or Employees affected and their Representatives, if any, about the proposed change.

51.9. The Company must:

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

- 51.9.2. invite the Employee or Employees 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
- 51.9.3. give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- 51.10. The requirement to consult under this clause does not apply where a normal change to subject timetables within the span of hours occurs.
- 51.11. 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, teaching loads need to be reduced the following will apply:
- 51.11.1. Redeployment
- In the first instance, the Director, will attempt to avoid the reduction of Teachers' loads by the redeployment of Teacher/s to other subjects in which they are trained or/and competent to teach.
- 51.12. In the event that Teachers are redirected to other subjects in which they may reasonably claim limited training or competence the Employer 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.
- 51.13. 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.
- 51.14. If reductions in teaching loads are necessary, after redeployment options have been exhausted, these will be achieved with as much notice as possible being provided by the Employer (having regard to either known or reasonably predicted circumstances).
- 51.15. If it has not already done so, the Employer must discuss with Teachers likely to be affected and the union in good time, relevant information including:
- a. the reasons for the proposed reductions
 - b. the steps taken to avoid or minimise the reductions and measures to mitigate
 - c. any adverse effects on the Teachers concerned
 - d. the number and category of workers to be affected and
 - e. the period over which the reductions are intended to be carried out.
- 51.16. In conjunction with or as an alternative to reducing teaching load/s, a Teacher and the Employer may agree to the Teacher taking a specified period of leave without pay.

52. Reduction in teaching load and redeployment

52.1. 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, teaching loads need to be reduced and the employer considers any redundancies may be required the following will apply:

52.1.1. Redeployment

In the first instance, the Director will attempt to avoid the reduction of Teachers' loads by the redeployment of Teacher/s to other subjects in which they are trained or/and competent to teach.

52.2. In the event that Teachers are redirected to other subjects in which they may reasonably claim limited training or competence the Employer 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.

52.3. 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.

52.4. If reductions in teaching loads are necessary, after redeployment options have been exhausted, these will be achieved with as much notice as possible being provided by the Employer (having regard to either known or reasonably predicted circumstances).

52.5. If it has not already done so, the Employer must discuss with Teachers likely to be affected and the union in good time, relevant information including:

- a. the reasons for the proposed reductions
- b. the steps taken to avoid or minimise the reductions and measures to mitigate 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.

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

53. Redundancy and severance pay

53.1. Redundancy occurs where the Employer 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.

53.2. If it has not already done so, the Employer must discuss with Teachers likely to be affected and the union (if requested by an affected Teacher) in good time, relevant information including:

- a. the reasons for the proposed reductions
- b. the steps taken to avoid or minimise the reductions and measures to mitigate 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.

53.3. For the purposes of this clause, the Director acts on behalf of the Employer.

- 53.4. 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 to allow relevant Teachers to volunteer for redundancy.
- 53.5. In the event that the originally declared redundancy situation has not been removed by voluntary redundancy, the Director will identify positions that are redundant and individual Teachers who are to be retrenched. The criteria the Director has used to make this decision will be made known to the affected Teacher(s) and to whom the Teacher(s) may request.
- 53.6. The Director will give not less than stated in clause 10 (Termination of employment), to a Teacher retrenched. Staff retrenched under this clause will be paid severance pay according to the following scale:

Period of continuous service (as defined)	Severance Pay
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

- 53.7. 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 53.6.
- 53.8. The severance pay of part time staff will be calculated pro rata on the basis of their hours at the time of redundancy but will be adjusted to reasonably reflect their time fraction over their period of teaching at MUFY. Further, any staff member who is teaching a reduced load will be paid at their time fraction before the reduction.
- 53.9. The severance payments set out in 53.6 will not be discounted against or reduced by any entitlement the Teacher has to a superannuation or long service leave entitlement.
- 53.10. 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.
- 53.11. The Employer will provide the Teacher with a written statement or pay advice slip detailing how the monetary entitlement on termination is calculated.
- 53.12. This clause shall not apply:
- a. where employment is terminated as a consequence of conduct that justifies summary dismissal
 - b. to Teachers engaged as casual relief Teachers

PART 7 ETHICAL AND PROFESSIONAL CONDUCT

54. Unsatisfactory performance

54.1. This clause does not apply to probationary Teachers or to casual relief Teachers.

54.2. If the Employer is not satisfied with the performance of a Teacher, due process may commence.

54.3. Due process will commence with the Employer advising the Teacher in writing of:

- a. the Employer's concerns with the Teacher's performance
- b. the time, date and place of the first due process meeting
- c. the Teacher's rights to be accompanied by a representative of the Teacher's choice at all due process meetings
- d. The Employer's right to terminate the employment should due process not resolve the Employer's concerns within a period agreed to by both parties at the first due process meeting.

54.4. Due process meetings will:

- a. include discussion of the Employer's concerns with the Teacher's performance
- b. give the Teacher an opportunity to respond to the Employer's concerns
- c. give the Teacher a clear indication of the Employer's expectations
- d. include discussion of any counselling or assistance, as appropriate, available to the Teacher
- e. include documentation, where appropriate
- f. set periods of review, as appropriate.

54.5. At the conclusion of due process, the Employer will provide the Teacher with written notice of the outcome of due process and if the Employer's decision is to terminate the employment of a Teacher, the Employer must give notice in accordance with clause 10 (Termination of employment) of this Agreement.

55. Misconduct

55.1. This clause does not apply to probationary Teachers or Teachers engaged on a casual basis.

55.2. In the case of an allegation of serious misconduct and subject to sub-clause 54.3, 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:

- a. the suspension is on full pay
- b. written notification of the suspension, including the grounds for suspension is provided to the Teacher within one (1) working day of the suspension
- c. the Teacher will not have access to their work place, except with the knowledge and approval of the Director and only for the purpose of preparing any case under this clause.

55.3. Notwithstanding the provisions of this clause, the employment of any Teacher may be terminated without notice (summary dismissal) by the Employer for serious and willful 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.

- 55.4. Where termination of employment may take place for reasons related to unsatisfactory conduct, the Employer will investigate the alleged misconduct, provide the Teacher with an opportunity to respond to the allegations and take disciplinary action deemed appropriate.
- 55.5. 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.
- 55.6. Disciplinary action may include any of the following:
- a. a written warning or reprimand
 - b. formal censure or counselling
 - c. reassignment of duties including a positions of responsibility
 - d. cessation of position of responsibility
 - e. reduction in salary including allowances such as positions of responsibility
 - f. reduction in classification
 - g. termination of employment

56. Criminal charges pending

- 56.1. Teachers are required to inform the Director or delegate 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.

PART 8 HEALTH AND SAFETY

57. Medical examination

- 57.1. The Employer has a responsibility to all its Teachers for their health and safety in the workplace.
- 57.2. Should the Employer have cause to believe that a Teacher's fitness to safely and competently perform their duties is adversely affected by a medical condition, it may require the Teacher to undergo a medical examination in accordance with the provisions of this clause.
- 57.3. The Director may, with reasonable notice, require any Teacher whose capacity to perform their duties is in doubt to undergo a medical examination, by a medical practitioner chosen by mutual agreement.
- 57.4. 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.
- 57.5. The Employer will pay for the cost of the medical examination, but not for any related or subsequent examinations or treatment.
- 57.6. Teachers of Chemistry or Biology shall be entitled upon request, to one medical examination per year with a qualified medical practitioner of the employee's choice. The cost of such examination,

excluding any related or subsequent examinations or treatment, shall be met by the Employer. The Employer will not be privy to a copy of the medical practitioner's report.

58. Occupational welfare

58.1. Where, in the opinion of the Employer, and on the advice of a health professional, or in the opinion of the Teacher:

- a. stress, including personal or relationship problems;
- b. health concerns; and/or
- c. 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 persons in the Employer community (including students), the Teacher may make application to, or the Director or their delegate may direct that the Teacher, take leave with or without pay to undertake an approved rehabilitation or counselling program.

58.2. A Teacher directed by the Employer 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.

58.3. In determining whether leave is to be taken, the Employer may take into account the amount of accrued leave available to the Teacher.

58.4. Where leave has been granted, failure to undertake the approved rehabilitation or counselling program may result in the Employer seeking recourse to relevant provisions of this Agreement as an alternative remedy to the situation.

58.5. Where leave has been granted, and whilst the Teacher is undertaking the approved rehabilitation or counselling program, the Employer will not seek recourse to the misconduct or unsatisfactory performance provisions of this Agreement in respect of matters known at the time the leave was granted.

PART 9 OTHER MATTERS

59. Anti discrimination

59.1. The parties to this Agreement agree that:

- a. it is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin
- b. any dispute concerning these provisions and their operation will be dealt with in accordance with clause 7 of the Agreement and
- c. nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation.

59.2. The Employer is committed to ensure that workplace diversity principles are fully integrated into all of its activities, management practices, policies and procedures.

59.3. Nothing in this Agreement prevents a Teacher from exercising their rights under relevant anti-discrimination legislation should they choose.

60. Repatriation (war service) sick leave

60.1. Leave shall be granted to Teachers to attend repatriation clinics and/or be admitted to repatriation hospitals. The maximum leave for these purposes will be fifteen (15) days per annum which if not taken, shall accumulate to a maximum of one hundred and fifty (150) days.

60.2. The conditions of granting this leave are that absences must be supported by medical evidence and the illness or injury certified as being due to war service.

60.3. Leave under the sub clause shall be in addition to the sick leave entitlement in clause 30 (Personal leave).

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of
MONASH COLLEGE PTY LTD

.....
Signature

19/9/16
.....
date

Jo Mithen, CEO
.....
Name and Title (print)

in the presence of:

.....
Signature

19/9/16
.....
date

TJ Wong
.....
Name (print)

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

.....
Signature

20/9/16
.....
date

DEBRA JAMES
.....
Name and Title (print) GENERAL SECRETARY

in the presence of:

.....
Signature

20.9.16
.....
date

DENIS MATSON
.....
Name (print)

SCHEDULE 1 TEACHER AND TEACHER LIBRARIAN SALARIES

Inclusive of Leave Loading

Teacher / Teacher Librarian Level		Upon successful Teacher ballot	Leave Loading Component	At 1 April 2017	Leave Loading Component	At 1 October 2017	Leave Loading Component	At 1 April 2018	Leave Loading Component	At 1 October 2018	Leave Loading Component
		3.25%	(17.5%)	1.25%	(17.5%)	2%	(17.5%)	1.25%	(17.5%)	2%	(17.5%)
Band A Teacher	A-1	\$68,651	\$912	\$69,509	\$923	\$70,899	\$942	\$71,785	\$953	\$73,221	\$972
	A-2	\$70,994	\$943	\$71,881	\$954	\$73,319	\$974	\$74,235	\$986	\$75,720	\$1,005
	A-3	\$74,375	\$988	\$75,305	\$1,000	\$76,811	\$1,020	\$77,771	\$1,033	\$79,326	\$1,054
Band B Teacher	B-1	\$77,752	\$1,033	\$78,724	\$1,045	\$80,299	\$1,066	\$81,303	\$1,080	\$82,929	\$1,101
	B-2	\$81,132	\$1,078	\$82,146	\$1,091	\$83,789	\$1,113	\$84,836	\$1,127	\$86,533	\$1,150
	B-3	\$84,510	\$1,122	\$85,567	\$1,136	\$87,278	\$1,159	\$88,369	\$1,174	\$90,136	\$1,197
	B-4	\$87,248	\$1,158	\$88,339	\$1,173	\$90,106	\$1,196	\$91,232	\$1,211	\$93,057	\$1,236
	B-5	\$89,990	\$1,196	\$91,114	\$1,211	\$92,937	\$1,235	\$94,098	\$1,250	\$95,980	\$1,275
Band C Teacher	C-1	\$91,473	\$1,215	\$92,617	\$1,230	\$94,469	\$1,255	\$95,650	\$1,271	\$97,563	\$1,296
	C-2	\$93,991	\$1,248	\$95,165	\$1,264	\$97,069	\$1,289	\$98,282	\$1,305	\$100,248	\$1,331
	C-3	\$99,462	\$1,322	\$100,705	\$1,338	\$102,719	\$1,365	\$104,003	\$1,382	\$106,083	\$1,410

MUFY Teacher/Teacher librarian classification structure

The MUFY Teacher/Teacher librarian 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 and 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 MUFY 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 company 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 company 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.

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 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 (1) year of experience equates to one (1) 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 (1) year of experience equates to one (1) 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 (2) years of experience equates to one (1) 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 (2) years of experience equates to one (1) 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 (1) year of full time experience.
- A Teacher is required to provide reasonable evidence of casual teaching experience. If the company 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/Teacher librarian rates ¹

Engaged pursuant to clause 8.8

Engagement	1 April 2016	1 April 2017	1 April 2018
Half day	\$179.41	\$185.24	\$191.26
Full day	\$358.85	\$370.51	\$382.55

¹ (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 coordinator 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.

Positions of Responsibility will be fixed term in nature and will usually be required for a maximum period of three (3) years.

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 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 generally 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 are generally required to participate in the development and monitoring of budgets. Positions at this level are generally expected to lead change from identifying areas for improvement and implement improvements with their team. Positions at this level will have responsibility for supervision of teams and will have performance management responsibility.

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*:

	Allowance (p.a.) as at 2016	Allowance (p.a.) as at 2017	Allowance (p.a.) as at 2018
POR1 (3%)	\$2,984	\$3,081	\$3,181
POR2 (6%)	\$5,968	\$6,162	\$6,362
POR3 (9%)	\$8,952	\$9,243	\$9,543

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 Statement that outlines the key activities and accountabilities of the role
- A guide to how time release is calculated
- A set of descriptors linked to the Position of Responsibility criteria to guide classification of the role

SCHEDULE 3 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 1 The Employer and a Teacher may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. the agreement deals with one (1) or more of the following matters:
 - i. arrangements about when work is performed
 - ii. allowances
 - iii. leave loading.
 - b. the arrangement meets the genuine needs of the Employer and Teacher in relation to one (1) or more of the matters mentioned in paragraph a. and
 - c. the arrangement is genuinely agreed to by the Employer and Teacher. A Teacher may have the assistance of a representative of their choice in discussions with the Employer about an individual flexibility agreement.
- 2 The Employer must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the FW Act 2009 and
 - b. are not unlawful terms under section 194 of the FW Act 2009 and
 - c. result in the Teacher being better off overall than the Teacher would be if no arrangement was made.
- 3 The Employer must ensure that the individual flexibility arrangement:
 - a. is in writing and
 - b. includes the name of the Employer and Teacher
 - c. include details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement and
 - ii. how the arrangement will vary the effect of the terms and
 - iii. 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.
- 4 The Employer must give the Teacher a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5 The Employer or Teacher may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement or
 - b. if the Employer and Teacher agree in writing — at any time.

SCHEDULE 4 KEY RESPONSIBILITIES & DUTIES - TEACHER/TEACHER LIBRARIAN

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 MUFY shall be responsible for the following:

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

Teacher librarians

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

Teacher librarians at MUFY shall be responsible for the following:

- 1 learning environment - engage and challenge learners within a supportive, information rich learning environment
- 2 learning and teaching - collaboratively plan and resource curriculum programs which incorporate transferable information literacy and literature outcomes
- 3 library and information services management - provide exemplary library and information services consistent with national standards
- 4 evaluation - evaluate student learning and library programs and services to inform professional practice
- 5 teaching the prescribed MUFY curriculum using, where appropriate, a range of educational technologies to facilitate motivation, enjoyment and learning for each student
- 6 be responsible for a home group and actively participate in the MUFY pastoral program
- 7 actively engaging in continuing professional development and mentoring of beginner Teachers
- 8 actively participating in staff meetings, parent/Teacher meetings, events, excursions
- 9 participating and contributing with other Teachers in the development, implementation and evaluation of MUFY curriculum and policy
- 10 identifying and addressing areas of need for individual students, liaising where necessary with relevant staff
- 11 planning, monitoring, evaluating and reporting on student progress to other Teachers and parents via written reports and parent/Teacher/student interview.