



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Kardinia International College (Geelong) Ltd
(AG2019/2963)

KARDINIA INTERNATIONAL COLLEGE ENTERPRISE AGREEMENT 2019

Educational services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 2 SEPTEMBER 2019

Application for approval of the Kardinia International College Enterprise Agreement 2019

[1] Kardinia International College (Geelong) Ltd has made an application for approval of an enterprise agreement known as the *Kardinia International College Enterprise Agreement 2019* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval have been met.

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

[4] The Agreement was approved on 2 September 2019 and, in accordance with s 54, will operate from 9 September 2019. The nominal expiry date of the Agreement is 2 September 2023.



DEPUTY PRESIDENT

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KARDINIA INTERNATIONAL COLLEGE

**ENTERPRISE
AGREEMENT
2019**



PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement shall be known as the *Kardinia International College Enterprise Agreement 2019* Agreement) and is a Single Enterprise Agreement made pursuant to Section 172(2) of the *Fair Work Act 2009* (Cth).

2. ARRANGEMENT

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3. TERM AND RELATIONSHIP TO NES AND AWARDS

- 3.1** This Agreement will commence to operate on the seventh day after approval by the Fair Work Commission and its nominal expiry date will be four years after the date of approval.
- 3.2** This Agreement operates to the complete exclusion of all Awards which would otherwise apply to any of the Employees covered by this Agreement.
- 3.3** The National Employment Standards (NES) are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement provides ancillary or supplementary terms in respect to the NES. Nothing in this Agreement will operate to provide a lesser entitlement for employees in a particular respect than that provided by the NES, except as permitted by the NES.
- 3.4** The parties will make no further claims in respect of matters dealt with by this Agreement which will have effect prior to the nominal expiry date of the Agreement.
- 3.5** **Salary increases**

This Agreement provides for a salary increase to be operative from the first pay period commencing on or after 1 February 2020. After this date, the Employer agrees to at least match the higher of the annual percentage increase to the salaries paid to Teachers in Victorian Government schools and Victorian Catholic schools.

4. COVERAGE

- 4.1** This Agreement shall cover:
- (a) Kardinia International College (Geelong) Ltd (the Employer);
 - (b) the Employees of Kardinia International College (Geelong) Ltd save Employees holding the positions of Principal, Deputy Principal, Head of Senior School, Head of Junior School, Director of Finance and Administration, Japanese Liaison Officer and Caretakers (the Employees);
 - (c) the Independent Education Union Victoria Tasmania.
- 4.2** This Agreement does not cover:
- (a) Employees engaged as instructional services employees;
 - (b) apprentices.

5. DEFINITIONS

- 5.1** "Casual Relieving Teacher" means a casual Teacher employed under the notification provisions of clause 20.3, or a Teacher who exceeded the duration of employment limits placed on casual Teachers in clauses 32.2(e).
- 5.2** "Employee" shall mean any person employed by the Employer who is employed to perform work of a kind described in the classifications contained in this Agreement.
- 5.3** "Employer" shall mean Kardinia International College (Geelong) Ltd.
- 5.4** "Enrolment" in respect of a particular year, means enrolment as at the Commonwealth Government's mid-year census in the preceding year.
- 5.5** "Experience in relation to a registered teacher" means teaching experience after achieving the qualifications necessary for registration as a teacher with the Victorian Institute of Teaching.
- 5.6** "FW Act" means the *Fair Work Act 2009* (Cth) (or successor).

- 5.7 "FWC" means Fair Work Commission (or successor).
- 5.8 "Primary class" means any class from Foundation Year through to Year 6, inclusive.
- 5.9 "VRQA" means the Victorian Regulation and Qualifications Authority means the body or its successor established under the *Education and Training Reform Act 2006* (Vic) (or successor)
- 5.10 "Registered Teacher" means a teacher who is registered by the Victorian Institute of Teaching pursuant to the *Education and Training Reform Act 2006* (Vic) (or successor).
- 5.11 "School Term" means such periods as determined by Kardinia International College from year to year. School Terms will at no time be more than the equivalent periods determined by the Victorian Government – from year to year.
- 5.12 "School Year" means the period from the commencement of the first day of the Kardinia International College School Year in one year to the day prior to the commencement of the first day of the Kardinia International College School Year in the next year as determined by Kardinia International College from year to year. A School Year will at no time be more than the equivalent period determined by the Victorian Government from year to year.
- 5.13 "Secondary class" means any class from Year 7 through to Year 12, inclusive.
- 5.14 "Union" means the Independent Education Union Victoria Tasmania.
- 5.15 "Weekly Wage" means the annual salary as specified in the schedules to this Agreement divided by 52.18.
- 5.16 "Non Attendance Time" means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian Government for Victorian Government Teachers, less 4 weeks' annual leave.

PART 2 – GENERAL CONDITIONS OF EMPLOYMENT

6. ACCIDENT MAKE UP PAY

6.1 Entitlement to accident make-up pay

- (a) Subject to clauses 6.1(b) and 6.1(c), where an Employee becomes entitled to compensation payments under the *Workplace Injury Rehabilitation & Compensation Act 2013* (Vic), (WIRCA) the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:
- (i) the amount of compensation payable under the WIRCA and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and
 - (ii) the amount that would have been payable under the Agreement (including the Employee's entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.
- (b) Subject to clause 6.1(c), accident make-up pay will be paid for a maximum of 26 weeks, inclusive of school holidays, in respect of the same injury.
- (c) Accident make-up pay under this Agreement will be paid only while an employee continues to receive compensation under the WIRCA.

6.2 Accident make-up pay not payable

Accident make-up pay will not be payable:

- (a) if the Employee is on any form of paid leave; or
- (b) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the Employee had been employed for less than four (4) weeks.

6.3 Eligibility for accident make-up pay

In order for an Employee to be eligible for accident make-up pay in accordance with clause 6.1:

- (a) the Employee or a representative of the Employee must give notice in writing of the injury to the Employer as soon as practicable;
- (b) the Employee must provide written evidence of the injury from time to time as required by the Employer during the period of payment;
- (c) the Employee must advise the Employer, in writing, of any civil action or claim for damages the Employer may make;
- (d) the Employee must attend medical examinations by a legally qualified medical practitioner, provided and paid for by the Employer, as required by the Employer in accordance with the relevant Act; and
- (e) the Employee must authorise the Employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

6.4 Accident make-up pay ceases

An Employee will cease to be entitled to accident make-up pay if any of the following occur:

- (a) there is a redemption by the Employee of weekly compensation payments by the payment of a lump sum benefit under the WIRCA;
- (b) the Employee's employment with the Employer is terminated due to serious misconduct by the Employee;
- (c) the Employee resigns; or
- (d) the Employee dies.

7. ANNUAL LEAVE, SCHOOL HOLIDAY PAY AND LEAVE LOADING

7.1 Annual leave

- (a)** A Category A School Officer, and a Category A or D School Services Officer is entitled to four weeks' paid annual leave per year of service determined in accordance with clause 22 (Service Continuity). Annual leave may be taken as agreed with the Employer.
- (b)** An Employee with an entitlement pursuant to clause 7.1(a) of this Agreement may elect, with the consent of the Employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
- (c)** A Category A School Officer, and a Category A or D School Services Officer who suffers personal ill health or injury whilst on annual leave is entitled to have an equivalent period of annual leave re-credited and the same period of accrued personal leave deducted provided that the Employee provides a medical certificate or statutory declaration as soon as practicable.
- (d) Accrued leave**
 - (i)** To assist Employees in balancing their work and family responsibilities, an Employee with an entitlement to four weeks' annual leave may elect to accrue and carry forward any amount of annual leave for a period of two years from the date of entitlement.
 - (ii)** If an Employee carries over leave and the two year carry-over period ends, then the Employer may with the provision of reasonable notice, direct the Employee to take leave as long as that direction is reasonable.
- (e)** With the consent of the Employer, annual leave may be:
 - (i)** taken in two or more separate periods; and/or
 - (ii)** taken in advance, provided that where a workplace is closed, the Employee may choose to take the period of closure as either leave without pay or annual leave in advance.
- (f)** Where the Employee requests payment in advance for the period of the annual leave, payment shall be made in advance, provided that at least four weeks' notice is given to the Employer.

7.2 Pro rata payment in lieu of accrued annual leave

- (a)** A Category A School Officer and a Category A or D School Services Officer is entitled to a pro-rata payment of accrued annual leave on termination of employment.
- (b)** A pro-rata entitlement to annual leave for the current year of employment shall be calculated on the following basis:

$$\frac{\text{Number of weeks worked}}{48} \times 4 \times \text{Employee's weekly rate of pay}$$

from which result shall be deducted any amount of already paid for annual leave for that year.

- (c)** In addition to any payment calculated in clause 7.2(b), any other accrued annual leave for previous years shall be paid out as well.

7.3 School holiday pay

- (a)** Subject to clause 7.4, a Category B School Officer and Category B School Services Officer is entitled to school holidays without deduction of pay. Such Employees will be deemed to have taken any entitlement to four weeks' annual leave during their paid school holidays.

- (b) Subject to clause 7.4, a Category C School Officer and Category C School Services Officer are entitled to 7 weeks of the school holidays without deduction of pay and will be deemed to have taken any entitlement to four weeks' annual leave during this period.

7.4 Pro-rata school holiday pay

- (a) A Category B School Officer and a Category B School Services Officer, has a pro-rata entitlement to school holidays without deduction of pay and will be deemed to have taken any entitlement to annual leave during this period and a Category C School Officer and a Category C School Services Officer has a pro-rata entitlement to seven weeks of the school holidays without deduction of pay and will be deemed to have taken any entitlement to annual leave during this period where:

- (i) an Employee is employed for less than the school year and/or
- (ii) an Employee is absent on approved unpaid leave in excess of fifteen days during the school year.

- (b) Pro-rata school holiday pay shall be calculated on the following basis:

- (i) Category B School Officer, Category B School Services Officer:

$$\frac{\text{Number of weeks worked}}{38} \times 14 \times \text{Employee's weekly rate of pay}$$

from which result shall be deducted the amount already paid for school term holidays.

- (ii) Category C School Officer or Category C School Services Officer:

$$\frac{\text{Number of weeks worked}}{45} \times 7 \times \text{Employee's weekly rate of pay}$$

from which result shall be deducted the amount already paid for school term holidays.

- (iii) For the purposes of this clause a working week is any week in the school year, as defined, regardless of the number of working days in that week.

7.5 Variation of hours or nature of employment

(a) Variation of hours of part-time employment

If during a year, the number of hours of a part-time Employee are changed, there shall be a proportionate adjustment to amounts payable under clauses 7.1, 7.3 and 7.6.

(b) Variation of full-time/part-time employment

If during a year, an Employee changes from part-time to full-time or vice-versa, then at the time of such variation all entitlements under clauses 7.1, 7.3 and 7.6 shall be calculated and paid. At the request of the Employee, such payment may be withheld until either the time at which the Employee takes annual leave or school holidays, or his or her employment is terminated.

7.6 Leave loading

- (a) An Employee who has an entitlement to paid annual leave or school holiday pay in accordance with clauses 7.1(a), 7.1(b), 7.3(a) or 7.3(b), shall receive a loading of 17.5% calculated on 4 weeks of the employee's weekly rate of pay.

- (b) The leave loading shall be paid no later than the pay fortnight prior to the end of the School Year, or at the time of termination of employment.

(c) An Employee who has an entitlement to a pro-rata period of leave or pro-rata school holiday pay shall be entitled to a pro-rata leave loading calculated on the following basis:

(i) Category A School Officer, Category A and D School Services Officer:

$$\frac{\text{number of weeks worked} \times 4 \times 17.5\% \times \text{Employee's weekly rate of pay}}{48}$$

(ii) Teacher, Category B School Officer, Category C School Services Officer:

$$\frac{\text{number of weeks worked} \times 4 \times 17.5\% \times \text{Employee's weekly rate of pay}}{38}$$

(iii) Category C School Officer and Category C School Services Officer:

$$\frac{\text{number of weeks worked} \times 4 \times 17.5\% \times \text{Employee's weekly rate of pay}}{45}$$

7.7 Casual employees

A casual Employee shall not be entitled to paid annual leave or school holidays or to leave loading.

7.8 Employee's weekly rate of pay

The Employee's weekly rate of pay for all purposes of this clause shall be the rate applicable to that Employee on 1 December of that year or at the date of termination of employment.

7.9 Cashing out of untaken annual leave

(a) A Category A and C School Officer or School Services Officer is entitled to forgo an entitlement to take an amount of annual leave credited to the employee by an employer provided:

- (i) the Employee gives the Employer a written election to forgo the amount of annual leave; and
- (ii) the Employee shall be entitled to receive pay in lieu of the amount of annual leave at a rate that is no less than the amount that the Employee would have been paid had they taken the leave that has been forgone; and
- (iii) the Employer authorises the Employee to forgo the amount of annual leave and this authorisation and election is recorded on the Employee's record.

Note: If, under this paragraph, an Employee forgoes an entitlement to take an amount of annual leave, the Employee's Employer may deduct that amount from the amount of accrued annual leave credited to the Employee.

(b) An Employee is not entitled to cash out annual leave if the cashing out would result in the Employee's remaining accrued leave entitlement being less than 4 weeks.

8. BREAKAGES AND LOSS

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

9. CONTRACT OF EMPLOYMENT

9.1 General provisions

Subject to clause 24 (Termination of Employment) and clauses 9.3 and 9.4 herein, employment under this Agreement shall be of an on-going nature, except for casual employees or where employment is for a specific period of time.

9.2 Letter of appointment

Upon engagement, each employee shall be given a letter of appointment.

9.3 Employment for a specified period of time

- (a) Without limiting the generality of the following, in normal circumstances, employment for a specified period of time will only occur:
- (i) when the position to which the Employee is appointed is to undertake a specific project for which funding has been made available to the Employer for a specified period of time;
 - (ii) when the Employee is employed to undertake a specific task, which has a limited period of operation;
 - (iii) when the Employee is employed for a specified period of time to replace an Employee who is absent on approved leave;
 - (iv) when the Employee is employed for a specified period of time to replace an Employee whose employment has terminated after the commencement of the School Year and the demands of the program or organisation of the workplace require the employment of a person for a specific period of time, provided that the period of appointment must not exceed the end of that School Year;
 - (v) when the Employer has good reason to believe that, should the Employee not be employed for a specified period of time, then a redundancy situation will arise, and provided that the period of appointment must not exceed the end of that School Year.
- (b) The Employer shall provide in the letter of appointment, for Employees covered by fixed term appointments, the reason for the employment being of fixed term duration and the date of commencement and the date of cessation of employment.
- (c) On application, after three school years, on a series of fixed term Appointments, an Employee will be given preference for any appropriate vacancy in that school, all other things being equal.

9.4 Advertisement of vacant positions

- (a) Whenever a vacancy arises for an ongoing full time position, an ongoing part time position, or a fixed term contract position exceeding two terms or six months, whichever is longer, the said position will be advertised, at least internally within Kardinia International College.
- (b) Clause 9.4(a) does not apply to an extension to an existing fixed term contract position or to a fixed term contract due to granting a flexible working arrangement.

9.5 Abandonment of employment

- (a) If an Employee has been absent from work for a continuous period exceeding five working days where the Employee:
- (i) has no entitlement to leave for the absence; or
 - (ii) does not have the consent of the Employer and has not notified the Employer of the absence, then the Employer shall have the right to commence the Abandonment of Employment procedure as noted below.

(b) Procedure Step 1

The Employer sends, by certified mail to the last known address of the Employee, a letter which:

- (i) states that the Employee is absent without permission from the date of the last required attendance; and
- (ii) advises that if the Employee, or an authorised representative of the Employee, does not contact the Employer in writing within ten days of receipt of the notice providing an explanation for the absence or if the Employee does not return to duty, then the Employee will be deemed to have abandoned his or her employment.

(c) Procedure Step 2

If the Employee, or authorised representative of the Employee, does not comply with the requirements in clause 9.5(b)(ii), the Employer shall have the right to advise the Employee in writing that the Employee's employment has been deemed to have been abandoned with effect from the later of:

- (i) the date of the last attendance of the Employee at work; or
- (ii) the last day in respect of which consent for absence was granted; or
- (iii) the date of the last absence in respect of which notification was given to the Employer;

9.6 Caring responsibilities: Casual Employees

- (a) Subject to the evidentiary and notice requirements in clauses 13.6(d)(ii) and (iii), casual Employees are entitled to not be available to attend work or to leave work:
 - (i) if they need to care for members of their immediate family or household who are ill or injured and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.
- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (c) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.
- (d) For the purposes only of this clause and by reason only of the method of, and restrictions on, the length of engagement provided for elsewhere in this agreement an Emergency Teacher is not a casual Employee.

9.7 Employer / Employee flexibility arrangement

- (a) The Employer and an Employee covered by this Agreement may agree to make an individual arrangement to vary the effect of terms of the Agreement if:
 - (i) the agreement deals with one or more of the following matters:
 - a. arrangement about when work is performed
 - b. overtime rates
 - c. penalty rates
 - d. allowances
 - e. leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned in paragraph (a)(i); and
 - (iii) the arrangement is genuinely agreed to by the Employer and Employee.
- (b) An Employee is entitled to a representative of their choice for the purposes of negotiating a flexible agreement under the terms of this clause.
- (c) The Employer and Employee must have genuinely made the agreement without coercion or duress.
- (d) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the FW Act; and
 - (ii) are not unlawful terms under section 194 of the FW Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- (e) The agreement between the Employer and the individual Employee must:
 - (i) be confined to a variation in the application of one or more of the terms listed in clause 9.7(a); and
 - (ii) result in the Employee being better off overall than the Employee would have been if no flexibility agreement had been agreed to.
- (f) The Employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the names of the Employer and the Employee and;
 - (iii) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - a. the terms of the Agreement that will be varied by the arrangement; and
 - b. how the arrangement will vary the effects of the terms; and
 - c. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (g) The Employer must give the individual Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (h) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing – at any time.

10. GRIEVANCE PROCEDURE

- 10.1** If a dispute relates to:
- (a) a matter arising under this Agreement;
 - (b) the National Employment Standards; or
 - (c) any other work related matter;
- this clause sets out the procedures to settle the dispute.
- 10.2** An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussion between the Employee or Employees and the relevant supervisors and or management. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 10.4** The FWC may deal with a dispute in 2 stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then;
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
 - (c) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.
- 10.5** While the parties are trying to resolve a dispute using the procedures in clause 10.4 above, work shall continue normally in accordance with the custom or practice existing before the grievance arose, unless either party has a reasonable concern about an imminent risk to health or safety.
- 10.6** No party shall be prejudiced as to the final settlement by the continuance of work.

11. DUE PROCESS

11.1 Concerns about conduct or performance

- (a) Where the Employer has concerns with the conduct or performance of an Employee shall in the first instance hold discussions with the relevant Employee. A record of these discussions shall be held. The Employee shall have the right to be accompanied by a nominee of the Employee in these discussions.
- (b) Should the Employer still hold concerns regarding the Employee's performance or conduct, following the discussions outlined above, the Employer may initiate Due Process as outlined below

11.2 Instigating the Due Process

To instigate Due Process the Employer or the Principal/Employer's nominee shall advise the Employee in writing of:

- (a) the Employer's concern about the Employee's conduct or performance;
- (b) the proposed time, date and place of the Initial Meeting of the Due Process.
- (c) the period of the Due Process, stating the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline;
- (d) the forms of assistance and counselling as appropriate that will be provided by the Employer to help the Employee address and overcome the Employer's concerns.

11.3 The Initial Meeting

- (a) At the Initial Meeting:
 - (i) the Employee shall be given an opportunity to seek clarification of any points raised in the Employer's letter and to respond to the concerns raised; and
 - (ii) there shall be an attempt to reach agreement regarding the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline.
- (b) The Employee shall have the right to be accompanied by a nominee of the Employee at this Initial Meeting and subsequent review meetings.

11.4 Review Meetings

At the review meetings during the period of Due Process:

- (a) the Employee shall demonstrate how the concerns of the Employer are being addressed; and
- (b) the Employer shall provide advice to the Employee as to the progress of the Employee in addressing the concerns.

11.5 Concluding the Due Process

- (a) At the end of the timeline, the Employer shall advise the Employee in writing as to whether:
 - (i) the Employer's concerns have been satisfactorily addressed; and
 - (ii) whether sufficient progress has been made to conclude the Due Process, or whether the Employer intends to extend the period of the Due Process.
- (b) Following the conclusion of the Due Process, if the Employer's intended course of action is to terminate the employment of the Employee, clause 24 of the Agreement applies.

12. WORK ORGANISATION

- 12.1** An Employer may direct an Employee to carry out such duties as are reasonable within the limits of the Employee's skill, competence and training, consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.
- 12.2** An Employer may direct an Employee to carry out such duties and use such equipment as may be required, provided that the Employee has been properly trained in the use of such equipment (where relevant).
- 12.3** Any direction issued by an Employer pursuant to clauses 12.1 and 12.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

13. LEAVE

13.1 Examinations

An Employee shall be entitled to leave with pay to attend compulsory examinations in courses of study relevant to the Employee's classification under this Agreement.

13.2 Degrees and diplomas

An Employee shall be entitled to leave with pay for the purposes of having an appropriate degree/diploma or other approved qualification conferred on him or her in courses of study relevant to the Employee/s classification under this Agreement.

13.3 Infectious diseases

An Employee shall be entitled to leave with pay when the Employee contracts one of the following infectious diseases through a contact in the workplace and where the Principal/Employer is satisfied that the disease is prevalent in the workplace: German measles, chicken pox, measles, mumps, glandular fever, scarlet fever, whooping cough, rheumatic fever, hepatitis or any other prescribed infectious disease other than poliomyelitis, pulmonary tuberculosis or infectious hepatitis. The Employee must produce a medical certificate which specifically names the disease and the Employee shall request in writing that the leave not be debited against personal leave.

13.4 Jury service

- (a) An Employee required under the *Juries Act 2000 (Vic)* to appear and serve as a juror in any court shall be entitled to be granted leave with pay for the period during which attendance at court is required.
- (b) An Employee must provide written proof to the Employer of the requirement to attend for jury service and an estimate of the duration of the absence from duty if given by the court.
- (c) Any payments made to the Employee by Court Authorities with respect to jury service by way of a prescribed rate of remuneration but excluding allowances shall be reimbursed to the Employer.

13.5 Community service

- (a) An Employee who engages in a voluntary community service or emergency management activity under the FW Act, is entitled to be absent from their employment for a period if:
- (i) the period consists of one or more of the following:
 - a. time when the Employee is engaged in the activity,
 - b. reasonable travelling time associated with the activity,
 - c. reasonable rest time immediately following the activity; and
 - (ii) the Employee's absence is reasonable in all the circumstances
- (b) In addition to an Employee's entitlement under clause 13.5(a), an Employee, other than a Casual Employee, is entitled to up to three days paid leave on each occasion for which the Employee is absent from their employment in accordance with clause 13.5(a).
- (c) An Employee must give their Employer notice of the taking of leave under this clause by the Employee. The notice:
- (i) must be given to the Employer as soon as practicable; and
 - (ii) must advise the Employer of the period, or expected period, of the leave.
- (d) An Employee who has given their Employer notice of taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken because the Employee is engaging in a community service or emergency management activity under the FW Act.

13.6 Personal leave – general provisions

The provisions of this clause apply to full-time and regular part-time Employees but do not apply to casual Employees. The entitlements of casual employees are set out in clause 9.6.

- (a) Amount of paid personal leave
- (i) Paid personal leave will be available to an Employee, when they are absent due to:
 - a. personal illness or injury (sick leave); or
 - b. caring for an immediate family or household member who is ill or injured and requires the Employee's care or support, or who requires the Employee's care or support due to an unexpected emergency (carer's leave).
 - (ii) Personal leave of 15 days, or 114 hours, will be available in the first and subsequent years of service. Part time Employees will receive pro rata entitlement.
 - (iii) In any year, unused personal leave accrues at the rate of the lesser of:
 - a. fifteen days' personal leave per year less the amount of personal leave taken from the current year's personal leave entitlement in that year; or
 - b. the balance of that year's unused personal leave.
- (b) Immediate family or household
- (i) The entitlement to use personal leave for the purposes of carer's leave is subject to the person being either:
 - a. a member of the Employee's immediate family; or
 - b. a member of the Employee's household.
 - (ii) The term "immediate family" includes:
 - a. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee who lives with (or has lived with) the Employee as his or her husband or wife on a bona fide domestic basis; and

- b. a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

(c) Personal leave for personal illness or injury (sick leave)

An Employee shall be entitled to leave with pay when unable to perform duties because of personal ill health or accident provided that:

- (i) at the commencement of employment, a full-time Employee shall be entitled to fifteen days of personal leave, except where such an Employee commences at a day other than the first day of the School Year, in which case such an Employee shall receive a pro-rata entitlement;
- (ii) a full-time Employee shall have fifteen personal leave days added to their entitlement at the beginning of each School Year;
- (iii) part-time Employees have a pro-rata entitlement to these fifteen personal leave days calculated in hours per annum:
entitlement per annum = hours employed per week x 3
- (iv) any unused personal leave is fully cumulative.
- (v) Employees on fixed term appointments have a pro-rata entitlement to 15 personal leave days, calculated as a proportion of the term of the contract to a full year's employment.
- (vi) the Employer shall deduct from the Employee's personal leave credit to the limit of the credit available;
 - a. any days or part days for full-time Employees; and
 - b. any hours for part-time Employees, when the Employee has been absent.
- (vii) the Employee shall produce a certificate from a registered health practitioner or other evidence satisfactory to the Employer for:
 - a. any absence of more than two consecutive working days;
 - b. any absences where the number of days already taken without the production of a certificate from a registered health practitioner exceeds five working days in the one school year (as defined);
 - c. any absence on the week day immediately before or immediately after a public holiday so long as that week day is a working day.
- (viii) during an extended period of paid personal leave, an Employee may be required to produce a medical certificate every 28 days.
- (ix) the Employee shall not be entitled to paid personal leave:
 - a. where personal leave credits are exhausted; or
 - b. unless that Employee, or the authorised representative of the Employee, within at least two hours after the normal commencement time of that Employee, or as soon as reasonably practicable after that time, notifies the Employer of the Employee's inability to attend for duty and the estimated duration of the absence.
- (x) an Employee who is unable to perform duties because of personal ill health or injury, and where paid personal leave credits have been exhausted, shall be entitled to unpaid personal leave. This entitlement is subject to the production at least each 28 days of a certificate of a legally qualified medical practitioner or other evidence satisfactory to the Employer.

(d) Personal leave to care for an immediate family or household member (carer's leave)

- (i) Subject to clause 13.6(d)(ii) and (iii), an Employee is entitled to use personal leave each year to care for members of their immediate family or household (as defined in clause 13.6(b) who are ill or injured and require care or support or who require care or support due to an unexpected emergency.
- (ii) Evidence supporting claim

The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness or injury of the person concerned and that the Employee is responsible for the care of the person concerned.

(iii) Employee must give notice

The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence as soon as practicable (which may be at a time after the leave has started).

(iv) Where no personal leave entitlement is available an Employee is entitled to take up to 20 days of carer's leave without pay.

(v) Where an Employee has no entitlement to personal leave (with or without pay) any request for leave for such purposes will be given due consideration by the Employer.

(e) Compassionate leave

The provisions of this clause apply to full-time and regular part-time Employees (on a pro-rata basis) but do not apply to casual Employees. The entitlements of casual Employees are set out in clause 9.6.

(i) Paid leave entitlement

a. An Employee, other than a casual Employee, is entitled to up to three days' compassionate leave on each occasion on which a member of the Employee's immediate family or household (as defined in clause 13.6(b)) passes away.

b. An Employee, other than a casual Employee, is entitled to up to three days' compassionate leave on each occasion on which a member of the Employee's immediate family or household (as defined in clause 13.6(b)) in Australia contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life.

(ii) Unpaid leave entitlement

Where an Employee wishes to take more than three days' compassionate leave per permissible occasion, the Employee may access up to three days' unpaid leave.

(iii) Evidence supporting claim

The Employer may require the Employee to provide satisfactory evidence of the death of a member of the Employee's immediate family.

13.7 Long Service Leave

(a) Application

The entitlement to long service leave is provided for by the NES or the *Long Service Leave Act 2018* (Vic) (LSL Act), as appropriate. This clause provides ancillary or supplementary terms.

(b) Entitlement

Instead of the entitlement provided by the NES or the LSL Act, an Employee is entitled to accrue 1.43 weeks' long service leave in respect of each year of continuous employment.

(c) Taking long service leave

(i) An Employee may apply to take long service leave after completing not less than seven years of continuous employment.

- (ii) A public holiday falling during a period of long service leave on a day that would have otherwise been worked by the Employee is not a day of long service leave.
- (iii) Long service leave cannot be taken during:
 - a. a period where an Employee is on annual leave, and
 - b. a non-term week (or weeks) where an Employee's ordinary hours of work are not worked during the non-term week (or weeks).
- (iv) The Employer will respond to an Employee's application to take long service leave as soon as practicable having regard to the needs of the College and the needs of the Employee.
- (v) The Employer reserves the right to direct an Employee, who has a balance of more than 10 weeks' long service leave, to take long service leave in excess of the 10-week balance, provided that:
 - a. the period of long service leave will not commence any sooner than six months after the day that the direction is given in writing, and
 - b. prior to the direction being made, the Employer and the Employee have discussed the taking of long service leave and have not reached agreement about the date that the Employee will commence long service leave and/or the amount of long service leave to be taken by the Employee.

(d) Long service leave and leave without pay

An Employee who has an entitlement to long service leave is entitled to take a period of leave without pay adjacent to a period of long service leave subject to:

- (i) the Employee returning to work at the commencement of a school term;
- (ii) the total period of leave comprising the whole term or terms;
- (iii) the period of leave without pay normally being limited to the remainder of the term in which long service leave is taken; and
- (iv) the period of leave without pay normally not being longer than the period of long service leave taken.

(e) Payment for a period of long service leave

- (i) An Employee who takes long service leave is paid at the ordinary weekly rate pay that applies at the time that the leave is taken. The ordinary weekly rate of pay includes any position of leadership allowance that is paid on a regular and continuing basis and any other allowance that is in the nature of salary.
- (ii) An Employee whose period of eligible service includes one or more periods of continuous service as a part-time and/or casual/seasonal Employee will have the entitlement to payment for long service leave calculated in accordance with the NES or the LSL Act, as appropriate.
- (iii) An Employee on long service leave will be paid in one of the following ways:
 - a. full payment in advance upon commencing long service leave, provided the Employee requested payment not less than one month in advance of the date that long service leave will commence;
 - b. at the same pay intervals, the Employee would have been paid if not commencing long service leave; or
 - c. as agreed between the Employer and the Employee.
- (iv) Where the Employee's ordinary weekly rate of pay increases during the period that the Employee is on long service, the payment to the Employee:
 - a. where clause 13.7(e)(iii)a. or c. applies, will be paid, in arrears, at the conclusion of the period of long service leave; or
 - b. where clause 13.7(e)(iii)b. applies, will be increased accordingly.

(f) Long service leave and termination of employment

- (i) An Employee, who has completed seven or more years of continuous employment at the time of termination of the Employee's employment, is entitled to payment in lieu for any period of long service leave accrued but not yet taken as leave.
- (ii) An Employee, who has not completed seven years of continuous employment at the time of termination of the Employee's employment, does not have an entitlement to long service leave.

13.8 Parental leave

(a) Application

Parental leave is provided by the NES in sections 67 to 85 of the FW Act. This clause provides ancillary and supplementary provisions.

(b) Eligibility

- (i) For the purpose of this clause, an Employee:
 - a. must have completed 12 months of continuous service in accordance with s.67(1) of the FW Act; and
 - b. must be a full-time or a part-time Employee, or a long-term casual Employee (as defined by s.67(2) of the FW Act) but not an Emergency Teacher, a Casual Relieving Teacher or a Casual Employee.
- (ii) In this clause, adoption-related leave, as defined by the NES, is also available for a relative adoption, where a child is adopted by parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half-blood or by marriage) or to an Employee who is entrusted with the care of a child or children under a Permanent Care Order of a Court.
- (iii) An Employee, who does not meet the requirement of cl.13.8(b)(i) and who gives birth to a child, is entitled to take only leave without pay until the end of the current School year for the purpose of the being the primary caregiver of the child.

(c) Entitlement

- (i) An Employee, who is eligible for parental leave under the NES and has, or will have, responsibility for the care of the child, is entitled to take an unbroken period of leave up to 156 weeks instead of the entitlement to 104 weeks leave under sections 70 and 76 of the FW Act.
- (ii) This 156-week entitlement is an automatic entitlement and
 - a. is inclusive of the period of leave available to an Employee couple under the FW Act; and
 - b. is reduced by the period of parental leave, including concurrent leave, taken by the other member of the Employee couple.
- (iii) An Employee, who is eligible for parental leave under the NES and is not the primary carer of the child, is entitled to eight weeks of concurrent leave under section 72 of the FW Act, which may be taken from the date of birth or the day of placement of the child, unless otherwise agreed. The leave may be taken over the 12-month period from the date of birth or day of placement of the child:
 - a. as a block of eight consecutive weeks, or
 - b. in separate periods, but, unless the Employer agrees, each period must not be shorter than two weeks.

- (iv) An Employee accessing more than 104 weeks' parental leave is subject to a return to work at the commencement of a School year only, even if this extends the period of parental leave beyond 156 weeks, unless otherwise agreed.

(d) Commencement of parental leave

The period of parental leave commences in accordance with section 72(3) of the FW Act.

(e) Notice and evidence requirements

- (i) Whilst section 74 of the FW Act specifies the notice and evidence requirements for the taking of parental leave, the Employer indicates a preference for the provision of notice in writing of:
 - a. weeks, rather than 10 weeks, prior the proposed commencement date of the leave, and
 - b. seven weeks, rather than four weeks, prior to the intended start date specified in the notice given under clause 13.8(e)(i)a., confirming the intended start dates and end dates of the leave, or advising any changes to the intended start and end dates of the leave.
- (ii) Except that an Employee, who is taking more than one period of concurrent leave and the leave period is not the first of those periods, is required to provide notice in writing at least four weeks prior to starting the second or subsequent period of concurrent leave.
- (iii) An Employee is required to give notice in the form of a common parental leave application providing:
 - a. the intended start and end dates of the period of leave (or confirming the same or advising any changes in accordance with clause 13.8(e)(ii));
 - b. particulars of any period of parental leave sought or taken by the other member of the Employee couple;
 - c. an undertaking that the Employee will not engage in any conduct inconsistent with the Employee's contract of employment during the period of leave.
- (iv) In addition to notice and evidence required by the NES and this clause, an Employee taking adoption-related leave must produce to the Employer:
 - a. a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the Employee for adoption purposes; or
 - b. a statement from an appropriate government authority confirming that the Employee is to have custody of the child pending application for an adoption order.

(f) Cancellation of parental leave

Where parental leave applied for but not commenced is cancelled in accordance with section 77A of the FW Act, the Employee is entitled to resume work at a time nominated by the Employer (which will be no later than the beginning of the next succeeding term from the date of the notice in writing by the Employee to the Employer that the Employee wishes to resume work).

(g) Parental leave and other entitlements

Provided the aggregate of leave, including special maternity leave taken in accordance the section 80 of the FW Act, does not exceed 156 weeks for each period of parental leave, an Employee may in lieu of or in conjunction with unpaid parental leave take any annual leave or long service leave or any part thereof to which the Employee is entitled.

(h) Pre-natal appointments

An Employee who is pregnant may access up to five days of her accrued personal/carer's leave entitlement for attending pre-natal medical appointments.

(i) Pre-adoption leave

Unpaid pre-adoption leave of up to two days is provided by section 85(1) of the FW Act. Instead of section 85(2) of the FW Act, an Employee may elect to take paid leave instead of unpaid pre-adoption leave, if paid leave is available to the Employee.

(j) Return to work

- (i) An Employee who takes more than 104 weeks of parental leave is entitled to return to work only at the commencement of a school term, unless otherwise agreed.
- (ii) An Employee, who is a teacher, is entitled to return to a position which has the same number of hours per week (or per cycle, as appropriate) but not necessarily the same class levels, or, if part-time, not necessarily the same days or times.

(k) Payment

(i) Primary caregiver

Parental leave shall be without pay except that where the qualifying conditions set out below are met, a payment equivalent to fourteen weeks wages will be made. The qualifying conditions are:

- the Employee is eligible to take unpaid parental leave in accordance with the NES and this clause
 - the payment/s is/are made only to the Employee taking leave from the date of birth of the Employee's child or the day of placement of the child with the Employee, or such earlier time in accordance with this clause 13.8(d);
 - the payment is made in respect of the first 14-week period of the leave taken that would otherwise be without pay
 - no superannuation is paid in respect of this payment
 - this 14 week period will count as service for the purposes of accruing leave entitlements.
- (ii) An Employee who has not previously received a parental leave payment must have had not less than 12 months' continuous service to qualify for the parental leave payment. The payment will be calculated based on the Employee's ordinary rate of pay immediately prior to the commencement of parental leave.
 - (iii) An Employee who has previously received a parental leave payment and taken parental leave thereto, must have returned to work for a period of not less than 12 months of continuous service to qualify for a further parental leave payment. That payment will be made at the rate paid to the Employee immediately prior to the taking of this, second or subsequent, period of parental leave.
 - (iv) Where both parents of a child are employed by the Employer and are eligible to take parental leave under the NES and this clause, the Employer will make a payment of up to 14 weeks' pay at the Employee's ordinary rate of pay to one parent or an aggregate of up to 14 weeks' pay to both parents with such payments being directly proportional to a period that would otherwise be unpaid. For the avoidance of doubt, parental leave must be taken in one continuous period, with the exception of concurrent leave.
 - (v) Employee taking concurrent leave or leave as the non-primary carer
An Employee who takes concurrent leave of two weeks is entitled to two weeks' pay at the Employee's ordinary rate of pay.

(l) Right to request flexible work arrangements

- (i) An Employee who is returning from parental leave and will have the care of a child who is under school age, may request a change in working arrangements relating to those circumstances.
- (ii) The Employee is not entitled to make such a request, unless the Employee has completed at least 12 months' continuous service with the Employer, prior to commencing parental leave.
- (iii) Such request must be made by the Employee, and assessed by the Employer, in accordance with the provisions of section 65 of the FW Act.

13.9 Leave without pay

- (a) While an Employee has the right to apply for leave without pay, the granting of such leave is at the discretion of the Employer.
- (b) Leave without pay does not break continuity of employment but, unless required by legislation, is not to be taken into account in calculating the period of service for any purpose of this Agreement where the period of leave without pay is in excess of fifteen days in a school year.
- (c) Leave without pay diminishes the entitlement an Employee would otherwise have to School Holidays, annual leave and leave loading under this Agreement for periods of leave without pay in excess of fifteen days, in that School Year, in direct proportion to the amount of leave without pay taken.
- (d) If an Employee is granted extended leave without pay, (i.e. four months or more) the question of the Employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made should be documented. If no such prior arrangement is made, an Employee upon return to work shall be entitled to a position commensurate with their qualifications and experience in the case of teachers or at the same Level of Classification in the case of School Officers.
- (e) When an Employee is on extended leave without pay, the Employee shall confirm an intention to return to work between ten and seven working weeks prior to the expiry of the leave.
- (f) If no confirmation of an intention to return to work is received within seven working weeks prior to the expiry of the leave, the Employee shall not be entitled to return to duty until the notice prescribed in clause 13.9(e) above has been given in writing to the Employer. Provided that the Employer has the right to require that an Employee shall recommence duty either on the recommencement day originally approved or at the commencement of the next school term after the notice period expires or at any other time agreed by the Employer and the Employee. Such notice must be given prior to the expiration of the leave and must contain reasons why the required notice was not given in accordance with clause 13.9(e) above.
- (g) If an Employee does not provide written notice of a return to work in accordance with clause 13.9(e) and no arrangement has been made in accordance with clause 13.9(e), the Employer shall be entitled to apply, from the date of expiry of the approved leave without pay, the provisions of clause 9.5.

13.10 Family and domestic violence leave

(a) Application

This clause applies to all full time, part-time and casual Employees.

(b) NES

Family and domestic violence leave is provided for by the NES except where this Agreement provides ancillary or supplementary terms. Under the NES, an Employee is entitled to 5 days of unpaid family and domestic leave in a 12 month period.

(c) Definitions

(i) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

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

(ii) A reference to a spouse or de facto partner in the definition of **family member** in clause 13.10(c)a. includes a former spouse or de facto partner.

(d) Entitlement to leave

(i) An Employee, who is entitled to take unpaid leave for the purpose of dealing with family and domestic violence in accordance with the NES, will, instead, be provided with paid and unpaid leave, as follows:

- a. a full-time Employee is entitled to 10 days of paid leave;
- b. a part-time Employee is entitled to a total of 10 days of leave comprising paid and unpaid leave. The paid leave entitlement is pro rata of 10 days of paid leave based on the part-time Employee's ordinary hours of work;
- c. a casual Employee is entitled to 10 days of unpaid leave.

(ii) The entitlement in clause 13.10(d)(i) to deal with family and domestic violence:

- a. is available in full at the start of each 12 month period of the Employee's employment; and
- b. does not accumulate from year to year.

Note 1. A period of leave to deal with family and domestic violence may be taken in: a single continuous period of 10 days; in separate periods of one or more days; or for less than a day by agreement between the Employee and the Employer.

Note 2. The Employer and Employee may agree that the Employee may take more than 10 days' leave to deal with family and domestic violence.

Note 3. If, during the period of operation of this Agreement, the NES is amended to provide paid and/or unpaid family and/or domestic violence leave, then the leave entitlement in cl.13.10(d)(i) will be offset against the NES leave entitlement, should this not be prohibited by the NES.

(d) Taking leave

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

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

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

(f) Service and continuity

The time that an employee is on unpaid leave under this clause to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

(g) Notice and evidence requirements

(i) Notice

An Employee must give their Employer notice of the taking of leave by the Employee under clause 13.10(e). The notice:

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

(ii) Evidence

An Employee who has given their Employer notice of the taking of leave under clause 13.10(g)(i) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 13.10(e).

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

(h) Confidentiality

- (i) The Employer must take steps to ensure information concerning any notice an Employee has given or evidence an Employee has provided under clause 13.10(g) is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in clause 13.10(h)(i) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

(i) Compliance

An Employee is not entitled to take leave under clause 13.10(e) unless the Employee complies with clause 13.10(g).

14. ALLOWANCES

14.1 Higher duties allowance

(a) Teachers and School Officers

Any Teacher or School Officer who is required to relieve for 10 continuous working days or more for another Employee who holds a designated position of responsibility or a higher School Officer Level position, and who performs the whole or the greater part of the duties and assumes the whole or the greater part of the responsibilities of that position, shall be entitled to receive, for the period of relief, the minimum allowance or rate of pay applicable for that position of responsibility or higher School Officer Level position.

(b) School Services Officers

A School Services Officer engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If the engagement on higher duties is for two hours or less during one day of shift they shall be paid the higher rate for the time so worked.

14.2 Travel allowance

Employees required by their Employer to use their own motor vehicle in the performance of their duties shall be entitled to claim and, where such a claim is made, be paid an allowance at the rate per kilometre as set down from time to time by the Australian Taxation Office for tax deduction purposes.

14.3 Provision of an evening meal

The Employer will supply the Employee with a meal should the Employer require the Employee to remain at the College continuously after 7.00 p.m. on any day, provided that the Employee has worked a minimum of five hours that day. This provision shall not apply to persons employed as School Services Officers.

14.4 Trade union training leave

Paid leave for trade union training will be available for the designated IEUVT representative subject to it being:

- (i) taken at a time mutually agreed with the Principal; and
- (ii) limited to one day per year; and
- (iii) non-cumulative.

14.5 Camp allowance

- (a) Employees attending overnight curriculum based camps or other approved overnight camps, will be paid an allowance of \$60 per night.
- (b) For overseas camps, save for clause 36 (Chiang Mai staffing), the allowance will be paid only where a Teacher is required to fully supervise students and is required to stay with students as part of a student activity.
- (c) Camp allowances will be indexed against the increase in wage rates for the remaining term of the Agreement.

15. PAYMENT OF WAGES AND ALLOWANCES

15.1 Timing

Wages and allowances shall be paid at least once in every fortnight throughout the School Year, except that, subject to clause 7 (Annual leave and school holiday pay and leave loading), such wages and allowances may be paid in advance at the discretion of the Employer.

15.2 Method of payment

Wages and allowances shall be paid by electronic funds transfer into an account of the Employee's nomination in any bank or recognised financial institution.

15.3 Statement

Each Employee shall be supplied with a statement setting out details of the amount of wages earned, including any overtime, penalties, allowances and deductions made and the net amount paid.

15.4 Error in payment

When an error in payment of wages and/or allowances has been made, discussions will take place between the Employee and the Employer/Principal regarding a scheme of payment to rectify the error.

15.5 Remuneration packaging

An Employee, other than a fixed term or casual Employee, may participate in remuneration packaging. The Employer will nominate a remuneration packaging company who will facilitate the packaging on behalf of the Employer and Employee, provided there is no cost to the Employer.

16. PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer such clothing shall be either provided by the Employer or cleaning costs incurred by the Employee shall be reimbursed.

17. PUBLIC HOLIDAYS

17.1 Standard days

An Employee shall be entitled to public holidays in accordance with the NES on the following days:

- (a) New Year's Day, Australia Day, Good Friday, , Easter Monday, Anzac Day, Christmas Day and Boxing Day; and
- (b) the following days, as prescribed in Victoria: Labour Day, Saturday before Easter Sunday, Easter Sunday, Queen's Birthday, day prior to AFL Grand Final Day and Melbourne Cup Day (or equivalent).

17.2 Holidays in lieu

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

17.3 Additional days

Where in Victoria, public holidays are declared or prescribed on days other than those set out in clause 17.2(a) and 17.2(b) above, those days shall constitute additional holidays for the purpose of this agreement.

17.4 Substitute days

The Employer may substitute a public holiday or part holiday for another day or part day to be taken during term weeks in the School year.

18. REDUNDANCY

18.1 Definition of redundancy

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

18.2 Discussion before terminations

Where a situation of potential redundancy exists, the Employer shall hold discussions in accordance with the "Guidelines" set out in clause 19 (Redundancy guidelines).

18.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out in clause 18.1, the Employee shall be entitled to the same period of notice of transfer as would have been the case if this employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

18.4 Severance pay

- (a) Redundancy pay is provided for in the NES. This clause of the Agreement provides enterprise specific detail and supplements the NES which deals with redundancy.
- (b) Instead of the NES entitlement to redundancy pay, where the Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Period of continuous service	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 6 years	14 weeks' pay
6 years but less than 9 years	16 weeks' pay
9 years but less than 12 years	18 weeks' pay
12 years and over	21 weeks' pay

- (c) Instead of the NES entitlement to redundancy pay, where the Employee is 45 years of age or older, the Employer shall pay in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	5 weeks' pay
2 years but less than 3 years	8.75 weeks' pay
3 years but less than 4 years	12.5 weeks' pay
4 years but less than 5 years	15 weeks' pay
5 years but less than 6 years	17.5 weeks' pay
6 years but less than 9 years	20 weeks' pay
9 years but less than 12 years	22.5 weeks' pay
12 years and over	25 weeks' pay

18.5 Employee leaving during notice

An Employee whose employment is terminated in circumstances of redundancy may terminate employment during the period of notice. The employee is entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice but is not entitled to payment instead of notice.

18.6 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of the Agreement notice period for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or the Employee will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 24.5.

18.7 Transmission of business

- (a) Where a business is transmitted from an Employer (in this sub-clause called "the transmittor") to another Employer (in this sub-clause called "the transmittee") and an Employee who at the time of such transmission was an Employee of the transmittor in that business becomes an Employee of the transmittee:
- (i) the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the Employee has had with the transmittor or any prior transmittor shall be deemed to be service of the Employee with the transmittee.
- (b) In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

18.8 Part-time Employees

- (a) Where the Employer proposes to reduce the hours of work of a part-time Employee, and either:
- (i) the reduction in working hours is significant; or

- (ii) the Employee has had their hours of work reduced within the preceding two years, and the cumulative reduction in working hours is significant, the Employee may either:
 - (i) accept the proposed reduction in working hours; or
 - (ii) elect to receive a severance payment.

- (b) Where the part time Employee elects to receive a severance payment, the Employer will pay this in accordance with clause 18.4.

19. REDUNDANCY GUIDELINES

19.1 Preamble

The Procedures have been designed to ensure a consistent and fair approach to be applied to all.

20.2 Definitions

For the purpose of these Procedures, a potential redundancy situation applies where any member of staff could be disadvantaged in his or her current employment contract as a result of changes in funding, curriculum, enrolment decline, or as a result of policy/administration changes.

19.3 Objectives

- (a) The objectives of these Procedures, in order, are to:
 - (i) avoid redundancies
 - (ii) delay redundancies where this is not possible and
 - (iii) facilitate those declared redundant to find other suitable employment
- (b) The procedures must be applied as early as possible. This also allows the appropriate consultation to occur and the provision of notice where applicable.

19.4 Timelines

- (a) It is considered that it is best practice for a redundancy to take effect from the beginning of a school year and that the information upon which a potential redundancy is identified is available early in the year previous to the redundancy.
- (b) Where a situation arises in other circumstances the school will notify the parties as soon as the potential redundancy situation is identified so that Step 1 can commence.
- (c) A copy of these procedures is also to be given to each staff member.

19.5 Step 1 - The redundancy identification

(a) Procedures

- (i) In each year as soon as potential redundancy situation is identified at the school level, the Principal shall communicate this fact to staff, in writing, with an outline of the reasons for the potential redundancy.
- (ii) A copy of this notification shall be forwarded to IEUVICTAS.
- (iii) A copy of these procedures is also to be given to each staff member.

(b) Alternatives available

- (i) In investigating the alternatives available, a written record shall be held of the information obtained and the efforts made to ascertain any way of resolving the problem.
- (ii) Included in the alternatives that the Principal should investigate are the following:
 - a. What efforts can be made to re-deploy existing staff within the school;
 - b. Any additional funding that may be available, e. additional government funding;
 - c. Retraining possibilities;
 - d. Possible leave arrangements e.g. Leave Without Pay, Long Service Leave, Parental Leave.
- (iii) Included in the alternatives are applications by staff indicating that they are willing to make a voluntary offer to be declared redundant.

19.6 Step 2 - The redundancy document

(a) Procedures

If the potential redundancy is not solved, the Principal will send either:

- (i) a redundancy document to all the parties mentioned above; or
- (ii) a notification that a voluntary redundancy and/or an offer of leave without pay' has been accepted.

(b) Timeline

The Principal's document is to be sent to the parties, but and must be received by the parties at least three working days before the date of the Step 3 meeting.

(c) Guidelines

- (i) The development and distribution of the school's redundancy document is the responsibility of the Principal. The document will include the following information:
 - a. The reasons for the potential redundancy

The Principal should outline the reasons why the problem exists. Information such as funding, staffing and enrolments (past, present and projected) are factors which are important. Issues such as Funding, Staffing and Curriculum change should also be mentioned where relevant.
 - b. The number and categories of staff likely to be affected

The teaching and/or non-teaching areas where the redundancy is likely to take place and the numbers of staff involved are identified.
 - c. The number of staff employed and details of their employment (this area to be kept confidential)
 - d. Alternatives investigated.

19.7 Step 3 - The Redundancy Meeting

(a) Procedures

- (i) A meeting will be held between the parties to consider the Principal's redundancy proposal.
- (ii) The parties will seek to agree on the criteria to be applied.

- (iii) Given agreement on both the criteria to be applied and the redundancy proposal, the Principal shall indicate to the parties at the meeting the name/s of the person/s to be declared redundant. The person/s so named shall be informed within a week of the meeting by the Principal.
- (iv) In the event of the disagreement by any party with any of these stages, that party shall indicate to the meeting why there is disagreement. Failing resolution, cl.19.7(a)(v) will apply.
- (v) A second meeting will be held to attempt to resolve the disagreement arising in cl.19.7(a)(iv) within one week of the first.
- (vi) If agreement cannot be reached as a result of the meeting in cl.19.7(a)(v), the Principal shall inform the parties at the meeting of the action that the Principal intends to take.

(b) Guidelines

- (i) The following outlines possible criteria which the parties will take into consideration and criteria which may not be put forward.
- (ii) Deciding which position is to be declared redundant
 - a. Criteria
 - Identify the needs of the school;
 - Identify the work currently being performed which will no longer need to be performed due to redundancy;
 - Identify those staff who, if declared redundant, could not be replaced by any member of the existing staff having regard to the programs planned for the period after the redundancy; i.e. new staff would have to be employed if that person(s) was declared redundant.

b. Factors

The Principal will nominate the factors (from those below) which have been considered in determining the staff member(s) to be declared redundant. The Principal will advise those attending the meeting of the factors and any priority that has been applied to these factors:

- Current Contract of Employment
- Current Duties
- Curriculum Programs
- Experience
- Funding Base for Staff Member
- Graduate Status
- Length of Service
- Pastoral Considerations
- Qualifications
- Specialist Expertise
- Staff member's willingness to make a voluntary offer to be declared redundant

c. Factors which cannot be used:

- Person is a Union Representative / Union Affiliation
- Person's Sex, Marital Status, Age, Pregnancy
- Person's Lifestyle
- Person's Competence or Otherwise, or Suitability or Otherwise
- Person's Religion

19.8 Step 4 - Notifying the redundancy result

The parties attending the meeting in cl.19.7 are notified in a timely manner in writing of the details of the Employers action following cl.19.7.

19.9 Step 5 - Variations to Step 4 notification and redundancy payments advice

Procedures & Timeline & Guidelines

- (a) The parties attending cl.19.7(a)(i) and/or cl.19.7(a)(v) are notified in writing of:
- (i) Variations to Step 3 meeting resolution. Any variation (s) to the resolution to the redundancy which occur after the Step 4 notification should be sent to the parties immediately.
 - (ii) Final redundancy payments. Where no resolution to the redundancy situation can be found, then the Principal should notify the parties as to the amount and date of redundancy payment made to any person/s made redundant.
- (b) Payments to staff declared redundant should be 15 working days after the termination of employment as a result of the redundancy declaration taking effect.

20. CASUAL RELIEVING EMPLOYEES

20.1 Definition

A casual relieving employee is a casual Employee employed under the notification provisions of clause 20.2 of this Agreement or an employee who exceeded the duration of employment limits placed on casual employees in clauses 32.2(e), 37.4 and 42.4(e) respectively.

20.2 Notification

At the time of appointment, the Employer shall provide written advice to the casual relieving Employee, indicating:

- (a) the temporary nature of the employment
- (b) the expected duration of the appointment;
- (c) that the period of appointment can be varied at any time subject to the return to work of the Employee being relieved.

20.3 Casual relieving Teachers

A casual relieving Teacher may work the same hours as a full time Teacher or part thereof for a specified period of time greater than 4 consecutive weeks in any one School Year but no longer than a full school term.

20.4 Casual relieving School Officers and School Services Officer

A casual relieving School Officer or School Services Officer may work the same hours as a full time School Officer or School Services Officer, or part thereof for a specified period of time greater than 7 working weeks in any one School Year but no longer than a full school term.

20.5 Loading

A casual relieving Employee shall be paid a loading of 25 per cent on that Employee's salary in lieu of the following benefits:

- (a) clause 6 (Accident make-up pay);

- (b) clause 7 (Annual leave and school holiday pay and leave loading);
- (c) clause 13.6 (Personal/carers leave);
- (d) clause 13.6(e) (Compassionate leave);
- (e) clause 13.10 (Family and domestic violence leave (paid));
- (f) clause 24 (Termination of employment), except that clause 24.2 shall apply.

21. REPLACEMENT EMPLOYEES

21.1 Definition

A replacement Employee is an Employee who is employed for a specified period of time on either a full-time or a part-time basis for at least ten school weeks, or a full school term (whichever is longer), to replace another Employee absent on extended leave.

21.2 Notification

At the time of appointment, the Employer shall provide written advice to the replacement Employee indicating the temporary nature of the employment, specific start and finish dates and the rights under this Agreement of the Employee who is being replaced.

21.3 Entitlements

Without limiting any other entitlement, a replacement Employee shall be entitled to the benefits of the following clauses on a pro-rata basis:

- (a) clause 6 (Accident make-up pay);
- (b) clause 7 (Annual leave and school holiday pay and leave loading);
- (c) clause 13.6 (Personal leave).

21.4 Extension of the replacement period

- (a) If a further replacement period or ongoing employment is offered, formal documentation must be provided to the Employee.
- (b) Documentation as noted in clause 21.4(a) above must be provided no later than 3 weeks prior to the replacement Employee's current employment period ending.
- (c) Once an Employee has completed two or more replacement periods in accordance with this clause, they will be given a guaranteed interview for the next appropriate permanent position which becomes available, provided the Employee has applied for the position.

22. SERVICE CONTINUITY

22.1 For the purposes of this Agreement, service shall be deemed to be continuous notwithstanding:

- (a) school holidays, annual leave or long service leave;
- (b) personal leave supported by any evidence required under the Agreement
- (c) an absence covered by the provisions of the WIRCA or the *Transport Accident Act 1986* (Vic);
- (d) any other form of leave granted by the Employer;
- (e) any absence with reasonable cause, supported by evidence satisfactory to the Principal/Employer;
- (f) any interruption or termination of the employment by the Employer if such interruption or termination is made with the deliberate intention of avoiding the obligations imposed by this Agreement;
- (g) any interruption to the employment arising directly or indirectly from an industrial dispute;
- (h) all other absences from service shall break continuity of service.

- 22.2** In calculating a year of service the following shall be included:
- (a) school holidays, annual leave or long service leave;
 - (b) personal leave to the extent of personal leave credits;
 - (c) absences covered by the WIRCA make up pay;
 - (d) absences covered by the *Transport Accident Act 1986 (Vic)* to a maximum of six months;
 - (e) leave granted with pay;
 - (f) leave without pay up to a maximum of 15 days in any one year or as prescribed by legislation.

22.3 All other absences shall be excluded.

23. SUPERANNUATION

23.1 Entitlement

All Employees, other than casual Employees or emergency Teachers, unless entitled by virtue of the provisions of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, shall be entitled to have payments made into an approved Superannuation Fund, the choice of fund to be in accordance with clause 23.2.

23.2 Choice of funds

- (a) Within 15 days of commencement of service with an Employer, an Employee shall be entitled to elect to have the Employer's superannuation contribution paid into the Employee's account in an approved superannuation fund of their choice.
- (b) An Employee may vary the choice of superannuation fund only once in a 12 month period.
- (c) Should the Employee fail to notify the Employer of the Fund elected, within 15 days of commencement of service with the Employer, then the Employer may open an account on the Employee's behalf with the Victorian Independent Schools Superannuation Fund, 'VISSF' (My Super).

24. TERMINATION OF EMPLOYMENT

24.1 Termination by the Employer

An Employer may terminate an Employee's employment in accordance with this clause:

- (a) summarily;
- (b) on notice, for reasons related to the Employee's conduct or performance;
- (c) on notice, as a consequence of redundancy.

24.2 Summary dismissal

- (a) An Employer may terminate an Employee's employment summarily where that Employee is guilty of serious misconduct, that is misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period.
- (b) In such cases, salary shall be paid up to the time of dismissal only.

24.3 Notice of termination by the Employer

(a) School Officers and School Services Officers

- (i) The Employer shall give to these Employees the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (iii) In addition to the notice in clause 24.3.1(a) Employees over 45 years of age at the time of the giving of notice who have not less than two years' continuous service, shall be entitled to an additional week's notice.

(b) Teachers

- (i) The Employer shall give to the Teacher the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 10 years	7 term weeks
10 or more years	12 weeks, 9 of which shall be term weeks

- (ii) For the purposes of this clause, term week includes any week during a school term as defined.

- (c) Payment in lieu of the notice prescribed in clause 24.3(a) and clause 24.3(b) shall apply if appropriate notice period is not given.
- (d) Employment may be terminated by the Employer giving part of the period of notice specified and part payment in lieu thereof.
- (e) Payment in lieu of notice is calculated by taking the amount of salary an Employee would have received on account of ordinary time which the Employee would have worked during the notice period if the Employee's employment had not been terminated.
- (f) The period of notice in this clause shall not apply in the case of an Employee whose employment is for a specified period of time.

24.4 Notice of termination by the Employee

- (a) The notice of termination to be given by an Employee shall be:
- (i) the same as that required of an Employer in clause 24.3(a); or
 - (ii) seven term weeks in the case of a Teacher; or
 - (iii) any lesser period of notice agreed to by the Employer.
- (b) Where an Employee fails to give at least four weeks' notice or in respect of School Officers and School Services Officers such lesser period of notice as the Agreement requires, the Employer shall, subject to the minimum requirements of the National Employment Standards, have the right to withhold from monies due up to an amount equal to one week's ordinary time rate of pay for each week of the required notice not given, up to a maximum of four weeks at the ordinary time rate of pay.

24.5 Time off during notice period

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

25. TRAINEESHIPS AND TRAINING WAGES

- 25.1** The Employer shall be able to employ persons under Traineeships. For the purposes of this clause, Traineeships means a system of training approved by the Victorian or Commonwealth Government, or which meets the requirements of a National Training Package developed by the National Industry Training Industry Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification as specified by that National Training Package.
- 25.2** A 'Trainee' is an individual who is a signatory to a training agreement registered with the relevant Victorian Training Authority and is involved in paid work and structured training which may be on or off the job. The term 'Trainee' does not include an individual who already has the competencies to which the traineeship is directed.
- 25.3** The Trainee can be employed on a full time or part time basis.
- 25.4** The Trainee can be employed up to, and including, a maximum period of 18 months. Traineeships are limited term employment.
- 25.5** The Trainee may be paid in accordance with the National Training Wage as specified in the *Educational Services (Schools) General Staff Award 2010*. All other conditions set out in this Agreement other than wages shall apply.

26. SUPPORTED WAGE

- 26.1** This clause defines special conditions for Employees with a disability.
- 26.2** An Employee with a disability shall be defined as an Employee who is qualified for a disability support pension as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.
- 26.3** An Employee with a disability can be employed on a full time, part time, temporary or casual basis.
- 26.4** In order to assess whether an Employee with a disability is able to perform the work required by the Employer, a trial period of 12 weeks shall occur. Except that in some circumstances a work adjustment period of up to four additional weeks may be required. If, for whatever reason, the Employer deems the Employee with a disability unsuitable for the position during the trial period then the Employee's employment may be terminated without notice thus excluding the provisions of clause 24 of the Agreement.

27. CONSULTATION ABOUT CHANGE

27.1 Employer's duty to notify

- (a)** Where an Employer has made a definite decision to introduce major changes in program, organisation, curriculum, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the Union.
- (b)** Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must notify and consult with the Employee(s) affected and their representatives (if any) about the proposed change.
- (c)** For clause 27.1(a), "significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the

restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

27.2 Employer's duty to discuss major change

- (a) The Employer shall discuss with the Employees affected and their union, inter alia, the introduction of the changes referred to in clause 27.1(a) the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and, where relevant, the Union, in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 27.1(a).
- (c) For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

27.3 Appointment of a representative

- (a) Relevant employee(s) may appoint a representative for the purpose of the procedures in this clause.
- (b) Where a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise the Employer of the identity of the representative, the employer must recognise the representative.

27.4 Change to regular roster or ordinary hours of work

- (a) For a change referred to in clause 27.1(b):
 - (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) subclauses 27.4(b) to 27.4(g) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint a representative for the purposes of the consultation, and
 - (ii) the Employee or Employees advise the Employer of the representative, the Employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion, provide to the relevant Employees:
 - a. all relevant information about the change, including the nature of the change; and
 - b. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - c. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

(g) In this clause:

Relevant Employees means the employees who may be affected by a change referred to in clause 27.1(a) or (b).

28. PROFESSIONAL DEVELOPMENT

(a) Kardinia International College shall make opportunities and resources available for all Employees to become involved in Professional Development through programs provided in the College and by outside agencies.

(b) This will include specific programs to assist teachers with their Victorian Institute of Teaching requirements and School Officers and School Service Officers, with industry specific training relevant to their position.

PART 3 – TEACHERS: RATES OF PAY AND SPECIFIC CONDITIONS OF EMPLOYMENT

29. RATES OF PAY, DEFINITIONS, ALLOWANCES AND WORKLOAD

29.1 Teachers

- (a) The classification structure with rates of pay for teachers is specified in Schedule 1 of this Agreement.
- (b) Teachers shall be paid at their appropriate classification subject to the provisions of clause 30, or as specified in Part 3 of this Agreement.

29.2 Workload/Consultation

No Teacher employed at Kardinia International College shall be required to perform an unfair, unreasonable or excessive workload. In making determinations about the work of Teachers the College shall attempt to provide for equitable workloads across the College and amongst Teachers.

29.3 Hours of work

- (a) The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year.
- (b) In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

29.4 Non Attendance Time

- (a) A Teacher is not required to attend at the College during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- (b) Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- (c) Where a Teacher takes unpaid leave of more than ten days during Attendance Time, the entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in clause 29.4(d).
- (d) If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Number of weeks of Attendance}}{38} \times \text{Non Attendance Time} \text{ less } \frac{\text{Non Attendance Time}}{\text{weeks already taken}}$$

30. TEACHER CLASSIFICATION STRUCTURE AND INCREMENTAL PROGRESSION

30.1 Structure

- (a) There are two levels of teachers, Level 1 has five steps and Level 2 has six steps. Teachers progress annually from T 1-1 through to T 2-6 subject to the provisions of this clause.
- (b) Teachers shall, in conjunction with an Annual Review Process (clause 30.4) and years of experience (clause 30.6), progress to Level T 2-6.
- (c) The entry level for teachers with provisional or full registration pursuant to the *Education and Training Reform Act 2006* (Vic) is subdivision T 1-1 or at that subdivision as is commensurate with

their years of experience (clause 30.6). Assessment on commencement of the subdivision at which a teacher commences will be made using the method set out in clauses 30.5 and 30.6.

30.2 Additional qualifications for Teachers

- (a) A Teacher shall be entitled to advance up the incremental scale by one sub division if he or she has successfully completed a qualification of Masters degree or its equivalent or higher. Where a Teacher obtains a second or subsequent Masters degree or equivalent or higher, they shall be entitled to advance a further subdivision in accordance with the provisions of this clause.
- (b) The qualification must be attained according to standards adopted and approved by Australian tertiary institutions and must be equivalent to at least one year of full time study.
- (c) The additional sub division shall only be granted from 1 February following the date on which the extra qualification was attained.
- (d) It is a requirement of this Agreement that the Teacher notifies the Employer in writing of the acquisition of additional qualifications together with the production of satisfactory evidence to this effect. Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.

30.3 Accelerated advancement

A Teacher may be considered for accelerated advancement up the incremental scale in accordance with procedures determined by the Employer.

30.4 Annual Review Process

- (a) A Teacher is required to participate in an Annual Review Process with the Principal or the Principal's nominee. This meeting(s) under this process will be formative. The meeting(s) will focus on affirming achievement and suggesting avenues for professional development.
- (b) During the year at Levels T 1-1 and T 2-1, the Annual Review Process meeting(s) should be used for a more substantial formative review of the previous years and renewal of the Teacher's performance for the future.
- (c) The Annual Review Process may not be used as a substitute for Due Process.

30.5 Common date and annual progression

- (a) The anniversary date for advancement to the next sub-level of the Teacher's classification level will be 1 February for each year of this Agreement and will be paid in the first pay run incorporating 1 February.
- (b) Upon reaching the anniversary date a Teacher will move up one sub-level of the classification structure until such time as the Teacher has reached the top sub-level.

30.6 New Employees

A Teacher employed after the commencement of this Agreement shall advance to the next sub-level of the Teacher's classification level annually, on the anniversary of their commencement and shall have their years of experience assessed on commencement in accordance with the following:

- (a) all years of experience prior to commencement shall be counted;
- (b) the years of experience above shall be added to the commencement level in the appropriate classification;
- (c) experience as a casual Teacher shall not be counted.

31. PART-TIME TEACHERS

31.1 The number of hours of scheduled class time and duties of a part-time Teacher shall be set out in writing by the Employer at the time of engagement and at any other time when a variation occurs.

31.2 A part-time Teacher's weekly rate of pay shall be assessed according to the appropriate formula in clause 31.2(a) or clause 31.2(b):

(a) Teachers of Primary Classes (as defined)

$$\frac{\text{Periods}}{25} \times \text{the appropriate full-time weekly salary + allowance}$$

(b) Teachers of Secondary Classes (as defined)

$$\frac{\text{Periods}}{23} \times \text{the appropriate full-time weekly salary + allowance}$$

Note: Periods = the number of scheduled class time periods for the Teacher and/or duties in lieu of those scheduled class times.

31.3 A part-time primary school Teacher shall be given a proportional amount of 2 hours release time for preparation and correction as given to a full-time primary school Teacher.

31.4 A part-time Teacher shall be expected to undertake a proportional number of duties normally expected of a full-time Teacher, e.g. yard supervision, staff meetings, etc.

31.5 Additional hours

(a) Where the Employer requires, and the part-time Teacher agrees to work ad hoc additional hours, the Teacher shall be paid for each additional hour or part thereof at that Teacher's normal part-time hourly rate of pay. Such ad hoc additional hours worked under this arrangement shall not result in proportionate adjustments under any other clause in this Agreement.

(b) Part time Teachers who work ad hoc additional hours in accordance with clause 31.5(a) of this Agreement will be paid a loading of 25% for each additional hour or part thereof. There will be no proportionate adjustments to other entitlements.

31.6 Variation of Hours

(c) The Employer cannot vary the days and times of attendance of a part time Teacher unless:

(i) the Teacher consents; or

(ii) it can be demonstrated that such a variation is required as a result of a change in funding/curriculum/enrolment needs. In this case, seven weeks' notice in writing shall be given by the Principal/Employer. In the absence of the required notice and provided that the change involves a drop in salary, the Teacher's salary will be maintained at its former level for the period of the notice not given.

(d) In reaching the decision under clause 31.6.1(ii) the College will consider the needs of the College, any risk to the Teacher's health and safety and the Teacher's family and personal circumstances.

32. EMERGENCY TEACHERS

32.1 Definition

An emergency Teacher is a casual Teacher appointed on an ad hoc basis for up to and including 20 consecutive school days.

32.2 Rate of pay and classification

- (a) An emergency Teacher's rate of pay and classification shall not be subject to clause 30.
- (b) An emergency Teacher shall be paid at the rate specified in Schedule 2 of this Agreement.
- (c) For each day on which an emergency Teacher is employed, that Teacher shall be paid for three hours of work for the first three hours of work or part thereof and at the hourly rate for each subsequent hour or part thereof to a maximum of the daily rate.
- (d) An emergency Teacher is entitled to have payments made into an approved superannuation fund in respect of all hours worked, in accordance with clause 23.
- (e) After 20 consecutive school days of employment, and where the Employer wishes to extend the appointment, the Teacher shall, for the remainder of the extended period, be classified and paid as a relieving casual Teacher in accordance with clause 20 (Casual relieving teachers) of this Agreement.

32.3 An emergency Teacher shall not be entitled to any benefits pursuant to:

- (a) clause 6 (Accident make-up pay);
- (b) clause 7 (Annual leave and school holiday pay and leave loading);
- (c) clause 13 (Leave), except cl.13.10(d)(i)c.;
- (d) clause 24 (Termination of employment);
- (e) clause 29 (Rates of pay, definitions, allowances and workload); and
- (f) clause 30 (Teacher classification structure and incremental progression).

33. SCHEDULED CLASS TIME

33.1 Definition

- (a) Scheduled class time includes:
 - (i) all scheduled classes allocated to the Teacher whether that class consists of a single student or a group of students
 - (ii) any sport / activities sessions allocated to the Teacher which are scheduled during normal class time
 - (iii) scheduled tutor group duties for secondary Teachers
 - (iv) scheduled assemblies for primary Teachers.
- (b) While included in professional expectations the following are not part of scheduled class time:
 - (i) any sport sessions taken by the Teacher outside normal school time
 - (ii) staff meetings
 - (iii) the time that Teachers are expected to arrive and to supervise classrooms prior to the commencement and on completion of formal duties
 - (iv) student recess and lunch breaks
 - (v) the time spent outside normal school time on school camps, excursions, etc.
 - (vi) yard supervision, bus duty, etc.
 - (vii) extras
 - (viii) the first 15 minutes per week or 150 minutes per term of school and house assemblies

33.2 Limits

- (a) A full time primary Teacher will have a commitment of not more than 25 periods of face to face teaching hours per week.
- (b) A full time secondary Teacher will have a commitment of not more than 23 periods of face to face teaching hours per week.
- (c) Part time Teachers shall be allocated a pro rata amount of scheduled class time.

33.3 Variation of limits

The limits on scheduled class time may be exceeded for individual Teachers subject to:

- (a) agreement from that Teacher; or
- (b) a reduced load in some other aspect of that Teacher's duties

33.4 Averaging

The total scheduled class time per week, in clause 33.2 may be averaged over a 12 month period save that it cannot be more than 24 hours in any one week for a primary Teacher or 22 hours for a secondary Teacher.

33.5 Extras in Secondary

In any one year a full time secondary Teacher can be expected to cover up to a total of 22 fifty minute periods over the year. Periods of cover in lieu of scheduled class time do not count as extras.

33.6 Teachers in their first year of experience

- (a) Primary Teachers may be allocated a maximum of 24 periods of scheduled class time per week averaged over a 12 month period.
- (b) Secondary Teachers may be allocated a maximum of 22 periods per week of scheduled class time averaged over a 12-month period.

34. POSITIONS OF LEADERSHIP

34.1 Structure and appointment

- (a) The Employer will have the flexibility to determine its own structure with the Positions of Leadership pool arrangements.
- (b) The structure, as determined from year to year, will be presented to the College Leadership Team (CLT) for sign off.
- (c) During Term 3 of each year, the Principal will advertise vacant Positions of Leadership to all teaching staff.
- (d) All teaching staff who apply for positions will be granted an interview.
- (e) The Principal, after the CLT has agreed to the Positions of Leadership structure, will select and appoint staff to the Positions of Leadership. All applicants for those positions will be notified prior to release to staff.

34.2 Allowances

- (a) A set allowance will be paid to each Position of Leadership. This will be determined by the Principal and ratified by the CLT.
- (b) An allowance can be either monetary, time release or both. Factors such as the number of students in individual areas, the level of responsibility, prior year allotments and generating career paths for teaching staff should be taken into account when determining appropriate allowances.

34.3 Tenure

- (a) Positions of Leadership will be for a period of two years.
- (b) Any extensions to the above clause must be approved by the CLT who will take into consideration the circumstances surrounding the Position of Leadership.
- (c) Where an incumbent Position of Leadership holder resigns prior to the end of their tenure, the Principal may appoint a replacement to the position for the duration of the original appointment.

35. COCURRICULAR CONTRIBUTION

It is the College's expectation that all teaching staff will make a contribution to the life and character of the College through involvement in the cocurricular program as contracted. In consultation with staff, the College will develop a cocurricular contribution policy which will facilitate an equitable and fair allocation of cocurricular responsibilities across the entire teaching staff. Part time teaching staff are expected to make a contribution to cocurricular activities at the College proportionate to their role.

36. CHIANG MAI STAFFING

Teachers that are involved in the Chiang Mai program will have an additional contract given to them which will set out terms and conditions specific to their Chiang Mai teaching duties.

PART 4 – SCHOOL OFFICERS: RATES OF PAY AND SPECIFIC CONDITIONS OF EMPLOYMENT

37. APPOINTMENT

37.1 A School Officer shall be employed as either:

- (a) a Category "A" School Officer; or
- (b) a Category "B" School Officer; or
- (c) a Category "C" School Officer; or
- (d) a "Casual" School Officer.

37.2 Upon engagement the Employer shall appoint the School Officer to the appropriate classification Level as set out in clause 38 (Classification), based on the general work descriptions, the level of direction and supervision and the required duties. The pay subdivision within the Level will be determined by experience as set out in clause 40 (Salary incremental advancement and assessment of experience). School Officers will be paid in accordance with the rates in Schedule 3.

37.3 Upon engagement, the School Officer shall be given a letter of appointment which sets out the Level and the pay subdivision, together with the category of employment, the hours of duty, rate of pay, and superannuation entitlements.

37.4 For the purposes of this clause:

- (a) a Category "A" School Officer is one who normally works 48 weeks per year and receives four weeks paid annual leave per year in accordance with clause 7 (Annual leave and school holiday pay and leave loading);
- (b) a Category "B" School Officer is one who normally works during the school term time only and receives paid school holidays in accordance with clause 7 (Annual leave and school holiday pay and leave loading);
- (c) a Category "C" School Officer is one who normally works 45 weeks per year and receives seven weeks paid school holidays in accordance with clause 7 (Annual leave and school holiday pay and leave loading);
- (d) a "Casual" School Officer is one who is employed for 35 or less consecutive days per school year.

38. CLASSIFICATION

38.1 School Officer Level 1

(a) General work description

- (i) Competency

Competency at this level involves application of knowledge and skills to a range of defined tasks, roles and contexts where the choice of actions required is clear.

(ii) Judgement, independence and problem solving

Roles at this level will require employees to apply generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straight forward alternatives.

(iii) Direction

The School Officer at this level requires close supervision or, in the case of more experienced employees, routine supervision of straightforward tasks, close supervision of more complex tasks.

(iv) Supervision

The School Officer at this level does not supervise students without a higher level School Officer, Teacher or Principal being present.

(v) Experience/Qualifications

Duties typically require a skill level which requires relevant knowledge or training equivalent to a trade certificate or certificate III or an equivalent experience level to satisfy role requirements.

(b) Typical duties

The duties listed are examples of activities typically undertaken by Employees in different roles at this classification level.

(c) Administration Services

- (i) performing a reception function, including providing information, making appointments and bookings, responding to enquiries from parents, students Employees and general public in accordance with school procedures;
- (ii) undertaking a wide range of secretarial and clerical duties, including word processing, maintain email and computerized records, taking of minutes and writing of reports, as directed;
- (iii) performing duties involving the inward and outward movement of mail, copying, maintaining and retrieving records, straight forward data entry and retrieval;
- (iv) operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine;
- (v) assisting with the preparation of internal and external publications;
- (vi) monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering;
- (vii) carrying out financial transactions such as receipting, banking and petty cash.

(d) Student Support

- (i) assisting student learning in specified learning areas and tasks, either individually or in a group, under the specific direction and supervision of a Teacher or a higher level Employee;
- (ii) providing general assistance of a supporting nature to Teachers on a directed basis;
- (iii) providing basic physical, social and emotional care for students e.g. toileting, meals and lifting;
- (iv) assisting with clerical duties associated with regular school activities e.g. student records, equipment records;
- (v) assisting with the collection, preparation and distribution of learning materials;
- (vi) providing limited assistance with communication between Teachers and non-English speaking parents / students;
- (vii) assisting in interpreting and/or translating of basic, non-complex documents.

38.2 School Officer Level 2

(a) General work description

(i) Competency

Competency at this level may include Level 1 competencies. In addition, competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is generally a variety of tasks, roles and contexts. There is some complexity in the ranges and choice of action required. Some tasks may require limited creative, planning or design functions.

(ii) Judgement, independence and problem solving

Roles at this level will require employees to exercise judgement to identify, select and apply the most appropriate available guidelines and procedures, interpret precedents and adapt standard methods or practices to respond to variations.

The role may require an employee to apply diagnostics skills, theoretical and techniques to a range of procedures and tasks, and / or undertake tasks requiring expertise in a specialist area or a broad knowledge of a range of functions.

(iii) Direction

Supervision is generally required to establish general objectives relative to specific tasks, to outline the desired end product and to identify potential resources for assistance.

Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks.

(iv) Supervision

The School Officer at this level may be required to supervise students while performing their normal duties but may not be used instead of teacher. They may also supervise other employees at lower levels.

(v) Experience/Qualifications

Duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to a diploma with one years' experience or advance diploma with no experience or an equivalent combination of relevant experience and / or education / training

(b) Typical duties

The duties listed are examples of activities typically undertaken by Employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

(c) Administrative Services

- (i) providing administrative support to management personnel, including arranging appointments, diary and calendar management and preparing both confidential and general correspondence;
- (ii) liaising with, and managing enquiries from students, parents, employees and the general public;
- (iii) using computer software packages, including desktop publishing, spreadsheets, database and/or web software, at an advanced level;
- (iv) preparing government and statutory authority returns for authorisation;
- (v) maintaining the College's financial records including:
- (vi) entering and retrieving financial data and preparing financial and management

- a. reports for review and authorisation;
- b. undertaking bank and ledger reconciliations;
- c. preparing financial documentation and data for the budget;
- d. maintaining accounting bookkeeping records
- (vii) preparing monthly summaries of debtors and creditors ledger transactions with reconciliations;
- (viii) reconciling school spending against budget
- (ix) applying inventory and purchasing control procedures;
- (x) administering the personnel function for a school using a payroll data base, including:
 - a. maintaining personnel records;
 - b. calculating and maintaining wage and salary records;
 - a. (iii) providing standard information and advice to staff on salaries and basic details of their conditions of employment;
 - c. calculating staff entitlements e.g. positions of leaderships, leave, benefits

(d) Student Support

- (i) assisting student learning, where discretion and judgement is required, including providing more individualised approaches and intervention strategies, and assisting in identification of learning needs and evaluation of progress under general supervision and direction of the Teacher;
- (ii) participate in the monitoring, evaluation and reporting of student learning and programs;
- (iii) work with students to enable them to use specialised augmentative communication and adaptive technology to enhance student access to the curriculum;
- (iv) under the general supervision and direction of teaching staff, undertake specialist assistance to students in specific learning areas e.g. Languages, technology, arts;
- (v) under the general supervision and direction of teaching staff, undertake learning support activities involving specialist cultural understanding and skills, e.g.:
 - a. assisting students with classroom activities;
 - b. supporting teachers to understand the educational, health and welfare needs of Koori and refugee students;
 - c. acting as a cultural support person or mentor;
 - d. assisting in the delivery of culturally inclusive curriculum.
- (vi) providing basic support to students within defined principles and parameters;
- (vii) assisting in wellbeing programs.

(e) Curriculum Resource Services

General

- (i) applying specialised knowledge in specific function area i.e. Science laboratory, ICT support, library;
- (ii) providing specialised knowledge that is relied upon to deliver support services under direction e.g. Information and technology and technical support in science laboratories and libraries;
- (iii) applying technical and / or scientific principles to enable the performance of a variety of inter related technical tasks;
- (iv) evaluating and making recommendations for the purchase of technical or computer equipment;
- (v) assist with training and / or instruction in respect to technical systems or scientific processes;
- (vi) maintaining booking and repair / replace systems for equipment;
- (vii) routine ordering and maintenance of equipment and materials.

Specific to Library / AV Services

- (i) performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks;

- (ii) maintaining, controlling, operating and demonstrating the use of audio visual equipment, where there is limited complexity, including assisting with audio and video recording;
- (iii) assisting students and teachers to use the catalogue and / or locate books and resource materials;
- (iv) explaining the function and use of library equipment to students;
- (v) maintaining catalogues of recorded programs in accordance with established routines, methods and procedures;
- (vi) under direction, assisting teaching staff to take story groups;
- (vii) searching and identifying fairly complex bibliographic material
- (viii) answering ready reference inquiries
- (ix) operating a wide range of audio visual or computer equipment
- (x) demonstrating and explaining the routine operations of audio visual, computer and other similar equipment;
- (xi) recording materials by means of sound and photographic equipment, etc.

Specific to Laboratory

- (i) caring for flora and fauna;
- (ii) preparing teaching aids under direction;
- (iii) preparing standard solutions and less complex experiments;
- (iv) providing technical support to teachers;
- (v) evaluating and making recommendations for the purchase of technical or computer equipment;
- (vi) implementing measures for proper storage control and handling or disposal of dangerous or toxic substances;
- (vii) culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances;
- (viii) within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens;
- (ix) assisting with the design / demonstration of experiments and scientific equipment, as directed;
- (x) routine ordering of supplies and materials.

Specific to Information and Communications Technology (I.C.T)

- (i) assisting with training and develop training guides for staff and students;
- (ii) responding to faults in the first instance.
- (iii) co-ordinate laptop repairs with external contractors.

38.3 School Officer Level 3

(a) General work description

(i) Competency

Competency at this level may include Level 1 and 2 competencies. In addition, competency at this level involves the development and application of professional knowledge in a specialised area(s) and utilizing a broad range of skills. An employee will have depth or breadth of expertise developed through extensive relevant experience and application, and performs work assignments guided by policy, precedent, professional standards and expertise. This may require the provision of support and advise to senior management and or performing a support role to a senior administrator.

(ii) Judgement, independence and problem solving

Roles at this level will require problem solving that involves the identification and analysis of diverse problems and will apply appropriate technical training and expertise to decision making.

Roles will generally have scope to undertake some or all of the following:

- Innovate within own function and take responsibility for outcomes
- Design, develop and test equipment, systems and procedures
- Participate in planning involving resources used and developing proposals for resource allocation
- Exercise high level diagnostic skills on sophisticated equipment or systems
- Analyse and report on data and experiments

(iii) Direction

Routine supervision to general direction, depending on tasks involved and experience.

Supervision is present to review established objectives.

(iv) Supervision

The School Officer at this level may be required to supervise students while performing their normal duties but may not be used instead of teacher. They may also supervise other employees at lower levels.

(v) Experience/Qualifications

Duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to a degree without relevant work experience, advanced diploma with two years' experience, diploma qualification with a three or more years' experience or an equivalent combination of relevant experience and / or education / training.

(b) Typical duties

The duties listed are examples of activities typically undertaken by Employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

(c) Administrative Services

- (i) responsibility for the efficient clerical and / or financial administration of a unit;
- (ii) providing designated high level support to school leadership, including initiating complex or confidential reports, documents and correspondence;
- (iii) administering the personnel function including: maintaining personnel records, calculating and maintaining wage and salary records,
- (iv) coordinating and / or administering the general financial operations of a unit;
- (v) providing high level assistance to the Business Manager in the preparation of supporting data, reports and other documentation for financial / budgetary decision making purposes;
- (vi) responsibility for functions such as:
- (vii) preparing the accounts to operating statement stage;
 - a. using advanced techniques and methods to analyse and interpret the financial
 - b. statements and formulating period and year end entries;
 - c. monitor and manage debtors;
- (viii) co-ordinating the work of School Service Officers.

(d) Student Support

- (i) undertake specialist intervention strategies requiring advanced training and expertise;
- (ii) co-ordinating the work of a specialised unit;
- (iii) providing standard professional service within defined organisational parameters under general guidance from senior staff;
- (iv) providing professional reports requiring factual analysis, including assessments and recommendations for consideration by others;

- (v) providing standard clinical professional services to students within the parameters of school policy and guidelines;
- (vi) conduct basic training and instruction related to the professional field for school colleagues;
- (vii) working as a provisionally Psychologist;
- (viii) actively working within and for the school community to assist in creating a culturally inclusive and supportive environment through such duties as:
 - a. engaging actively with parents and local aboriginal or refugee communities, agencies and networks;
 - b. assisting in the professional learning of Teachers;
 - c. assisting the organisation of cultural activities.

(e) Curriculum Resource Services

General

- (i) undertaking some responsibility for other Employees in the work area;
- (ii) providing assistance or guidance to other Employees in the work area;
- (iii) exercising judgement and discretion in providing technical assistance in the operation of a library, laboratory or technology centre;
- (iv) exercising discretion and judgement in assisting students and Employees to access information and to use equipment in a library, laboratory or technology centre;
- (v) assisting with the planning and organisation of a laboratory or technology centre and fieldwork;
- (vi) investigating and reporting on the efficiency and effectiveness of system design;
- (vii) conducting training and instruction to school colleagues within the technical field;
- (viii) regularly interacting with a range of external or internal clients to provide advice or specialist information.

Specific to Library / AV Services

- (i) preparing descriptive cataloguing for library materials;
- (ii) supervising the operation of circulation systems;
- (iii) answering reference and information inquiries, other than ready reference;
- (iv) providing advanced guidance in the use of information systems;
- (v) producing advanced resource materials e.g. Multi-media kits, video and film clips;
- (vi) teaching advanced audio-visual, computer and other technical skills to students and Teachers;
- (vii) searching and verifying bibliographical data where judgement and discretion is involved;
- (viii) assisting with supervision of students in the library where discretion and judgement is involved.

Specific to Laboratory

- (i) providing technical assistance and advice, as requested;
- (ii) testing of experiments and demonstrating experiments with Teachers.

Specific to Information and Communications Technology (I.C.T.)

- (i) advising Teachers and students on aspects of information technology and use in the school
- (ii) supervising and maintaining hardware and software components of a computer network, with appropriate support for users;
- (iii) responding to faults requiring more detailed attention;
- (iv) designing and implementing systems for computer networks and deploying a significant number of computers at a time without guidance.

38.4 School Officer Level 4

(a) General work description

(i) Competency

Competency at this level may include Level 1, 2 and 3 competencies. In addition, competency at this level operates within broad principles set by management.

An employee is expected to undertake a high proportion of tasks involving complex, specialised or professional functions.

A role at this level may co-ordinate or manage a specific functional responsibility and / or liaise with the general community, government agencies or service providers.

(ii) Judgement, independence and problem solving

Roles will generally require Employees to be able to:

- independently relate existing policy to work assignments and apply a specific body of knowledge to solve problems
- use theoretical principles in modifying and adapting techniques

(iii) Direction

Broad direction, working with a degree of autonomy.

(iv) Supervision

The School Officer at this level may be required to supervise students while performing their normal duties but may not be used instead of teacher. They may also co-ordinate or manage a specific functional responsibility and / or manage other Employees including administrative, technical or professional Employees.

(v) Experience/Qualifications

Duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to a degree with relevant work experience, extensive experience and / or management experience or an equivalent combination of relevant experience and / or education / training.

(b) Typical duties

The duties listed are examples of activities typically undertaken by Employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

(c) Administrative Services

- (i) managing a significant functional unit with a diverse or complex set of functions and substantial resources;
- (ii) co-ordinating or managing the administrative services;
- (iii) being responsible for the financial functions and / or team;
- (iv) providing high level financial advice and support and complex budget advice and support;
- (v) managing the provision of services including buildings, maintenance, cleaning, residential, food and transport.

(d) Student Support

- (i) providing standard professional services at an experienced level within defined organisational parameters;
- (ii) providing complex professional reports requiring in depth factual analysis, including assessments and recommendations for consideration by others;
- (iii) providing standard clinical professional services to students within parameters of school policy and guidelines;
- (iv) making decisions on complex intervention strategies that may have significant consequences for clients and their families

(e) Curriculum Resources Services

General

- (i) providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study / qualifications applicable to this level;
- (ii) being responsible for a significant and discrete functional unit, which ordinarily will involve the supervision of its staff;
- (iii) liaising and negotiating to a significant degree with Teachers on curriculum matters;
- (iv) providing expertise and leadership in policy development to guide the work of others, including Teachers;
- (v) developing and delivering professional development programs for colleagues or other staff involved in a technical field.

Specific to Library / AV Service

- (i) demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas.

Specific to Laboratory

- (i) designing and demonstrating more complex experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgement are required;
- (ii) managing a science laboratory where a variety of tests are undertaken, including activities that are not routine and techniques that are not standard;
- (iii) formulating and supervising experiments for colleagues or other staff involved in a scientific or technical field.

Specific to Information and Communications Technology (I.C.T)

- (i) managing the development and effective operation of the computer systems within the school where there is a high degree of complexity and importance to the educational objectives to be achieved.

38.5 School Officer Level 5

(a) General work description

- (i) Competency

Competency at this level may include Level 1 - 4 competencies. In addition, competency at this level generally requires Employees to be responsible for program area development and implementation, to provide strategic support and / or advice requiring integration of a range of school policies and

external requirements, and an ability to achieve objectives operating within complex organisational structures.

A role at this level will generally lead and manage a significant functional element of the College, and / or contribute in a major way to the development, maintenance and implementation of the policy framework of the College.

(ii) Judgement, independence and problem solving

Roles will generally require Employees to develop of new ways of using a specific body of knowledge which applies to work assignments or may involve the integration of other specific bodies of knowledge.

Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgement

(iii) Direction

Little or no supervision is required. Generally, this role reports to either the Principal or Deputy Principal.

(iv) Supervision

The School Officer at this level may be required to supervise students while performing their normal duties but may not be used instead of teacher. They generally have management responsibility for a functional area and / or manage other Employees including administrative, technical or professional Employees.

(v) Experience/Qualifications

Duties typically require a skill level which assumes and requires relevant knowledge or training equivalent to a post graduate qualification, extensive experience and / or management expertise or an equivalent combination of relevant experience and / or education / training.

(b) Typical duties

The duties listed are examples of activities typically undertaken by Employees in different roles at each of the classification levels. Roles at a particular level may include duties from lower levels.

(c) Administrative Services

Leading and managing a significant functional unit with diverse or complex set of functions and substantial resources.

(c) Student Support

Managing at a high level the delivery of professional support services, including the development of policy and operational practices to guide the work of others.

(d) Curriculum Resources Services

General

Leading and managing a significant functional unit with a diverse or complex set of functions and substantial resources, including initiating, developing and implementing key policy initiatives.

Specific to Information and Communications Technology (I.C.T)

Oversee a significant component of the College's hardware or database operations.

38.6 Further Classification Information

- (a) If an employer requests a School Officer to obtain a higher level of skill through a qualification, this request shall be put in writing. The letter shall include a guarantee that upon successful completion of the study, the School Officer shall advance to the appropriate higher level of pay.
- (b) Possession of a qualification is not an automatic guarantee of classification at a particular level.
- (c) If the School Officer believes that the nature of the job has changed to such an extent as to warrant a reclassification, the School Officer shall apply to the Principal with supporting evidence. If a dispute arises as to the level of classification, Clause 10 (Grievance procedure) shall apply.

38.7 Annual Review Process

- (a) A School Officer may be required to participate in an Annual Review Process with the Principal, or Principal's nominee. Such meeting(s) will focus on affirming achievement and suggesting avenues of professional development.
- (b) Where a meeting is required an Employee shall be advised of the issues to be discussed within a reasonable time prior to the meeting.
- (c) The Annual Review Process may not be used as a substitute for clause 11 (Due Process).

39. RATES OF PAY

39.1 Category A.

A full-time Category A School Officer shall be paid within the appropriate level specified in Schedule 3.

39.2 Category B

A Category B School Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category B weekly rate} = \text{Category A weekly rate} \times \frac{48}{52}$$

39.3 Category C

A Category C School Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category C weekly rate} = \text{Category A weekly rate} \times \frac{50}{52}$$

39.4 Part-time rate

A part-time School Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category A, B or C weekly rate} = \frac{\text{hours worked per week}}{38}$$

39.5 Casual rate

A Casual School Officer's hourly rate of pay is calculated by taking the lowest pay subdivision of the appropriate classification level in clause 39.1, dividing by 38 and adding a loading of 25% to the nearest 10 cents. A Casual School Officer required to attend for duty by the Employer for less than three hours on any day must be paid for a minimum of three hours for any attendance.

39.6 Overtime or time in lieu

All time worked in excess of the weekly hours for which one is employed shall be granted as time off in lieu at ordinary time or paid a loading of 33.3% on the normal hourly rate. The number of such hours may only exceed three by mutual agreement.

39.7 Time off in lieu of payment for overtime

- (a) An Employee with an entitlement under clause 39.6 may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate for overtime worked Monday to Friday, that is an hour for each hour worked.
- (c) An Employer shall, if requested by an Employee, provide payment at the rate provided for the payment of overtime in the Agreement for any overtime worked under sub-clause 39.6 (above) where such time has not been taken within four weeks of accrual.

40. SALARY INCREMENTAL ADVANCEMENT AND ASSESSMENT OF EXPERIENCE

40.1 Common date and annual progression

- (a) The anniversary date for advancement to the next sub-level of the Employee's classification level will be 1 February for each year of this Agreement and will be paid in the first pay run incorporating 1 February.
- (b) Upon reaching the anniversary date an Employee will move up one sub-level of the classification structure until such time as the Employee has reached the top sub-level of the Employee's classification.

40.2 New Employees

An Employee employed after the commencement of this Agreement shall advance to the next sub-level of the Employee's classification level annually, on the anniversary of their commencement and shall have their years of experience assessed on commencement in accordance with the following:

- (a) all years of experience prior to commencement shall be counted;
- (b) the years of experience above shall be added to the commencement level in the appropriate classification;
- (c) experience as a casual Employee shall not be counted.

41. HOURS OF WORK

- 41.1 A full-time School Officer is one whose ordinary hours of work are 38 in any one week.
- 41.2 A part-time School Officer is one whose ordinary hours of work are less than 38 hours in that school, not being a Casual School Officer.
- 41.3 A School Officer may, at the discretion of the Principal, be directed, among other things, to attend staff meetings, interviews and parent-teacher nights, provided that if the weekly hours for which one is employed are exceeded, then clause 39.6 of this Agreement shall apply.
- 41.4 School Officers shall be entitled to an unpaid meal break of at least 30 minutes. This meal break will be taken at a mutually convenient time provided that no more than five continuous hours are worked prior to the meal break. School Officers shall be entitled to school recesses without deduction of pay where these fall within the hours of the School Officer's employment. The timing of such recesses can be varied by mutual agreement.
- 41.5 Hours of work shall be between 8.00 a.m. and 6.00 p.m. of a week day except by mutual agreement.
- 41.6 Employees subject to clause 41 may elect, with the consent of their Employer, to work "make-up time", under which the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 41.7 **Variation of hours**

The Employer cannot vary the hours of a part-time School Officer unless:

- (a) the School Officer consents; or
- (b) it can be demonstrated that such a variation is required as a result of a change in program, organisation, structure, technology or funding. In this case, seven weeks' notice in writing shall be given by the Employer. In the absence of the required notice and provided that the change involves a drop in salary, the School Officer's salary will be maintained at its former level for the period of the notice not given.

PART 5 - SCHOOL SERVICES OFFICERS: RATES OF PAY AND SPECIFIC CONDITIONS OF EMPLOYMENT

42. APPOINTMENT

42.1 A School Officer shall be employed as either:

- (a) a Category "A" School Services Officer; or
- (b) a Category "B" School Services Officer; or
- (c) a Category "C" School Services Officer; or
- (d) a Category "D" School Services Officer; or
- (e) a "Casual" School Services Officer.

42.2 Upon engagement the Employer shall appoint the School Services Officer to the appropriate classification level as set out in clause 43 (Classification), based on the general work descriptions and level of direction and supervision and required duties. Experience shall be assessed, and incremental progression occur in accordance with the provisions of clause 40 (Salary incremental advancement and assessment of experience) of this Agreement

42.3 Upon engagement the School Services Officer shall be given a letter of appointment which sets out the Level together with the category of employment, the hours of duty, rate of pay, superannuation entitlements and long service leave provisions.

42.4 For the purposes of this clause:

- (a) a Category "A" School Services Officer is one who normally works 48 weeks and receives four weeks paid annual leave per year in accordance with clause 7 (Annual leave and school holiday pay and leave loading);
- (b) a Category "B" School Services Officer is one who normally works school term time only and receives paid school holidays in accordance with clause 7 (Annual leave and school holiday pay and leave loading);
- (c) a Category "C" School Services Officer is one who normally works 45 weeks and receives seven weeks paid school holidays in accordance with clause 7 (Annual leave and school holiday pay and leave loading);
- (d) a Category "D" School Services Officer is one who works during school term time only, receives four weeks annual leave and is stood down consistent with the provisions of clause 53 of this Agreement at other times;
- (e) a "Casual" School Services Officer is one who is employed for 35 or less consecutive days per school year.

43. CLASSIFICATION

43.1 School Services Officer Level 1

(a) Qualifications and experience

Level 1 duties do not require a qualification of experience upon engagement.

(b) Typical roles and duties

Cleaner, Assistant to gardener, Assistant to building maintenance

(c) Direction and supervision

Close supervision or, in the case of a more experienced Employee, routine supervision of straightforward tasks. Close supervision of more complex tasks.

Roles at this level do not supervise

43.2 School Services Officer Level 2

(a) Qualifications and experience

Level 2 duties typically require a skill level which requires knowledge or training, such as; Certificate I or II, Year 12, 2 years relevant experience or an equivalent combination of relevant experience and education / training.

(b) Typical roles and duties

Duties appropriate to a trades assistant or equivalent, Gardener, Building maintenance, Security, Driver of school vehicles, Domestic staff, Food services.

(c) Direction and supervision

Supervision is generally required to establish general objectives relative to specific tasks, to outline the desired end product and to identify potential resources for assistance.

Roles at this level do not supervise

43.3 School Services Officer Level 3

(a) Qualifications and experience

Level 3 duties typically require a skill level which requires knowledge or training, such as; Trade Certificate or Certificate III, Year 12 or a Certificate I or II with relevant experience and / or education / training or an equivalent combination of relevant experience and education / training.

(b) Typical roles and duties

Duties appropriate to a tradesperson or equivalent, Skilled Gardener, Building maintenance, Security, Domestic or Food services.

(c) Direction and supervision

Routine supervision to general direction, depending on tasks involved and experience. Supervision is present to review established objectives.

Roles at this level may be required to supervise School Service Officers at lower levels.

43.4 School Services Officer Level 4

(a) Qualifications and experience

Level 4 duties typically require a skill level which assumes knowledge or training equivalent to; Trade certificate or Certificate IV and relevant experience or an equivalent combination of relevant experience and / or education / training.

(b) Typical roles and duties

Experienced tradesperson, Supervisor.

(c) Direction and supervision

Broad direction, working with a degree of autonomy.

Roles at this level may be required to supervise School Service Officers at lower levels.

44. RATES OF PAY

44.1 Category A

A full time Category A School Services Officer shall be paid the rate specified in Schedule 3.

44.2 Category B

A Category B School Services Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category B weekly rate} = \text{Category A weekly rate} \times \frac{48}{52}$$

44.3 Category C

A Category C School Services Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category C weekly rate} = \text{Category A weekly rate} \times \frac{50}{52}$$

44.4 Category D

A full-time Category D School Services Officer shall be paid the rate specified in Schedule 3 in respect of all weeks worked.

44.5 Part time rate

A Part time School Services Officer's weekly rate of pay shall be calculated according to the following formula:

$$\text{Category A, B, C or D weekly rate} = \frac{\text{hours worked per week}}{38}$$

44.6 Casual rate

A Casual School Services Officer's normal hourly rate of pay is calculated by taking the rate of pay of the appropriate Classification Level, dividing by 38 and adding a loading of 25% to the nearest 10 cents. A Casual School Services Officer must be paid for a minimum of three hours for any attendance.

45. HOURS OF WORK

45.1 Ordinary full-time hours of work

(a) A full-time School Services Officer is one whose ordinary hours of work, exclusive of meal breaks, are 38 per week. Ordinary hours shall be worked in five days Monday to Friday inclusive between the hours of 7.00am and 6.00pm. By agreement between the Employer and an Employee the hours may be averaged over a four week period in accordance with clause 45.1(b).

(b) Averaging of hours

An Employer and Employee may agree that the ordinary hours of work provided by the clause 45 will be worked as a 19 day four-week period, in which case the following provisions shall apply:

- (i) Each Employee of the College subject to this Agreement shall work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- (ii) Each Employee shall accrue 24 minutes for each 8 hour day worked by the Employee to give the Employee an entitlement to take a rostered day off.
- (iii) Each day of paid leave taken by an Employee (but not including long service leave or any period of stand down, and any public holiday occurring during any cycle of four weeks) shall be regarded as a day worked for the purpose of accruing an entitlement under paragraph 45.1(b)(ii) of this subclause.
- (iv) Rostered days off shall not be regarded as part of the Employee's annual leave for any purpose.
- (v) Notwithstanding any other provisions of this subclause, an Employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment.
- (vi) Any Employee who is scheduled to take a rostered day off before having worked a complete four week cycle shall be paid a pro rata amount for the time that the Employee has accrued in accordance with paragraph 45.1(b)(ii) this subclause.
- (vii) Any Employee whose employment is terminated in the course of a four week cycle shall be paid a pro rata amount for the time accrued by the Employee in the cycle in accordance with the said paragraph 45.1(b)(ii).
- (viii) Rostered days off shall be scheduled by mutual agreement between the Employee and the Employer.
- (ix) An Employee shall be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.
- (x) An Employee may, following the provision of notice and with the agreement of the Employer, substitute the day on which the Employee is scheduled to be rostered off duty for another day.

45.2 Part time hours

A part time School Services Officer is one whose ordinary hours of work are less than 38 hours per week in that school, not being a casual School Services Officer.

45.3 Notice of hours

- (a) The Employer shall advise employees of the ordinary starting and finishing times of work. Such times shall not be changed without payment of overtime for work done outside these times, unless seven days' notice of any change is given by the Employer, provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the Employee.
- (b) In determining whether changes to hours are necessary and in making such decisions, the Employer is required to take into account the needs of the College and the family needs and/or responsibilities of the relevant Employees.
- (c) Nothing in this clause prevents an agreement between the Employer and an Employee for the payment of hours additional to the usual hours at the ordinary time rate of pay where the total number of hours in that week is less than 38. In which case, clause 46 (Overtime) does not apply.

45.4 Employees subject to clause 45 may elect, with the consent of their Employer, to work "make-up time", whereby the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

46. OVERTIME

46.1 General

Overtime at the rate of 50% or time in lieu at ordinary time for overtime worked Monday to Friday, or at the appropriate rate for all other times is payable in respect of all hours worked in excess of 38 per week or 40 per week in respect of Employees in receipt of a rostered day off. On any one day, overtime is payable in respect of all hours worked in excess of 7 hours 36 minutes or 8 hours in respect of Employees in receipt of a monthly rostered day off, exclusive of meal breaks.

46.2 Minimum overtime payment

Where an Employee is required to work overtime and such overtime is not continuous with ordinary duty, or is on a day on which they would not have been required to work, the minimum overtime payment or time in lieu payable for each separate overtime attendance shall be 4 hours at the prescribed overtime rate. For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, any meal period of up to one hour shall be disregarded.

46.3 Work on Saturday, Sunday and Public Holidays

All hours worked between midnight Friday and midnight Saturday shall be paid at time and one half the ordinary hourly rate. All hours worked between midnight Saturday and midnight Sunday shall be paid at twice the ordinary hourly rate of pay. All hours worked on a Public Holiday shall be paid at double time and one half the ordinary hourly rate.

46.4 Rest after overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days. An Employee other than a casual Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the Employer, such an Employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for

such period and he/she then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

46.5 Time off in lieu of payment for overtime

- (a) An Employee with an entitlement under clause 45 may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate for overtime worked Monday to Friday, that is an hour for each hour worked.
- (c) An Employer shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Agreement for any overtime worked under clause 46.5(a) (above) where such time has not been taken within four weeks of accrual.

47. SHIFT PENALTIES

- 47.1** Where an Employer requires an Employee to work ordinary time on Monday to Friday, any part of which falls between the hours of 6pm and 7am, a penalty of 15% shall apply for the whole shift, additional to the ordinary rate of pay.
- 47.2** Where from time to time an Employer requires an Employee to work ordinary time on Monday to Friday falling wholly within the hours of 6pm and 7am (night shift) - a penalty of 15% shall apply for the whole shift, additional to the ordinary rate of pay.
- 47.3** Where, on an ongoing basis, an Employer requires an employee to work ordinary time on Monday to Friday which falls wholly within the hours of 6pm and 7am (night shift) - a penalty of 30% shall apply for the whole shift, additional to the ordinary rate of pay.
- 47.4** Where an Employee wishes to work outside the spread of hours and this is not required by an Employer, the Employee must request such an arrangement in writing. In the event of such a request and written agreement by the Employer, shift penalty payments shall not apply. Where more than 5 days continuously are worked at the revised hours, the Employee must give 2 days' notice of reversion to the Employer's required starting and finishing times.

48. BROKEN SHIFTS

- 48.1** A broken shift means working ordinary hours in separate periods of duty each day. Broken shifts may not be worked in more than two separate periods. Each period may not be less than 2 hours in duration. No broken shifts shall be rostered with a break of less than 2 hours. Rosters shall be arranged to avoid hours of work extending beyond 12 hours per day.
- 48.2** Employees working a broken shift shall be paid 15% additional to the ordinary rate of pay for all time worked.

49. ON CALL

- 49.1** An on call allowance will be paid to an Employee who is required by the Employer to hold themselves available to be recalled to work. For each period that the Employee is required to be on call, the Employee will be paid an allowance equal to:
 - (a) two ordinary hours' pay for each period of up to 24 hours which includes any part of a Saturday or Sunday; and
 - (b) one ordinary hour's pay for each other period of up to 24 hours
- 49.2** A School Services Officer recalled to work shall be paid for a minimum period of four hours.

- 49.3 A School Services Officer on approved annual leave or school holidays may not be required to work or be on call during that period.

50. MEAL BREAKS

School Services Officers are entitled to an unpaid meal break of at least thirty minutes. Meal breaks will be taken at a mutually convenient time provided that no more than 5 continuous hours are worked prior to the break. Such meal break shall not be counted as time worked and is unpaid. School Services Officers shall be entitled to school recesses without deduction of pay where these recesses fall within the hours of employment. The timing of such recesses can be varied by mutual agreement.

51. MEAL ALLOWANCES

Where a School Services Officer is required to work overtime in excess of one and a half hours on any day the Employee shall be paid a meal allowance of \$20 or be supplied with a meal. Any Employee required to work more than five hours overtime shall be paid a further amount as set out in Schedule 3A or be supplied with a meal.

52. PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer, such clothing will be provided for by the Employer.

53. SPECIAL PROVISIONS FOR CATEGORY D SCHOOL SERVICES OFFICERS DURING SCHOOL HOLIDAYS

- 53.1 A Category D School Services Officer may be stood down on leave of absence without pay during any school holiday period when no work is available provided that:
- (a) such Employee shall be given as much notice as possible of the start and finish of any stand down period: notice must be at least two weeks and be in writing. Once notice is given, the stand down period shall not be varied unless by mutual consent between the Employer and the Employee;
 - (b) where it is proposed that such Employee be stood down an Employer must on application approve the taking of any accrued annual leave or long service leave;
 - (c) all periods of stand down during school holidays shall count as service for the purpose of this Agreement and for statutory purposes;
 - (d) if appropriate work is available for such Employee during any period of stand down, the relevant Employee shall be offered such employment (whether on a full-time or casual basis) before any additional Employee is employed;
- the Employee who has been stood down may refuse the offer of employment without prejudice to his or her normal employment relationship.
- 53.2 For the purpose of the above sub-clause, "appropriate work" shall mean such work as is available that is capable of being performed by the employee. Remuneration for such work shall be at the rate of pay applicable to the work being performed.
- 53.3 No School Services Officer shall have his or her employment terminated on the grounds of work not being available due to school holidays.
- 53.4 Nothing in this clause shall operate to change the Category of employment of a School Services Officer which existed prior to the operation of this Part of the Agreement, except by agreement.

PART 6 – EARLY CHILDHOOD TEACHERS AND EDUCATORS RATES OF PAY AND SPECIFIC CONDITIONS OF EMPLOYMENT

54. CLASSIFICATIONS AND RATES OF PAY

54.1 Definitions

- (a) (i) “Early Childhood Teacher” is a person who holds a four year Early Childhood Teaching Degree* or, as a minimum, a three year Early Childhood Teaching Degree or Diploma*. (*Or equivalent as approved by the Victorian Branch of Early Childhood Australia).
- (ii) Early Childhood Teachers, for the purposes of this clause, includes teachers who hold a Primary Teaching Degree or Diploma and who have been employed in the occupation of an Early Childhood Teacher, subject to this Agreement
- (iii) Persons employed in occupations other than that of Early Childhood Teacher and for which occupations a necessary condition of employment is to be qualified as an Early Childhood Teacher and undertake related duties shall be deemed for the purposes of this Agreement to be Early Childhood Teachers employed as such.
- (b) “Early Education Teacher” means an Early Childhood Teacher classified as a Graduate Teacher, an Accomplished Teacher or an Exemplary Teacher.
- (d) “Graduate Teacher” means an Early Childhood Teacher (as defined) who is a recent entrant to the profession; who undertakes the Roles and Responsibilities of a Graduate Teacher.
- (d) “Accomplished Teacher” means an Early Childhood Teacher (as defined) who has completed a minimum of two years of experience (as defined at 54.1(f), who as a Graduate teacher has successfully completed 2 Professional Development and Enhancement Program processes and who undertakes the Roles and Responsibilities of an Accomplished Teacher.
- (e) “Exemplary Teacher” means an Early Childhood Teacher (as defined) who has completed a minimum of six years of experience (as defined, who as an Accomplished teacher has successfully completed 4 Professional Development and Enhancement Program processes and who undertakes the Roles and Responsibilities of an Exemplary Teacher.
- (f) (i) “Experience” for an Early Childhood Teacher means employment as an Early Childhood Teacher or employment in any occupation referred to in clause 54.1(a)(iii) of this Agreement and including experience credited under the Award and any previous Award shall continue to be credited with such experience at the equivalent level.
- (ii) Experience includes:
- relevant employment within Victoria, interstate and/or overseas.
 - employment in a subsidised play centre if such teacher is directed by the employer to work in that position.
 - time engaged in full-time studies in Early Childhood at an approved Tertiary Institution.
 - time engaged in studies in Early Childhood at an approved Tertiary Institution together with part time teaching.
 - time engaged in full or part-time employment in research, Advisory work or Lecturing in Early Childhood Education.
- (iii) Satisfactory evidence, of relevant employment interstate and/or overseas, shall be provided by an employee. Such evidence may include a Statutory Declaration.

- (iv) Any subsequent change to an employee's classification, resulting from their application for reclassification on the basis of interstate and overseas experience, shall be operative from the date of the employee's application.
- (g) "A Unit" consists of a Kindergarten or Pre School room used solely by one or two groups of children in any one day.
- (h) "A Double Unit" consists of two Kindergarten or Pre School rooms each of which is used solely by one or two groups of children in any one day.

54.2 Salary adjustments and rates of pay

Employees whose terms and conditions of employment are subject to this Agreement shall have their salary adjusted in accordance with the rates as provided in Schedule 5. Where these rates are less than that provided by the VECTAA, the VECTAA rates will be used.

54.3 Application for advancement to Exemplary Level 3

An Early Childhood Teacher as defined at clause 54.1(a)(i), holding, at least, a 3 year Early Childhood Teaching Degree or Diploma, employed at the College as an Accomplished Teacher, may proceed, at the commencement of this Agreement, under the rules of progression as provided in clauses 54.6 and 54.7 to Exemplary Level 3.

54.4 Entitlement to increment

(a) Definitions

- (i) "Professional development" means structured professional enhancement activities designed to enhance the professional development of individual employees. Professional development and enhancement activities include both formal and informal activities that relate to early childhood education and the attainment of the interim teacher standards with the associated validation processes.

"Formal activities" include, but are not limited to, training courses, seminars, conferences, workshops and formal courses of study.

"Informal activities" include, but are not limited to, professional networking and professional reading or research where this relates to early childhood education and a report is prepared which summarises the reading/research covered.

Provided that informal activities may comprise up to 25 percent of the activities undertaken in any year unless the employer agrees in writing to a greater alternate allocation.

- (ii) "a day" shall be of 7.6 hours duration.
- (iii) "pro-rata" shall be determined proportionate to the ordinary hours of work for a full-time employee.
- (iv) "incremental anniversary date" means the date on which 12 months service has been completed since the date of the employees' last increment, provided that the required quantum of professional development, as specified within this clause, has been completed.
- (v) "service" for the purpose of this clause includes all paid leave.
- (vi) "child free day" means a day on which an employee is ordinarily employed, and which includes rostered teaching time or a combination of rostered teaching time and non-teaching time/management support ancillary time irrespective of proportion of teaching and non -

teaching/management support time. A day on which an employee is ordinarily employed, and which includes only rostered non-teaching time and/or management support/ancillary time shall not constitute a childfree day.

(vii) "Authorised Validator" means the Principal of Kardinia International College.

54.5 Context, commitments and principles

- (a) The Parties have developed this arrangement within the context of the following commitments and principles.
- (b) The Parties to this Agreement:
- are committed to ensuring that quality teaching and learning is of the highest priority and equally available to all.
 - acknowledge the essential link between the involvement of parents in the child's educational experience and improved learning by the child.
 - recognise that on-going professional growth of teachers is linked to high quality early childhood education and improved learning opportunities for children.
 - recognise the importance of a commitment by employers to support and encourage professional development particularly in relation to the provision of high quality programs.
 - recognise that early childhood teachers have a responsibility to identify their own developmental needs and to undertake continuous learning as a teacher in order to
 - enhance their knowledge and skills and maintain the teaching standards for early childhood teachers.
- (c) Employees shall progress through the classification structure through a combination of completion of appropriate Professional Development and validation against the Professional Standards.

54.6 Incremental progression within each classification

(a) Eligibility for increment – Early Childhood Teacher

- (i) Progress through the levels within a classification range (Graduate, Accomplished or Exemplary) shall be on the basis of the completion of 12 months service and the required quantum of professional development as provided in clause 54.6(c).
- (ii) From the date of certification of this Agreement, in determining the total time to qualify as service for the next increment in the case of an Early Childhood Casual Teacher as defined, including a Replacement Teacher, periods of employment of less than four weeks in any one kindergarten shall not be taken into account.

(b) A shared contribution to professional development

- (i) Consistent with the principles articulated at clause 54.5(a), both employees and employers will contribute to the achievement of the professional development objectives determined by employees in consultation with their employer.
- (ii) It is acknowledged that teachers make a contribution of their own time and resources and that in addition to the provision of paid time for teachers to undertake professional development, as provided at clause 54.6(e), employers may reimburse or meet part or all of the costs of professional development.

(c) Professional Development Quantum

Full-time Employees shall be required to complete 4 days of professional development activities in the 12 months immediately preceding their incremental anniversary date. These obligations shall continue to apply to Employees who have reached the top of their respective classification and will apply on a pro-rata basis for part-time Employees.

(d) Child free days

- (i) Within the 4 professional development and enhancement program days, provided for at clause 54.6(c), there shall be at least 2 child free days (pro-rata for part-time Employees).
- (ii) The determination of professional development activities undertaken on the 2 child free days shall be established within the context of the objectives contained within Employees' professional development and enhancement plans.
- (iii) The Employer may utilise one of the two childfree days for a formal professional development activity such as a staff conference. Employees will be expected to attend the Employer's professional development day if it is the Employees' allocated child free day. The Employer when determining the program for that day shall consider the professional development objectives of their employees.
- (iv) An Employee, when determining the professional development activity for the second child free day, may choose to participate in additional Employer-provided professional development of the nature referred to in clause 54.6(d)(iii), should this be available. However, they are not obliged to do so and may participate in other professional development activities that meet their agreed professional development objectives in consultation with the Employer.

(e) Identifying appropriate professional development

- (i) Employees should identify professional development and enhancement activities to be undertaken which relate to their identified objectives determined in consultation with their employer, support their learning and improve their capacity to undertake their role effectively.
- (ii) In establishing their plan and identifying appropriate professional development and enhancement activities, the Employee shall be aware that in developing their professional development and enhancement plan they shall take into account:
 - a. their professional and work related goals
 - b. their professional learning and training need in the context of skill development and acquisition and the interim teacher standards
 - c. the particular needs of the children and families within the service
 - d. the organisational needs of the Employer

(f) Scheduling the PD days

- (i) The Employer, if electing under the provisions of clause 54.6(d)(iii) to conduct a staff professional development activity (such as a conference) utilising one child free day shall, determine the scheduling of that day in consultation with staff.
- (ii) An Employee, when scheduling one or more of the child free days, subject to clause 54.6(d)(iii) and (iv) above, shall advise their Employer of the professional development activity they seek to undertake and seek their Employer's approval of the scheduling of that day/s to ensure that the professional development does not interrupt the kindergarten program. Approval shall not unreasonably be withheld.
- (iii) In scheduling the remaining professional development activities, the Employee may use unpaid time but may also use paid time provided they do not disturb teaching time beyond that

provided for in clauses 54.6(f)(i) and (ii) above. Provided further, where professional development activities occur in non-teaching time, the non-teaching and/or ancillary duties normally performed in this time will be undertaken by the Employee without disturbing teaching time or imposing any obligation on the Employer in respect of total paid hours.

(g) Where an Employee fails to complete the PD

- (i) Where an Employee fails to complete the required quantum of professional development within the relevant period, her/his incremental progression may be deferred for periods of up to three months at a time in order to provide the opportunity for the Employee to complete the required professional development. Any deferral should be documented by the Employer in writing and a copy provided to the Employee. On the completion of the required professional development the increment shall proceed from that date after suitable documentary evidence is provided to the Employer. This date becomes the Employee's new incremental anniversary date.
- (ii) The Parties acknowledge that situations may arise where the failure to undertake the required quantum of professional development may be for reasons beyond the control of the Employee and which directly affect the capacity of the Employee to undertake their professional development activities, such as, but not limited to, extended absences on paid sick leave. In such cases where requested by the Employee in writing within three months of the end of the incremental year, the Employer will provide the Employee with an opportunity to undertake the quantum of professional development within a further period of three months. Provided the Employer subsequently deems the Employee to have met the requirements, any increase in wage rates will be backdated to the Employee's incremental anniversary date.
- (iii) The Parties acknowledge that situations may arise where Employees are unable to undertake the required quantum of professional development due to continuous paid absences of illness or injury during the entire incremental year. In this case the Employer will seek to ensure the Employee is not disadvantaged in relation to an entitlement to increment.

(g) Grievance resolution

Where an Employee feels aggrieved about any decision undertaken throughout the process outlined in this clause, the Employee may appeal that decision through the processes as provided within clause 10 (Grievance procedure).

54.7 Progression between classification levels

- (a) No more than six months prior to their eligibility for reclassification, a Teacher may submit a 'Notice of Intention' to apply for validation. A copy of this shall be provided by the Teacher to the Employer.
- (b) The Teacher will prepare all relevant evidentiary material and documentation pertinent to the standards for the classification into which they seek to be reclassified. This information shall be utilised in the 'Application for Validation' to detail how the required standards have been met.
- (c) When ready to commence the validation process, and no less than three months prior to their incremental anniversary date, the Teacher shall complete and submit the 'Application for Validation'. Notwithstanding, the Teacher may withdraw the application at any time. Where a Teacher elects to do so, they shall advise their Employer in writing of this decision.
- (d) The validator shall undertake a review of the material provided by the Teacher in the context of the relevant standards. Having determined whether, in the validators' view, the Teacher has met the standards, the validator shall complete the 'Validators Section' of the 'Application for Validation', indicating their recommendations.

- (e) Where the recommendations of the validator unanimously endorse the application for reclassification, the validator shall confirm reclassification in writing to the Teacher. The Teacher's salary shall be adjusted from their incremental anniversary date.
- (f) Notwithstanding the provisions of clause 54.7(e), where an 'Application for Validation' is submitted less than 3 months prior to the Teacher's incremental anniversary date, reclassification and the associated salary adjustment shall be delayed by the same period.

(g) Extensions of time

- (i) A once only extension of time of up to 4 weeks may be provided by a validator where, having considered the 'Application for Validation', the validator determines that particular requirement(s) have not been met by the Teacher. Confirmation of the extension of time shall be provided in writing by the validator to the Teacher.
- (ii) Where an extension of time is provided, the validator shall provide the Teacher with specific information and reasons about the particular standard(s) that have not been met and the Teacher shall address these specific issue(s).
- (iii) On or before the expiry of the extension period, the Teacher shall provide to the validator a second submission of evidence to support their application for reclassification.
- (iv) The validator shall undertake a review of the second submission provided by the Teacher in the context of the particular standard(s) previously determined not to have been met.
- (v) Having determined whether, in their view, the Teacher has now met the standards, the validator shall complete the 'Validators Section' of the 'Application for Validation', indicating the validator's recommendation.
- (vi) Where the recommendations of the validator unanimously endorse the application for reclassification, the validator shall confirm reclassification in writing to the Teacher. The Teacher's incremental anniversary date shall be adjusted by the period of the extension of time and the salary increased from that date.

(h) Non-recommendation for reclassification

Where an Employee feels aggrieved about the validation process or the reclassification decision, the Employee may appeal that decision through the processes as provided within clause 10 (Grievance procedure).

(i) Application of incremental range following re-employment

From the date of certification of this Agreement, an Early Childhood Teacher who has been away from the teaching field shall return on the classification level at the time of resignation.

(j) Proof of qualification and movement to appropriate increment range

- (h) Early Childhood Teachers who hold a 3 year qualification as provided at clause 54.1(a)(i), who are employed within the Early Childhood Teacher classification (Graduate or Accomplished Levels) and who produce proof of their successful completion of a course leading to a four year Early Childhood Teaching Degree* shall be entitled to move to the next level in the Early Education Teacher classification from the date upon which this proof was produced to the employer. (*Or equivalent as approved by the Victorian Branch of Early Childhood Australia)

Provided however that where movement to the next level in the Early Childhood Teacher classification would require reclassification to the next range progression shall be subject to the

successful completion of the validation process as provided for in clause 54.7 This operative date shall take into account all previous service recognised under this Agreement.

Further they shall be eligible to progress under the provisions of clauses 54.6 and 54.7 to Exemplary Level 3-4.

- (ii) Early Childhood Teachers (Primary), who hold a qualification described at clause 54.1(a)(ii) and are employed within the Early Education Teacher classification (Graduate or Accomplished Level up a maximum 2-2), who produce proof of their successful completion of a course leading to a four year Early Childhood Teaching Degree* shall be entitled to move to the next level in the Early Education Teacher classification from the date upon which this proof was produced to the employer. (*Or equivalent as approved by the Victorian Branch of Early Childhood Australia)

This operative date shall take into account all previous service recognised under this Agreement.

- (iii) For the purposes of this clause, official notification from a tertiary institution that the required subjects of the appropriate qualification have been completed shall be taken as proof of holding that qualification.

54.10 Casual Relief Teacher

- (a) For a Casual Relief Teacher, as defined, payment shall be a minimum payment of three hours on any one day as per the wage rates under Schedule 5.
- (b) The hourly rate shall be based on level 1.2 plus a 25% loading. This loading shall be in lieu of the benefits of clause 7 (Annual leave and school holiday pay and leave loading) and clause 13 (Leave).

54.11 Casual Relieving Teacher

(a) Notification

At the time of appointment, the Employer shall provide written advice to the casual relieving Early Childhood Teacher, indicating:

- (i) the temporary nature of the employment;
- (ii) the expected duration of the appointment; and
- (iii) that the period of appointment can be varied at any time subject to the return to work of the Early Childhood Teacher being relieved.

(b) Term of appointment

A casual relieving Early Childhood Teacher may work the same hours as a full-time Early Childhood Teacher or part thereof for a specified period of time greater than four consecutive weeks in any one School year but no longer than a full school term or 10 consecutive term weeks, whichever is longer.

(c) Loading

A casual relieving Early Childhood Teacher shall be paid a loading of 25 per cent on that Early Childhood Teacher's salary in lieu of the following benefits:

- (i) clause 6 (Accident make-up pay);
- (ii) clause 7 (Annual leave and school holiday pay and leave loading);
- (iii) clause 13.6 (Personal/carer's leave (paid));
- (iv) clause 13.6(e) (Compassionate leave (paid));
- (v) clause 13.10 (Family and domestic violence leave (paid));
- (vi) clause 24 (Termination of employment), except that clause 24.2 shall apply.

54.12 Additional hours – permanent part-time Teachers

- (a) A permanent part-time Teacher is engaged in a permanent position to work less than full-time hours in accordance with this agreement.
- (b) A permanent part-time Teacher may agree, but shall not be compelled, to work additional hours for their Employer to provide emergency replacement up for a period of up to and including 4 days provided that in doing so their hours do not exceed the equivalent of a full-time Employee.
- (c) Hours of duty shall be determined according to the following:
 - (i) time allocated as Teaching Time; plus
 - (ii) time allocation for Non-teaching Time this being 25% of Teaching Time to undertake Program Support functions.
- (d) A Teacher undertaking additional hours as an emergency Teacher under the provisions of this clause shall be paid at their normal rate of pay (according to Schedule 5) with a 25% loading. This loading shall be in lieu of the benefits of clause 7 (Annual leave and school holiday pay and leave loading) and clause 13 (Leave with pay). Provided however any such payment shall not be at a rate lower than that applicable to an Employee engaged under the provisions of clause 54.10(b).

55. PAYMENT FOR UNDERGRADUATE TRAINING

Where an Early Childhood Teacher, with the agreement of the Employer, undertakes on behalf of a higher education institution the training of undergraduates on placement, any monies or fee payable by the institution pertaining to and as payment for the training and supervision of undergraduate student by the Early Childhood Teacher shall, if paid to the Employer be forwarded in full to the Teacher without delay.

56. HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

56.1 Early Childhood Teachers arrangement of hours

(a) Definitions

- (i) "Teaching time" means all time spent performing teaching duties whilst children are in attendance.
- (ii) "Non-teaching time" means all time spent performing duties related to teaching whilst children are not in attendance.
- (iii) "Management Support/Ancillary" time means all time spent performing Management Support/Ancillary functions.
- (iv) "Essential functions", those tasks designated as essential for an Early Education Teacher to perform.
- (v) "Non-essential functions", those tasks designated as not essential for an Early Education Teacher to perform.
- (vi) "Teaching duties" are essential functions and are the performance of duties whilst the teacher is in attendance with children in a kindergarten/preschool program and includes tasks such as: face to face teaching of children, routines, observations, supervision of other adults, maintenance of legal and health requirements, training undergraduates.
- (vii) "Non-teaching duties" are essential functions and consists of the following components:
 - a. "Program Development" which may consist of tasks such as program planning, individual records, evaluation of teaching program, training undergraduates.

- b. "Program Support" which may consist of tasks such as: preparation of the learning environment including materials and equipment, parent education and discussion, immediate planning and evaluation of teaching tasks.
 - c. "Administration of the kindergarten program" may consist of tasks such as: travel, dealing with visitors, ordering and purchasing program materials, supplies and equipment, data collection, and reports, performance reviews, submissions, participation in a review of preschool quality assurance.
- (viii) "Management Support/Ancillary functions" are non-essential functions and are related to the management /administration of the service and include tasks such as: administration of the enrolment system, arrangement of multi-use of centre, administration of payroll system, purchasing of non-program consumables, supervision of maintenance staff, arrangement of relief staff, additional supervision of children outside designated child attendance periods, general administration of the service, tasks related to the organisation of an excursion.

(b) Weekly hours

The hours of a week's work will be 38 hours for a full-time Early Education Teacher and pro-rata for a part-time Early Education Teacher.

(c) Total hours of employment

- (i) The total hours of employment for an Early Education Teacher consists of:
 - a. Teaching time, and
 - b. Non teaching time, and
 - c. Management Support/Ancillary (where allocated).
- (ii) The Employer will determine the duties to be allocated to an Employee and the time to perform the duties, including teaching and non-teaching duties.
- (iii) The Employer shall provide in writing to the Employee a statement of the Employee's total paid hours into Teaching time, Non-teaching time and, where allocated, Management Support/Ancillary time.

(d) Implementation of Arrangement of Hours

- (i) In implementing the Arrangement of Hours, priority will be given to increasing the teaching time of staff over any options available under this Agreement. However, the Employer reserves the right to allocate identified Management Support/Ancillary functions in accordance with this clause.
- (ii) The provisions of the Arrangement of Hours will be applied across a 76 hour fortnight provided that the specified proportions of Teaching and Non-Teaching time are maintained.

(e) Teaching and non-teaching

- (i) The Employer shall recognise the professional responsibility of an Employee to determine the specific functions and time management within these hours of working order to provide a quality educational program for children.
- (ii) In order to undertake tasks related to teaching, a qualified Early Childhood Teacher appointed by the Employer to be responsible for the planning and implementation of the early childhood education program, will be entitled to:
 - minutes non-teaching time in addition to each hour allocated to teaching time to a maximum of 25.5 hours teaching time per week provided that a full-time Employee who is teaching 25.5 hours per week will receive 12.5 hours per week non-teaching time.

- (iii) Non-teaching time shall consist of at least one rostered 2 hour block of time for a full-time Early Childhood Teacher and pro-rata for a part-time Early Childhood Teacher.

(f) Management support/ancillary

Where the Employer decides to allocate Management Support/Ancillary functions, a written list of those functions shall be provided to the Employee and an appropriate time allocation will be made. Where these functions or time allocations change, the Employer will update this list of functions provided to the Employee. Where required the necessary training shall be provided during paid time.

(g) Rosters

The Employer shall advise the Employee in writing of the daily rostered hours of work, stating the hours of commencement and finishing including times of any breaks. Once notified these times shall not be changed except by the Employer giving the Employee seven days clear notice during term. Alternatively, these times may be changed by mutual agreement between the Employer and Employee.

56.2 Hours of work and caseload

(a) Definitions

- (i) "Caseload" means the total number of children per week attending in both three and/or four year old kindergarten groups for which an Early Childhood Teacher has teaching responsibility in a kindergarten program.
- (ii) "Group size" means the number of children in a kindergarten program for whom an Early Childhood Teacher has teaching responsibility at any one time.

(b) Preamble

- (i) The parties agree that there should be established some parameters regarding the maximum number of children for whom a teacher is responsible in a week in kindergarten programs.
- (ii) The parties recognise that:
 - a. High quality programs are characterised by the quality and frequency of the teacher/child interactions and by the individualised planning by the Teacher for those children, and
 - b. There can be an inequity of workload for Teachers due to factors such as the length of child contact hours, expansion of three year old groups and the need for centres to ensure they offer a viable and affordable service.
 - c. An inequity of workload can exist for Early Education Teachers due to such factors and this can include part time teachers.
- (iii) It is therefore the desire of the parties to continue to improve the educational outcomes for young children by establishing maximum caseloads for Early Education Teachers.
- (iv) This goal is set in the context of ensuring the continuation of viable kindergarten services.

(c) Caseload for full-time Employees

- (i) Employed in four year old kindergarten programs.

The caseload for a full time Early Childhood Teacher with responsibility solely for a four year old kindergarten program shall not exceed 60 children and may be set within the range of 54 – 60 children as noted in clause 56.2(c)(iii) below.

- (ii) Employed in both four and three year old kindergarten programs.

The caseload for a full time Early Childhood Teacher with responsibility for both four year old and three year old kindergarten program groups shall not exceed 75 children and may be set within the range of 69 – 75 children as noted in clause 56.2(c)(iii) below.

- (iii) In establishing the caseload of an Early Childhood Teacher, within the caseload range the Employer may take into account factors such as registration limitations, the inclusion of children with additional/special needs and/or those of non English speaking background.

(d) Caseload Range for part-time Employees

- (i) The caseload for part time Early Childhood Teachers shall be determined in accordance with the caseload range in clause 56.2(d)(ii), taking into account the recommended ratios in clause 56.2(d)(iii) to 56.2 (d)(v).

- (ii) Caseload Range

Hours of Work	Only Four Year Old Kindergarten Groups	Both Four and Three Year Old Kindergarten Groups
28.5 to 38 hours	45 to 58 children	56 to 74 children
19 to 28.5 hours	30 to 44 children	38 to 56 children
9.5 to 18.5 hours	15 to 29 children	19 to 37 children

- (iii) The caseload for a part-time Early Childhood Teacher working solely with four year old kindergarten groups shall be determined in accordance with the table above and giving consideration to the recommended ratio of 38 minutes for each enrolled child thereafter.
- (iv) The caseload for a part-time Early Childhood Teacher working both with four year old and three year old kindergarten groups shall be determined in accordance with the table above and giving consideration to the recommended ratio of 30.4 minutes thereafter.
- (v) Notwithstanding clause 56.2(d)(iv) above, where a part-time Early Childhood Teacher has responsibility for one four year old kindergarten group and one three year old kindergarten group attending once per week for less than 4 hours per week, the recommended ratio of 23.75 minutes employment per enrolled child may be utilised.
- (vi) The caseload for a part time Early Childhood Teacher with responsibility solely for one four year old kindergarten group shall not exceed 30 children and may be set within the range of 27 - 30 children.
- (vii) In establishing the caseload of an Early Childhood Teacher, within the caseload range the Employer may take into account factors such as registration limitations, the inclusion of children with additional/special needs and/or those of non English speaking background.

(e) Variations and exceptions

- (i) The caseload of an Early Childhood Teacher may be varied outside the relevant caseload range as exceptions, where there is mutual consent by the Employer and Employee or where necessary, for example, in circumstances such as isolated/rural centres and service viability.
- (ii) Where such an exception occurs as in clause 56.2(e)(i) above the rationale for and duration of such exception shall be documented, and a copy provided to the Employee(s).

(f) Group size

The Employer, when establishing the group size for an Employee shall:

- (i) give consideration to the principles contained within the preamble to these provisions; and
- (ii) not exceed a maximum of 30 four year old children or 23 three year old children giving consideration to the factors identified at clause 56.2(d)(vii) and exceptions identified at clause 56.2(e)(i) above.

56.3 Rescheduling of hours of work

- (a)** Where the Employer requires an employee to attend one of the following professional meetings and this cannot occur during the Employee's rostered hours of work, the Employee may elect to reschedule hours other than Teaching time. This will normally occur within four weeks of the meetings listed below. Unless otherwise agreed by the Employer and Employee, approved meetings for the purposes of this clause are:
 - (i) professional consulting meetings with specialist children's services professionals relating to the needs of a particular child who attends the kindergarten program;
 - (ii) professional meetings with regional Teachers;
 - (iii) staff meetings organised by the Employer.
- (b)** The Employee shall obtain the prior consent of the Employer in the rescheduling of this non-contact time component of their ordinary hours of work and shall be taken as one hour of non-contact time for each hour required in attendance at the above meetings. Where the Employer allocates Management Support/Ancillary functions which require training, rostered hours of work may be rescheduled in accordance with this clause.
- (c)** Where an Employee genuinely reaches agreement with the Employer to vary the provisions of the break between attendance times as provided for in clause 56.1(a)(iii) or in relation to the break from teaching duties as provided for in clause 56.1(b)(ii) the balance of time referred to in these clauses shall be rescheduled within the week in which the variation occurs.
- (d)** Where attendance at professional meetings noted in clause 56.3 above cannot be rescheduled within the allocated non-teaching time, these additional hours will be paid to the Employee at their normal rate of pay.

57. SATURDAY / SUNDAY WORK RATES

Work ordinarily performed on a Saturday and / or Sunday shall be paid for at the rate of time and one half for the first three hours and double time thereafter, with a minimum payment of not less than three and one quarter hours at such rates.

58. SATURDAY / SUNDAY WORK MEAL ALLOWANCE

An employee required to work on Saturday and / or Sunday for longer than four hours shall be provided with a suitable meal or paid a meal allowance as per clause 51 of this Agreement.

59. BREAKS

59.1 Early Education Teachers

(a) Between attendance periods

- (i) Where one Teacher works two consecutive attendance periods with different groups of children in any one day, there shall be a break of not less than 45 minutes between the conclusion of one attendance period and the commencement of another attendance period.
- (ii) Where there are two Teachers working consecutive attendance periods with different groups of children in any one day, there shall be a break of not less than 45 minutes between the conclusion of one attendance period and the commencement of another attendance period.
- (iii) Provided that where an Employee genuinely agrees with the Employer to a break of no less than 30 minutes between the conclusion of one attendance period and the commencement of another attendance period, the provisions of (i) or (ii) above shall not apply and the balance of the time prescribed in (i) or (ii) above shall be rescheduled in accordance with clause 56.3(c).
- (iv) In order to allow for genuine agreement to occur, the Employer shall give the Employee no less than two weeks' written notice outlining the details of the proposal for her/his consideration. Such agreements may not exceed a preschool year at any one time and shall be subject to review by the parties.

(b) Breaks from teaching duties

- (i) No Teacher shall work for longer than 5.5 hours from commencement of work, without a break from teaching duties of 45 minutes duration.
- (ii) Where a Teacher genuinely agrees with the Employer to a break from teaching duties of no less than 30 minutes duration, the balance of the time prescribed in (i) above shall be rescheduled in accordance with clause 56.3(c).

In order to allow for genuine agreement to occur, the Employer shall give the Employee no less than two weeks written detailed notice of the proposal for her/his consideration. Such agreements may not exceed a preschool year at any one time and shall be subject to review by the parties.

- (iv) Provided further that where a Teacher genuinely agrees with the Employer to delay the break from teaching duties to no later than 6 hours from the commencement of work, the provisions of (i) above shall not apply.

In order to allow for genuine agreement to occur, the Employer shall give the Employee no less than two weeks written notice outlining the details of the proposal for her/his consideration. Such agreements may not exceed a preschool year at any one time and shall be subject to review by the parties.

- (iv) During the break from teaching duties, Employees will undertake non-teaching duties or management support functions as allocated by the Employer and this break shall count as time worked. Provided that where non-teaching duties or management support functions are not undertaken, or the Employee elects to have an unpaid break, then this break shall not count as time worked.

(c) Documentation of agreed variations

Where in accordance with clause 59.1(a)(iii), 59.1(b)(ii) or 59.1(b)(iii), an Employee genuinely agrees with the Employer to a variation of the provisions governing breaks, details of such agreement

including the period for which it shall apply, shall be documented and signed by the Employer and the relevant Employee who shall then be provided with a copy of the agreement.

(d) Withdrawal period

- (i) During the seven calendar days following the signing of an agreement under the provisions of clause 59.1(a)(iii), 59.1(b)(ii) or 59.1(b)(iii), the Employee will be given the opportunity to review the impact of the variation.
- (ii) At any time during this seven day period the Employee may rescind their agreement to the variation by notifying their Employer in writing and providing a copy to the relevant nominated Employee representative. At the conclusion of the seven day period and in the absence of such written notification by the Employee rescinding their agreement, the agreed variation shall be implemented.
- (iii) This review period shall not apply to subsequent decisions by the Employer and Employee to extend the agreement for a further period.

60. RATES OF PAY AND RELATED MATTERS – EARLY CHILDHOOD EDUCATORS

60.1 Definitions

- (a) “Early Childhood Educator” means an employee who performs general duties and duties with children, under the general direction of an Early Childhood qualified Teacher in a preschool/kindergarten program and/or performs general duties and duties with children in an Activity Group and/or a care based program.
- (b) “Additional Educator (Special needs)” means an Employee employed to either partly or wholly facilitate the inclusion of children with special needs into the program.
- (c) “Activity Group Leader” means a suitably qualified Employee appointed by the Employer to be responsible for the planning and implementation of early childhood programs other than a preschool/kindergarten program.
- (d) “Suitably qualified” for the purposes of the Activity Group Leader classification means a qualification that satisfies the requirements for a qualified staff member under the *Children’s Services Regulations 2009* (Vic) (as amended).

60.2 Application of incremental progression

(a) Early Childhood Educator

- (i) Progression from one level to the next within a classification is subject to an Early Childhood Educator meeting the following criteria:
 - a. competency at the existing level;
 - b. experience at that level and in-service training as required;
 - c. demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.
- (ii) Access to Level 2 is subject to the Assistant holding the Certificate III in Children’s Services in addition to having met the above criteria. Entry level for Certificate III holders is at Level 1.3.
- (iii) Where an Employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her incremental progression may be deferred for periods of three months at a time provided that:
 - a. the Employee is notified in writing as to the reasons for the deferral;

- b. the Employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
 - c. following any deferral, the Employee is provided with the necessary training in order to advance to the next level.
- (iv) Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the Employee to have met the requirements, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.
 - (v) Incremental progression to the next pay point level may be accelerated if:
 - a. an Employee has achieved competency at his/her existing level,
 - b. has demonstrated an ability to acquire the skills necessary to progress to the next pay point level prior to the completion of twelve months at his/her existing level.
 - (vi) Either the Employer or the Employee may seek to implement accelerated advancement. It is the Employer's responsibility to determine whether the accelerated advancement is appropriate.

(b) Activity Group Leaders

- (i) Progression from one level to the next within a classification is subject to an Activity Group Leader meeting the following criteria:
 - a. competency at the existing level;
 - b. twelve months experience at that level and professional development as agreed.
- (ii) The Activity Group Leader shall identify professional development activities to be undertaken which relate to their identified objectives determined in consultation with their employer.
- (iii) Where an Employee has not completed the agreed professional development within the 12 months, her/his incremental progression may be deferred for periods of three months at a time to provide an opportunity to complete the agreed professional development. In these circumstances the Employer shall notify the Employee in writing as to the reasons for the deferral of incremental progression.
- (iv) Where the completion of the agreed professional development has been deferred for operational reasons beyond the control of either party, and the Employee subsequently is deemed to have met the requirements, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

60.3 Casual Educators and Activity Group Leaders

- (a) The weekly rate for a casual Employee shall be 1/38th of the appropriate weekly rate prescribed for an Employee on commencement in the industry plus a loading of 25% of such hourly rate in Schedule 5 of this Agreement.
- (b) The employment of a casual Employee shall be terminated by at least one hour's notice by either party.

60.4 Additional payments

Where an Early Childhood Educator works a complete session without a qualified Teacher being present, that Educator is entitled to an additional payment for that session being 3.6% of the full time weekly wage applicable for an Employee on commencement in the industry.

60.5 Allowances

(a) Meal allowance

Where an Early Childhood Educator is required to work in excess of nine continuous hours on any one day, or after 6.00pm, the meal allowances as detailed in clause 51 of this Agreement will apply.

(b) Travel allowance

Where an Early Childhood Educator is directed to use their own motor vehicle on Employer's business, a travel allowance as detailed in clause 14 of this Agreement will apply.

61. HOURS OF WORK

61.1 Spread of hours – general

- (a)** The spread of ordinary hours will be between 7.00 a.m. and 6.00 p.m. on any day Monday to Friday inclusive in periods of not more than 8.5 hours provided that an Employee may be rostered for nine hours work on any such day in which case the second rest pause on that day will be taken free of contact duties with children.
- (b)** The Employer shall, by legible notice displayed at some place accessible to all Employees, notify the hours of commencing and ceasing work and the times of meal breaks. Such hours, once notified, shall not be changed except by seven days' clear notice to the Employee or by mutual agreement between the Employer and Employee.

61.2 Arrangement of hours – Early Childhood Educators

- (a)** An Early Childhood Educator shall, in accordance with this clause, be allocated:
 - (i) Contact time
 - (ii) Time for support duties
 - (iii) Time for non-teaching duties carried out under the supervision of a Teacher

(b) Contact time

An Early Childhood Educator shall undertake duties with children under the direction of a qualified Early Childhood Teacher in a preschool program or an Activity Group Leader in an Activity Program during the designated child attendance periods.

(c) Time for support duties

An Employee performing the duties of an Early Childhood Educator under the general direction of an Early Childhood Teacher in a preschool/kindergarten program is entitled, in addition to the period children attend the preschool/kindergarten program, to 45 minutes to undertake support duties (e.g. preparation, pack up or other duties relating to their work with children).

(d) Time for non-teaching duties carried out under the supervision of a Teacher

- (i) Time for non-teaching duties shall be allocated on the basis of 5 minutes for each hour or part thereof of contact time up to a maximum of 2 hours and 10 minutes per week (or 4 hours and 20 minutes per fortnight).

- (ii) The non-teaching tasks undertaken by the assistant under the direct supervision of the Teacher may include:
 - a. Preparation of the learning environment including materials and equipment
 - b. Contributing to immediate planning and evaluation of teaching tasks
 - c. Participation in a review of preschool quality assurance
 - d. Preparation and production of communications with parents such as portfolios, displays, newsletters etc,
 - e. Preparation associated with and participation in transition plans;
 - f. Data collection and reports that do not require professional judgement
 - g. Dealing with visitors
 - h. Ordering and purchasing equipment
 - i. Travel.
- (iii) Any dispute between the relevant Teacher/Educator and/or the Employer concerning the allocation of tasks to the Educator shall be dealt with through the processes as provided for in clause 10 (Grievance Procedure).
- (iv) Unless otherwise agreed, time for non-teaching duties shall be allocated in no more than one or two periods per week and where possible shall be scheduled adjacent to rostered contact and/or preparation time. In scheduling the additional hours for an Educator employed at the date of certification of this Agreement consideration should be given to issues of health and safety, family responsibilities and other employment commitments.
- (v) An Early Childhood Educator employed at the date of certification of this Agreement shall not be compelled to accept an increase of their hours of employment in accordance with the provisions of this sub-clause. Where an Educator refuses the additional hours, those hours may be allocated to another Educator (with their agreement). Where this is not possible the matter shall be dealt with as provided for in clause 10 (Grievance Procedure).
- (vi) Any dispute in relation to the allocation of time for undertaking of non-teaching duties as provided for in this clause, including any failure of the Employer to make such an allocation, shall be dealt with in as provided for in clause 10 (Grievance Procedure).
- (vii) Sub-clauses (i) to (vi) do not apply to Activity Group Leaders, as defined.

61.3 Time for preparation and planning – Activity Group Leaders

An Employee performing the duties of an Activity Group Leader is entitled to 30 minutes preparation time in addition to each period of contact time with children and an average of fifteen minutes per week allocated for planning.

62. BREAKS

62.1 Meal breaks – Early Childhood Educator

- (a) An Early Childhood Educator will not normally be required to work more than five hours without a break for a meal totally free from any duties, of not less than 30 minutes between the conclusion of the morning program time and the beginning of the afternoon program time. In this circumstance the break will not count as time worked.

(b) However:

- (i) where an Educator may be required to undertake preparation, pack up or other duties related to their work with children during a meal break, such break shall be counted as time worked and paid at ordinary rates.
- (ii) where an Educator may be required to undertake non-teaching duties under the direct supervision of a Teacher during the meal break, such break shall be counted as time worked and paid at ordinary rates.
- (iii) where an Educator may be required to supervise children during a meal break, such a meal break shall be of 45 minutes duration and shall be counted as time worked and paid at ordinary rates.
- (iv) where an Educator works 5.5 hours without a meal break, such a meal break must be of a minimum of 30 minutes and totally free from any duties and shall be counted as time worked and paid at ordinary rates.

62.2 Meal breaks – Activity Group Leader

- (a)** An Activity Group Leader will not normally be required to work more than five hours without a break for a meal totally free from any duties, of not less than 30 minutes. In this circumstance the break will not count as time worked.
- (b) However, where an Activity Group Leader:**
 - (i) may be required to undertake preparation, pack up or other duties related to their work with children during a meal break, such break shall be counted as time worked and paid at ordinary rates.
 - (ii) may be required to supervise children during a meal break, such a meal break shall be of 45 minutes duration and shall be counted as time worked and paid at ordinary rates.
 - (iii) works 5.5 hours without a meal break, such a meal break must be of a minimum of 30 minutes and totally free from any duties and shall be counted as time worked and paid at ordinary rates.

63. REST PAUSES

All Employees shall be allowed a morning rest period of ten minutes daily between the second and third hour from starting time, and, if the day's work exceeds seven hours from starting time, the Employee shall be allowed an afternoon rest pause of ten minutes to be taken during ordinary working hours at a time mutually convenient to the Employer and the Employee in the establishment concerned. Such rest pauses shall be counted as time worked provided that employees responsible for supervising children may be required to continue such supervision during the said rest pauses.

64. OVERTIME, TIME IN LIEU, MAKE-UP TIME

64.1 Overtime

- (a)** Except as otherwise provided in this clause, for all work done outside the ordinary spread of hours, the rate shall be time and a half for the first two hours and double time thereafter. In computing overtime, each day's work shall stand alone.
- (b)** Work performed on a Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, with a minimum payment of not less than three and one-quarter hours at such rate.
- (c)** Work performed on Sundays shall be paid for at the rate of double time and work performed on a public holiday shall be paid for at the rate of double time and a half, with a minimum payment of not less than three and one-quarter hours at such rate.

- (d) Where overtime or extra shifts are required to be worked in accordance with the requirements of the Early Childhood Teacher's program, the Employer shall give preference for such work to Early Childhood Educators covered by the terms of this Agreement where it is reasonably practicable to do so.
- (e) Where overtime is required to be worked in accordance with the requirements of the case management of a child for whom an Additional Educator (Special Needs) has been employed the Additional Educator (Special Needs) shall have the additional hours paid at the appropriate overtime penalty.
- (f) Where an Employee's additional hours are worked during the ordinary spread of hours or in an emergency replacement situation within the ordinary spread of hours the rate of pay shall be the ordinary rate plus a loading of 25% for each additional hour
- (g) A part-time Employee employed outside the ordinary spread of hours shall have the hourly rate increased by the appropriate overtime penalty.

64.2 Time in lieu system

- (a) Notwithstanding provisions elsewhere in the Agreement, the Employer and individual Employees may agree to establish a system of time off in lieu of overtime provided that:
 - (i) an Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer;
 - (ii) overtime taken as time off during ordinary time hours shall be taken at this ordinary time rate, that is an hour for each hour worked.
- (b) The Employer shall if requested by an Employee, provide payment at the rate provided for the payment of overtime as prescribed in clause 64.1(a) of this Agreement as appropriate, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

64.3 Make-up time system

- (a) Notwithstanding provisions elsewhere in the Agreement, the Employer and the individual Employees may agree to establish a system of make-up time provided that an Employee may elect, with the consent of the Employer to work make-up time under which the Employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.
- (b) An Employee on shift work may elect, with the consent of their Employer, to work make-up time under which the Employee takes time off ordinary hours and works those hours at a later time at the shift work rate which would have been applicable to the hours taken off.

65. COCURRICULAR

Although encouraged to participate in the College's cocurricular program, Early Childhood Teachers and Educators are not required to complete an appropriate number of cocurricular activities.

PART 7 – SPECIAL BENEFITS

66. STAFF TUITION FEE DISCOUNT

- 66.1** Full time Employees who have children attending Kardinia International College will have a reduction of 50% of the net tuition fees for each child. All other fees will apply as normal.
- 66.2** Part time Employees will have a pro rata 50% reduction in net tuition fees.
- 66.3** Contract Employees will receive the relevant discount after the first six months of continuous service. Such discount is not retrospective
- 66.4** Where an Employee is absent from work on leave without pay, the net tuition fee reduction will apply for the first two years of the period of approved unpaid leave and will be based on the average time fraction for the 12-month period immediately prior to the commencement of unpaid leave.

67. AFTER SCHOOL CARE FOR CHILDREN OF TEACHING STAFF

The children of Teachers who attend Kardinia International College are able to attend the Out of School Hours Care Centre during formal scheduled meeting times free of charge.

68. LAPTOP COMPUTER ARRANGEMENTS

The College will provide a laptop computer to all Teachers and to School Officers and School Services Officers where their duties require them to have access to a laptop computer.

69. BONUS FOR ALL EMPLOYEES

- 69.1** For each year of the Agreement each Employee will receive a monetary bonus. For part time Employees, the bonus will be given on a pro rata basis using the highest time fraction worked in that year.
- 69.2** The bonus will be given in the second pay period of November and will be pro rata where Employees have worked only part of the School Year.
- 69.3** The bonus will be indexed against the annual increase in the rates of pay under this Agreement, rounded to the nearest \$50, for the term of this Agreement.

SCHEDULE 1**RATES OF PAY: TEACHERS**

The following rates of pay are effective for a full-time Teacher (primary/secondary school) from the first full pay period incorporating 1st February of each year.

LEVEL	2019	2020
	1 February	1 February
T2-6	\$104,551	\$107,949
T2-5	\$96,651	\$99,792
T2-4	\$93,120	\$96,146
T2-3	\$89,893	\$92,815
T2-2	\$86,694	\$89,512
T2-1	\$83,609	\$86,326
T1-5	\$80,635	\$83,256
T1-4	\$77,764	\$80,291
T1-3	\$74,997	\$77,434
T1-2	\$72,328	\$74,679
T1-1	\$69,754	\$72,021

Note: To obtain weekly rate of pay, divide the annual rate of pay by 52.18.

SCHEDULE 2

RATES OF PAY: EMERGENCY TEACHERS

The following rates of pay are effective for an Emergency Teacher (primary/secondary school) from the first full pay period incorporating 1st February of each year.

	2019 \$	2020 \$
Per Day	370.98	383.13
Per Hour	61.83	63.76

SCHEDULE 3**RATES OF PAY: SCHOOL OFFICERS**

The following rates of pay are effective for a full-time, adult School Officer from the first full pay period incorporating 1st February 2019.

The rates contained in this schedule are for a full time Category A Employee

Sub	Level 1 \$	Level 2 \$	Level 3 \$	Level 4 \$	Level 5 \$
1	48,039	58,888	73,198	83,654	99,385
2	49,981	60,650	75,146	85,980	101,967
3	52,139	61,640	77,808	88,717	104,548
4	54,618	64,776	79,044	90,588	107,131
5	56,176	67,199	81,672	92,000	109,718
6			82,939	95,285	

The following pay rates are effective for a full-time, adult School Officer from the first full pay period incorporating 1st February 2020

The rates contained in this schedule are for a full time Category A Employee

Sub	Level 1 \$	Level 2 \$	Level 3 \$	Level 4 \$	Level 5 \$
1	49,600	60,802	75,577	86,373	102,615
2	51,605	62,621	77,588	88,774	105,281
3	53,834	63,643	80,337	91,600	107,946
4	56,393	66,881	81,613	93,532	110,613
5	58,002	69,383	84,326	94,990	113,284
6			85,635	98,382	

Note: To obtain weekly rate of pay, divide the annual rate of pay by 52.18.

SCHEDULE 4

RATES OF PAY: SCHOOL SERVICES OFFICERS

The following rates of pay are effective for a full-time adult School Services Officer from the first full pay period incorporating 1st February 2019.

Sub-division	Level 1 \$	Level 2 \$	Level 3 \$	Level 4 \$
1	44,579	50,819	55,056	60,620
2	46,290	51,865	56,520	61,776
3	47,999	52,909	57,983	62,932
4	49,709	54,210	59,444	64,089
5		55,000	60,907	65,247

The following rates of pay are effective for a full-time adult School Services Officer from the first full pay period incorporating 1st February 2020.

Sub-division	Level 1 \$	Level 2 \$	Level 3 \$	Level 4 \$
1	46,028	52,471	56,845	62,590
2	47,794	53,551	58,357	63,784
3	49,559	54,629	59,867	64,977
4	51,325	55,972	61,376	66,172
5		56,788	62,886	67,368

Progression

Progression within Levels 2 to 4 shall be by annual increments having regard to the acquisition and utilisation of skills and knowledge through experience in the Employee's work setting(s) over such period

Note: To obtain the weekly rate of pay, divide the annual rate of pay by 52.18.

SCHEDULE 5

RATES OF PAY: EARLY CHILDHOOD TEACHERS AND EDUCATORS

The rates of pay for a full-time, adult Early Childhood Teacher and Educator from the first full pay period incorporating 1st August 2018 are provided in the following tables.

Early Childhood Teacher

Classification	2019	2020
	1 February \$	1 February \$
Exemplary		
Level 3.5	107,213	110,697
Level 3.4	100,489	103,755
Level 3.3	93,781	96,829
Level 3.2	87,066	89,896
Level 3.1	82,008	84,673
Accomplished		
Level 2.5	79,893	82,490
Level 2.4	77,780	80,308
Level 2.3	75,412	77,863
Level 2.2	73,172	75,550
Level 2.1	71,532	73,857
Graduate		
Level 1.2	66,181	68,332
Level 1.1	64,317	66,407
Casual rate		
Level 2.5 plus 25% (per hour)	50.36	52.00

Educator

Classification	2019	2020
Level 2.1	50,949	52,605
Level 1.5	50,008	51,633
Level 1.4	49,065	50,660
Level 1.3	48,123	49,687
Level 1.2	47,182	48,715
Level 1.1	46,239	47,742
Casual rate		
Level 2.1 plus 25% (per hour)	32.11	33.15

Activity Group Leader

Classification	2019	2020
Per hour	27.33	29.14

EXECUTED as an agreement this 13th day of August 2019

EMPLOYER REPRESENTATIVE

Signed: *Blackhart*

Date: 13/08/2019

Name in full (printed): Catherine Anne Lockhart

Position title: Principal

Authority to sign explained: Principal (Employer)

Address: 29-31 Kardinia Drive Bell Post Hill 3215 Victoria

Witnessed by: *J. Campbell*

Witness name in full: JACQUELINE CAMPBELL

Witness address: KARDINIA INTERNATIONAL COLLEGE
29-31 KARDINIA DRIVE, BELL POST HILL

EMPLOYEE REPRESENTATIVE

Signed: *L. Sydor*

Date: 13/8/2019

Name in full (printed): LINDA SYDOR PETKOVIC

Position title: PA TO PRINCIPAL

Authority to sign explained: PA TO PRINCIPAL (EMPLOYEE)

Address: 29-31 KARDINIA DRIVE BELL POST HILL 3215 VICTORIA

Witnessed by: *J. Campbell*

Witness name in full: JACQUELINE CAMPBELL

Witness address: KARDINIA INTERNATIONAL COLLEGE
29-31 KARDINIA DRIVE, BELL POST HILL