



# DECISION

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

**Kilvington Grammar School Limited T/A Kilvington Grammar School**  
(AG2020/3709)

## KILVINGTON GRAMMAR SCHOOL AGREEMENT 2020

Educational services

DEPUTY PRESIDENT BOYCE

SYDNEY, 7 JANUARY 2021

*Application for approval of the Kilvington Grammar School Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement to be known as the *Kilvington Grammar School Agreement 2020 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by Kilvington Grammar School Limited (**Employer**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings dated 21 December 2020. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Educational Services (Teachers) Award 2020*, and the *Educational Services (Schools) General Staff Award 2020* respectfully), and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[4] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] 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 to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 January 2021. The nominal expiry date of the Agreement is 7 January 2025.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**  
AG2020/3709

**Applicant:**  
Kilvington Grammar School Limited T/A Kilvington Grammar School

### Undertaking- section 190

I, Hirian Hinson, Director of Business of Kilvington Grammar School give the following undertaking with respect to the *Kilvington Grammar School Agreement 2020* ("the Agreement"):

1. I have the authority given to me by Kilvington Grammar School to provide this undertaking in relation to this application before the Fair Work Commission.
2. Kilvington Grammar School undertakes the following:
  - a. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency."
  - b. General Staff employees covered by this Agreement will not engage in shift work during the life of this Agreement as defined by the *Educational Services (Schools) General Staff Award 2020*.
  - c. A General Staff employee who is required to work ordinary hours on a Saturday or Sunday will be paid 150% of the minimum hourly rate for ordinary hours worked on a Saturday and 200% of the minimum hourly rate for ordinary hours worked on a Sunday."

**Employer name:** Hirian Hinson

**Authority to sign:** Director of Business

**Signature:** 

**Date:** 21/12/2020

# KILVINGTON GRAMMAR SCHOOL AGREEMENT 2020

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

## **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

### **1.0 TITLE**

This Agreement is to be known as the Kilvington Grammar School Agreement 2020 (the Agreement) and is a single enterprise agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth) (the Act).

### **2.0 COMMENCEMENT DATE AND PERIOD OF OPERATION**

**2.1** Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with section 54 of the Act.

**2.2** The nominal expiry date of the Agreement is four (4) years from the date of approval.

### **3.0 COVERAGE**

**3.1** This Agreement covers:

- (a) the Employer
- (b) Teachers
- (c) General Staff Employees, as defined in clause 7.0 (Definitions).

**3.2** This Agreement does not cover

- (a) the Principal
- (b) a Deputy Principal (by whatever name called)
- (c) a Director of Business (by whatever name called)
- (d) a Director of Marketing and Development (by whatever name called)
- (e) instructional services employees (Sport Coaches and Instrumental Music and Speech and Drama Tutors)
- (f) apprentices, trainees or supported wage employees
- (g) a member of a recognised religious teaching order and/or Minister of Religion.

### **4.0 APPLICATION**

**4.1** Parts 1 and 2 of the Agreement apply to all Employees covered by the Agreement. Part 3 applies to the particular types of Employees nominated in the headings of this Part.

### **5.0 RELATIONSHIP TO AWARDS**

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

### **6.0 CONSULTATIVE FRAMEWORK**

**6.1** Parties to the agreement are committed to continual, real and on-going consultation to maintain and identify further models for continuous improvement for the benefit of both the employees and employer.

- 6.2** There will be a Consultative Committee at the School. The Consultative Committee will be convened to facilitate communication between the employees and employer. The Committee will meet at least annually with the Principal or the Principal's delegate. Any member of the Committee or the Principal may request that a meeting be convened at any time.
- 6.3** The Consultative Committee will comprise:
- (a) the Principal or his/her nominee
  - (b) the Director of Business or his/her nominee.
- An elected person from the following:
- (c) One(1) Teaching staff representing Senior School
  - (d) One(1) Teaching staff representing Junior School
  - (e) One(1) Teaching staff representing ELC
  - (f) Two(2) General Staff
- 6.4** It is recognised that from time to time additional representation on behalf of the School and staff or the Union may be involved.
- 6.5** Each member of the Committee may choose to have a proxy
- 6.6** The term of office of each member shall be for a minimum of one year and a maximum of three years. In the event that a member resigns, or a position on the Committee becomes vacant, the position will be filled accordingly as soon as practicable
- 6.7** The Chairperson of the Committee will be the Principal except where the Principal nominates another Chairperson.
- 6.8** The Principal, on behalf of the Employer, shall consult with the Consultative Committee on ongoing industrial or employment matters including but not limited to:
- (a) workload issues including, involvement in co-curricular activities, equity of workloads, levels of classroom support, other duties and the implementation of the Agreement.
  - (b) School policies which concern workload issues including, involvement in co-curricular activities, equity of workloads, levels of the classroom support and other duties; salary and remuneration; public holidays, leave and matters relating to the employment relationship.
- 6.9** The Committee acknowledges that the final decision-making remains the prerogative of the Board, as exercised through the Principal of the School. However the Principal will consider any recommendations made by the Committee.
- 6.10** All parties shall have the right to put forward issues for the Agenda and that Agenda will be circulated three days prior to the meeting and will be displayed on appropriate noticeboards. Meetings will take place within working hours.
- 6.11** Minutes of the Committee meetings will be recorded and distributed to all Employees.
- 6.12** The recommendations of the Consultative Committee will be carried forward to the next most practical School Executive meeting, who will respond to the Committee members in writing within a reasonable timeframe.
- 6.13** When confidential matters are discussed by the Committee, all members of the Committee are bound by that confidentiality. The Committee, by majority decision may, determine whether a matter is confidential prior to a detailed discussion of the matter.

## 7.0 DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Annualised General Staff employee	means a General Staff Employee who is engaged as being entitled to absent for school holidays, which includes five weeks annual leave and a period of leave without pay.
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Awards	means the following: <ul style="list-style-type: none"> <li>• Educational Services (Schools) General Staff Award 2020, and</li> <li>• Educational Services (Teachers) Award 2010 or their successor award(s)</li> </ul>
Casual Employee	means an Employee employed pursuant to clause 9.6 of this Agreement
Continuous Employment	means for the purpose of calculating long service leave is defined by <i>Long Service Leave Act 2018</i> (Vic) (as varied from time to time) or the award-derived term under the NES, as appropriate.
Employee	means a person covered by this Agreement
Employer	means the Kilvington Grammar School Ltd (ABN 79 117 529 932)
Executive Team	means Principal, Deputy Principal, Director of Business and Director of Marketing and Development
Face to Face Teaching	means regular rostered academic teaching sessions in a documented course of study (approved by either the School Board, Principal or Victorian Curriculum and Assessment Authority), only for which course the Teacher has prime and direct responsibility for planning, instruction, assessment and reporting.  The following are <b>not</b> considered to be components of Face to Face Teaching: <ul style="list-style-type: none"> <li>• Staff Commencement Days.</li> <li>• Co-Curricular Programs.</li> <li>• Cover of Classes (as required for operational reasons)</li> <li>• Supervision duties, which include: Yard duty, Detentions, Study Room and Library, Specialist Programs, Internal Examinations, other as required.</li> <li>• Staff professional development.</li> <li>• Staff meetings which include: Staff Briefings, Faculty meetings, House meetings and Year Level Meetings.</li> <li>• Whole School, Year Level and House Assemblies and community events such as Annual Concert, Celebration Night and the School Fair.</li> <li>• Parent/Student/Teacher Interviews and Information evenings.</li> </ul>

	<ul style="list-style-type: none"> <li>• Camps.</li> <li>• Open Days.</li> </ul>
Fixed Term Employee	means an Employee employed pursuant to clause 9.5 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 9.3 of this Agreement
General Staff Employee	<p>means an Employee of a school providing:</p> <ul style="list-style-type: none"> <li>(a) classroom support services—being an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students;</li> <li>(b) curriculum/resources services—being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;</li> <li>(c) nursing services—being an employee who is a registered nurse in the relevant State/Territory and is employed as such;</li> <li>(d) preschool/childcare services—being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);</li> <li>(e) school administration services—being an employee whose principal duties are in the functional areas of a school’s business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management;</li> <li>(f) school operational services—being an employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> <li>(i) construction, plumbing, carpentry, painting and other trades;</li> <li>(ii) cleaning, maintenance, school facility management;</li> <li>(iii) security, caretaking;</li> <li>(iv) gardening, turf management, farming;</li> <li>(v) retailing—canteens, uniform shops, book shops;</li> <li>(vi) cooking/catering, housekeeping, laundry; and</li> <li>(vii) bus driving and vehicle maintenance.</li> </ul> </li> <li>(g) wellbeing services—being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists.</li> </ul>
NES	means the National Employment Standards as contained in Part 2-2 of the Act
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks’ annual leave)



Part Time Employee	means an Employee employed pursuant to clause 9.4 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3A of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) or its successor
Principal	means Principal of Kilvington Grammar School Ltd or his or her nominee
School	means Kilvington Grammar School Ltd (79 117 529 932) trading as Kilvington Grammar School
School Holidays	means a period of holidays as determined by the Employer and announced 12 months' prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian Government for Victorian Government schools
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
Senior Manager	means a Teacher who is employed in the position of Head of School or Dean (or equivalent position should the title of the position change during the term of the Agreement)
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes a qualified teacher librarian, Director of ELC and an ELC Teacher but does not include a person employed as a Principal or a Deputy Principal, by whatever name called

## 8.0 DISPUTE RESOLUTION PROCEDURE

8.1 If a dispute relates to

- (a) a matter arising under the Agreement, or
- (b) the NES

this clause sets out procedures to settle the dispute.

8.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

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

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

8.5 The FWC may deal with the dispute in two stages:

- (a) the FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and

- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (i) in relation to the NES, arbitrate the dispute, or
  - (ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.

*Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 8.6 While the parties are trying to resolve the dispute using the procedures in this clause:
  - a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b) an Employee must comply with a direction given by the Employer to perform available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) the *Occupational Health and Safety Act 2004* (Vic), or its successor, would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 8.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

## 9.0 MODES OF EMPLOYMENT

9.1 The Employer may employ an Employee as a Full Time, Part Time, Fixed Term or Casual Employee.

9.2 The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

### 9.3 Full Time Employees

The Employer may engage an Employee on a Full Time basis in accordance with this Agreement.

### 9.4 Part Time Employee

9.4.1 The Employer may employ a Part Time Employee on a pro rata basis.

9.4.2 A Part Time Employee is entitled to receive all entitlements under this Agreement on a pro rata basis.

9.4.3 The Employer will set out in writing the part time hours required upon the engagement of the Employee and at any other time when a permanent variation occurs. For a Part Time Teacher, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken.

9.4.4 A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis of a full-time teacher. The pro rata annual salary is calculated using the following formula.

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

**9.4.5** A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.

**9.4.6** The Employer cannot vary a Part Time Teacher's teaching load or days of attendance unless

- (a) the Teacher consents; or
- (b) where such variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven weeks' notice in writing, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven weeks.

## **9.5 Fixed Term Employee**

**9.5.1** The Employer may employ an Employee to work on either a Full Time or Part Time basis for a fixed period of time to replace another Employee or to work for a specified period of time to complete a task for which funding has been made available or which is for a limited period of operation.

**9.5.2** A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis.

**9.5.3** Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the fixed term Employee of:

- the temporary nature of the employment;
- the benefits which are applicable under this Agreement;
- the rights of any Employee being replaced.

**9.5.4** The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the provisions of clause **31.0**.

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

- notice of termination (where the date of cessation of employment is stated at the time of appointment)
- redundancy
- paid parental leave

## **9.6 Casual Employee**

**9.6.1** The Employer may employ an Employee as a Casual Employee.

**9.6.2** The Employer must not engage a Casual Employee (other than a Casual Teacher) for less than 2 hours on any given day. The Employer will engage a Casual Teacher for a full day or a half day. A full day rate is triggered when the Casual Teacher works for more than 3 hours in one day.

**9.6.3** A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave

- school holidays
- non attendance time
- leave loading
- paid personal/carer's leave
- paid compassionate leave  
accident make-up pay
- paid parental leave
- paid family and domestic violence leave
- School Fee Discount

**9.6.4** A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave, paid long service leave and unpaid family and domestic violent leave where eligible.

**9.6.5** An Employer must not employ a Casual Teacher, in such a capacity for more than twenty consecutive school days. By mutual agreement, between the Casual Teacher and the Employer, employment may be for up to one school term, where the days are consecutive.

**9.6.6** An Employer must not employ a Casual General Staff Employee, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 38 hours per week or an average thereof per fortnight or month on work of an ongoing nature which involves the performance of a regular number of hours per week or over the averaging period.

**9.6.7 Right to request casual conversion – General Staff Employees**

- a) A person engaged by a particular employer as a regular casual General Staff Employee may request that their employment be converted to full-time or part-time employment.
- b) A regular casual General Staff Employee is a casual General Staff Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- c) A regular casual General Staff Employee who has worked equivalent full-time hours over the preceding period of 12 months 'casual employment may request to have their employment converted to full-time employment.
- d) A regular casual General Staff Employee who has worked less than equivalent full-time hours over the preceding period of 12 months 'casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- e) Any request under clause **9.6.7** must be in writing and provided to the employer.
- f) Where a regular casual General Staff Employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual General Staff Employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award –that is, the casual General Staff Employee is not truly a regular casual General Staff Employee as defined in clause **9.6.7 (b)**;

- (ii) it is known or reasonably foreseeable that the regular casual General Staff Employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
  - i) Where the employer refuses a regular casual General Staff Employee's request to convert, the employer must provide the casual General Staff Employee with the employer's reasons for refusal in writing within 21 days of the request being made.
  - j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 8.0. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
  - k) Where it is agreed that a casual General Staff Employee will have their employment converted to full-time or part-time employment as provided for in clause 9.6.7, the employer and employee must discuss and record in writing:
    - (i) the form of employment to which the employee will convert –that is, full-time or part-time employment; and
    - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 9.4.
  - l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
  - m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
  - n) A casual General Staff Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 9.6.7.
  - o) Nothing in clause 9.6.7 obliges a regular casual General Staff Employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
  - p) Nothing in clause 9.6.7 requires an employer to increase the hours of a regular casual General Staff Employee seeking conversion to full-time or part-time employment.
  - q) An employer must provide a casual General Staff Employee, whether a regular casual employee or not, with a copy of the provisions of clause 9.6.7 within the first 12 months of the employee's first engagement to perform work. In respect of casual General Staff Employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of clause 9.6.7 by 1 January 2019.
  - r) A casual General Staff Employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 9.6.7 (q)

## 9.7 Letter of Appointment

Each Employee (other than a casual employee) upon engagement shall be issued with a letter of appointment by the Principal including classification, salary rate and other

service benefits.

## **9.8 Consultation about Change**

**9.8.1** This clause applies if the Employer:

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

### **Major change**

**9.8.2** For a major change referred to in clause **9.8.1(a)**:

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses **9.8.3** to **9.8.9** apply.

**9.8.3** The relevant Employees may appoint a Representative for the purposes of the procedures in this term.

**9.8.4** If:

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

the Employer must recognise the Representative.

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

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

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

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

**9.8.8** If a clause in this Agreement provides for a major change to production, program,

organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.8.2(a) and clauses 9.8.3 and 9.8.5 are taken not to apply.

**9.8.9** In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

#### **Change to regular roster or ordinary hours of work**

**9.8.10** For a change referred to in clause 9.8.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) clauses 9.8.11 to 9.8.15 apply.

**9.8.11** The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.

**9.8.12** If:

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

the Employer must recognise the Representative.

**9.8.13** The Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
  - (i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
  - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).



- 9.8.14** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.8.15** The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.8.16** For the purposes of clauses **9.8.11** to **9.8.15**, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester or a School Year basis, and
  - (b) ordinarily changes between one period of operation and the next, and
  - (c) may change during the period of operation,
- is not a regular roster.
- 9.8.17** However, where a change to a School's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee or
  - (b) to the spread of hours over which the Employee's ordinary hours, are required to be worked, or
  - (c) the days over which the Employee is required to work,
- clauses **9.8.11** to **9.8.15** will apply.

In this clause:

Relevant Employees means the Employees who may be affected by a change referred to in clauses **9.8.1**.

## **9.9 Individual Flexibility Arrangements**

- 9.9.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- 9.9.2** The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and



- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*;  
and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

**9.9.3** The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the 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
- (e) states the day on which the arrangement commences.

**9.9.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**9.9.5** The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing—at any time.

**PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT**

**10.0 MINIMUM EMPLOYMENT PERIOD**

- 10.1** An Employee’s employment is contingent upon the satisfactory completion of a six month minimum employment period, as defined by the Act.
- 10.2** If the Employer is to terminate the employment of an Employee during the minimum employment period, the Employer does not need to comply with the relevant notice of termination provisions and the due process referred to in clause **31.0**.
- 10.3** If the Employer is to terminate the Employee within the minimum employment period, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

<b>Employee</b>	<b>Period of Notice</b>
Teacher	7 weeks’ notice
General Staff	4 weeks’ notice
Employee	

- 10.4** If the Employee is to resign within minimum employment period, then the Employee is required to give the same notice required of the Employer in clause **10.3** above.

**11.0 SALARY AND RESPONSIBILITY ALLOWANCES**

- 11.1** Salaries and responsibility allowances are specified in the schedules attached to this Agreement.
- 11.2** From 2020, the parties will meet in June of each year to discuss and finalise salary levels and responsibility allowances for the following School Year, i.e. meet in June of 2020 and 2021. The salary schedules for 2021 and 2024 will be published via the School Intranet, or an equivalent means.
- 11.3** For the purpose of clause **11.2**, salary levels and responsibility allowances will be discussed by the Consultative Committee.

**12.0 REMUNERATION PACKAGING**

Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the School, the School is prepared, to offer the Employee the opportunity to receive part of their remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

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

**13.0 SUPERANNUATION**

The School currently makes an employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Non-Government Schools Superannuation Fund Pty Ltd or a successor fund.

## 14.0 PAYMENT ARRANGEMENTS

The Employee's salary will be paid by credit transfer to the Employee's nominated financial institution account on a monthly basis.

## 15.0 PERSONAL/CARER'S LEAVE

**15.1** Personal/Carer's leave is in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.

### 15.2 Definitions

In this clause the term **immediate family** means:

- a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee;
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee

where

- a de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)
- a child means a child or an adult child (including an adopted child, a step child or an ex nuptial child).

### 15.3 Entitlement

This clause does not apply to a Casual Employee except that a Casual Employee is entitled to unpaid carer's leave pursuant to clause 9.6.4.

**15.3.1** Paid personal/carer's leave is available to an Employee when the Employee is absent:

- due to personal illness or injury, or
- for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care or support due to an unexpected emergency.

**15.3.2** An Employee is entitled to 15 days of paid personal leave in each year of service. This leave is cumulative and may be taken for part of a single day.

### 15.4 Personal Leave

**15.4.1** An Employee is entitled to access personal leave entitlements where the Employee is unable to perform the Employee's duties by reason of personal illness or injury.

**15.4.2** Personal leave for an Employee accrues on an even basis across 12 monthly periods for continuous service, based upon the Employee's nominal hours of work. In the event that an Employee's sick leave is insufficient to cover the Employee's needs the Principal at his/her discretion can grant further sick leave to cover those needs.

## **15.5 Carers Leave**

- 15.5.1** An Employee is entitled to use the Employee's personal/carer's leave to care for members of the Employee's immediate family or household who are sick and require care and support or who require care or support due to an unexpected emergency

## **15.6 Special Leave**

- 15.6.1** An employee may take up to one (1) day of paid personal/carer's leave in a School Year as special leave for reasons other than those outlined in clause 15.3
- 15.6.2** An employee who wishes to take a day of paid personal/carer's leave as special leave must make the request to the Principal, and the Principal must agree to grant the leave unless there are reasonable business grounds to refuse it.

## **15.7 Notice requirements**

- 15.7.1** An Employee must notify the School of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- 15.7.2** If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- 15.7.3** When taking carer's leave the notice must include:
- the name of the person requiring care and support;
  - the person's relationship to the Employee;
  - the reasons for taking such leave; and
  - the estimated length of absence.

## **15.8 Evidence supporting claim**

An Employee is entitled to personal/carer's provided that:

- the Employee produces a medical certificate or statutory declaration to the Employer for any absence of more than two consecutive days; or
- if required by the Employer, the Employee provides a medical certificate or a statutory declaration to the Employer for any absence continuous with the first or last day of a term, weekend or public holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; or
- the Employee produces a medical certificate or a statutory declaration to the Employer where the number of days of paid personal/carer's already taken without the production of a medical certificate or statutory declaration to the Employer exceeds five days in the one year.

## **15.9 Unpaid carer's leave**

- 15.9.1** Where an Employee has exhausted all paid personal leave entitlements, the Employee is entitled to a period of up to two days unpaid carer's leave for each occasion to provide care or support for members of the Employee's immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency.
- 15.9.2** This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.
- 15.9.3** The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in clauses **15.5.1** and **15.7** of this Agreement.

## **15.10 Compassionate Leave**

- 15.10.1** An Employee may take three days' paid leave per occasion when a member of the Employee's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to life or dies. This leave may be taken in a single unbroken period of three days or three separate periods of one day or as agreed by the Employer and the Employee.
- 15.10.2** The Employee is entitled to compassionate leave only if the Employee gives his or her Employer any evidence that the Employer reasonably requires of the illness, injury or death.
- 15.10.3** A Casual Employee:  
**(a)** is not entitled to paid compassionate leave;  
**(b)** is entitled to not be available to attend work or is entitled to leave work if a member of the Employee's immediate family or member of the household in Australia is seriously ill or dies.
- 15.10.4** A Casual Employee and the School may agree upon the period for which the Casual 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 two days per occasion.

## **16.0 BREAKAGE AND LOSS**

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

## **17.0 MEAL ALLOWANCE/MEAL BREAK AND VEHICLE ALLOWANCE**

- 17.1** The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day.
- 17.2** Employees may on occasions be requested to participate in co-curricular activities where they are required to accompany or be present at events with students during the evening. Should it be impractical for the Employee to return home for their evening meal or the employees will be returning after 7pm, the Employee may claim up to \$25 towards food and non-alcoholic drinks subject to prior approval of the Employee's

supervisor. Where practicable, the Employee must supply receipts for the meal/food. Such events include, but are not limited to, debating, sport and music excursions.

- 17.3 An Employee will be entitled to an unpaid meal break, free of duties, of not less than 30 consecutive minutes, if engaged or rostered to work for more than five hours on a day. Such meal will start no later than five hours after the Employee commenced work for the day.
- 17.4 On a day that a Teacher is undertaking yard duty during the school lunch break, the Teacher's meal break will not be less than 20 minutes.
- 17.5 When an employee uses their own vehicle for approved school purposes they will be entitled to be reimbursed for kilometres travelled at the current ATO rates.

## **18.0 COMMUNITY SERVICE LEAVE**

- 18.1 Community service leave is provided for by the NES.
- 18.2 Jury service leave
  - 18.2.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
  - 18.2.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
  - 18.2.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
  - 18.2.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the court authorities with respect to jury service.
  - 18.2.5 Where an employee prior to proceeding on jury service leave signs a form authorising deduction of an amount equivalent to the jury service payment made by the Court Authorities from the first salary payment following the period of leave, the Employer will pay the Employee's normal salary to the Employee during the period of jury service.

## **19.0 PROTECTIVE CLOTHING**

- 19.1 Where the School requires a Teacher or a General Staff Employee to wear protective clothing in the course of his or her duties, other than with respect to sporting activity, such clothing shall be supplied by the School.
- 19.2 Protective clothing so issued shall remain the property of the School and be maintained in good order and condition by the Teacher or the General Staff Employee, fair wear and tear excepted.
- 19.3 Suitable protective clothing shall be provided for Grounds and Maintenance Employees and Laboratory Assistants and will be replaced on a fair wear and tear basis by the School.

## **20.0 INFECTIOUS DISEASE LEAVE**

- 20.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay, provided the Employer is satisfied on medical advice that

the Employee has contracted the disease through a contact at the school and the disease is evident in the school:

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

**20.2** The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

## **21.0 LEAVE WITHOUT PAY**

### **21.1 Discretion of the School**

While an Employee has the right to apply for leave without pay, the granting of such leave is at the discretion of the Principal.

### **21.2 Leave arrangements**

For Teachers and General Staff Employee, such leave should preferably;

- commence on the day following the last teaching day of a term; and
- conclude on the day preceding the first teaching day of a term.

An exception to this is where the Principal has expressly agreed to the contrary.

### **21.3 Returning from leave**

**21.3.1** If an Employee is granted leave without pay, then the Employee is entitled to a position commensurate with the Employees's qualifications and experience on the Employee's return. Specific duties will be by mutual agreement.

**21.3.2** The Employee will notify of his/her intention to return to work after a period of leave without pay at least twenty (20) weeks prior to the expiration of the leave, unless otherwise agreed in writing prior to commencement of the leave.

### **21.4 Continuity and Employment**

Approved Leave without pay does not break continuity of employment.

## **22.0 PUBLIC HOLIDAYS**

**22.1** Public holidays are provided for by the NES.

**22.2** All Employees are entitled to public holidays in accordance with the NES.

**22.3** Public Holidays that occur during a period of absence for Teachers (ie. Non Attendance Time) in accordance with clause **35.7** do not create an additional entitlement.

## **23.0 PARENTAL LEAVE**

### **23.1 Relationship with Act**

Parental leave is in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.

### **23.2 Entitlement**

**23.2.1** An Employee, upon the completion of 12 months of continuous service with the Employer, is entitled to up to 104 continuous weeks' unpaid parental leave (birth-related or adopted-related leave) in relation to the birth or adoption of a child for whom the Employee has the responsibility of care. This entitlement is inclusive of the parental leave entitlements available under sections 70, 71, 72 and 76 of the Act.

**23.2.2** An Employee, upon the completion of 12 months of continuous service with the Employer, is entitled to up to eight weeks of concurrent leave, which may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks. Unless the Employer agrees, concurrent leave must not start before the date of birth of the child or the day of placement of the child;

**23.2.3** A period of paid parental leave, or unpaid parental leave of up to 52 weeks, under this clause are taken to be periods of employment when calculating the length of a period of continuous employment of an employee...

### **23.3 Parental allowance**

**23.3.1** An Employee who is eligible for unpaid birth-related parental leave in accordance with the NES is entitled to the paid parental allowance if they are the primary carer.

**23.3.2** The parental allowance payable is the equivalent of 14 weeks' pay at the ordinary rate of pay. It is payable in one lump sum or in equal monthly instalments over a 14 week period paid in either one lump sum or in equal monthly instalments over the 14 week period.

**23.3.3** In order to be entitled to a second or subsequent parental payment with this clause, the Employee must have provided at least 52 weeks' service after returning from the previous period of parental leave.

### **23.4 Concurrent Leave**

**23.4.1** An Employee, who has completed at least 12 months' continuous service with the Employer as at the date of the birth or placement of the child and takes concurrent leave of at least one (1) weeks, will be paid for that week at the ordinary rate of pay.

### **23.5 Returning to work after a period of parental leave**

**23.5.1** An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to the NES, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction.

**23.5.2** Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee



will be entitled to a position nearest in status and pay to that of the Employee's former position.

For the purposes of this clause, teaching position

- (a) does not include the same classes and or/subjects the employee taught prior to commencing leave; and
- (b) a teacher with a Position of Responsibility will only be entitled to return to that Position of Responsibility during the tenure of the Position of Responsibility

## **23.6 Communication during Parental Leave**

**23.6.1** Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

**23.6.2** The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

**23.6.3** The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause **23.6.1**.

## **23.7 Special maternity leave**

An Employee, who meets the requirements, is entitled to unpaid special maternity leave in accordance with the Act if she is not fit for work during that period because

- (a) she has a pregnancy-related illness; or
- (b) she has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

## **23.8 Transfer to a safe Job**

An Employee, who meets the requirements, is entitled to be transferred to a safe job or to paid no safe job leave in accordance with the Act.

## **24.0 LONG SERVICE LEAVE**

**24.1** An Employee is entitled to long service leave in accordance with the *Long Service Leave Act 2018 (Vic)* or the NES, as appropriate, except where this Agreement provides ancillary or supplementary terms.

**24.2** Long Service Leave entitlements shall be accrued at the rate of 1.3 weeks per year of service. Such entitlements to leave may be able to be accessed after the completion of seven years of continuous employment.

- 24.3** The timing and duration of taking of Long Service Leave will be negotiated between the Principal and the Employee for mutual advantage.

Long Service Leave for Teachers shall normally be taken in term lengths but shall ordinarily be taken within twenty four months of entitlements falling due following ten years of continuous employment. The decision should be made on balance between the School's operational requirements and the individual's needs. Long Service Leave entitlements for Teachers may be different to entitlements for General Staff employees.

- 24.4** For General Staff employees, long service leave entitlements shall be in accordance with the Act, or relevant pre-reform award term.
- 24.5** Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.

**24.6 Illness on long service leave**

**24.6.1** An Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave reaccredited to the Employee. An application must be made pursuant to clause **24.6.3**. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

**24.6.2** An exception to clause **24.6.1**, is that the Employer and the Employee may agree that the Employee's long service leave may be extended by the period of illness as an alternative to being reaccredited to the Employee.

**24.6.3** The Employee's application:

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

**24.7 Mode of Employment and Payment**

**24.7.1** An Employee whose employment has been full time or at the same part time fraction for the entire period of service will be paid at the ordinary salary received immediately prior to commencing the period of Long Service Leave.

**24.7.2** Where an Employee's time fraction has varied over the period of continuous employment, long service leave will be calculated in accordance with the NES or the *Long Service Leave Act 2018* (Vic), as appropriate.

**25.0 STUDY, EXAM AND QUALIFICATION CONFERRAL LEAVE**

**25.1** Study leave for the purposes of sitting an examination, or preparing for an assessment for an accredited course directly related to the current professional role of the Employee, is available. Such leave is to be negotiated with the Principal.

**25.2** An Employee will be granted leave with pay for up to one day for the purpose of having

a degree/diploma or other qualification conferred in an approved relevant course of study.

## **26.0 PROFESSIONAL DEVELOPMENT**

- 26.1** Kilvington is a learning organisation where new learning pedagogies and initiatives are part of the culture and the expectation of the community. Professional development is defined as the formal and informal ongoing learning of all members of the staff. Professional development programs will be organised, in consultation with staff, to ensure a balance program is developed.
- 26.2** It is the School's expectation that all Teachers will attend staff professional development days, as required. The general expectation is that part-time staff will attend all professional development days and be provided time in lieu as can be arranged if it is a day or time a part-time Teacher does not ordinarily work.
- 26.3** In conjunction with clause **35.6.1**, in addition to professional development conducted throughout the year Teachers are required to attend up to three (3) days of professional development during the mid-year break Non Attendance Time, either adjacent to the beginning or the end of the term break. The School will notify all Teachers of scheduled professional development days at least 12 months in advance. Further attendance during a period of Non Attendance Time may be mutually agreed between the School and the individual Teacher.
- 26.4** In addition to professional development conducted throughout the year, General Staff are required to attend up to three (3) days of professional development during the mid-year break, either adjacent to the beginning or the end of the term break. The number of days of attendance is at the discretion of the Principal. The School will notify all Staff of scheduled professional development days at least 12 months in advance. The general expectation is that part-time staff will attend these days and the School make endeavours to provide appropriate recognition of attendance. If staff are required to work when they would ordinarily be on leave then they will be paid at their hourly rate of pay or be provided time in lieu to attend the training days.

## **27.0 ANNUAL LEAVE LOADING**

- 27.1** This clause provides for enterprise specific detail and supplements the NES which deals with annual leave.
- 27.2** An employee who has served throughout the school year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:
- (a) in December pay of each year; or
  - (b) on the termination of employment by either party.
- 27.3** Leave loading for Teachers and General Staff in receipt of school holidays is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{term weeks worked by the Teacher in that school year}}{\text{Total term weeks in that school year}}$$

- 27.4** Leave loading for General Staff in receipt of 5 weeks annual leave is to be calculated using the following formula:

$$\frac{[\text{Weekly salary} \times 4 \times 17.5\%] \times \text{weeks worked by the General Staff in that school year}}$$

## **28.0 CAMP ALLOWANCE**

An Employee who is required to stay overnight at a School camp or excursion within Australia where supervision of students is required is entitled to receive an allowance of \$80 per night.

## **29.0 ACCIDENT MAKE-UP PAY**

**29.1** Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

**29.2** If an Employee is absent from work because of a personal illness or injury for which the Employee is receiving compensation payments pursuant to the *Workers Injury Rehabilitation and Compensation Act 2013* (Vic), then the Employee accrues leave in accordance with relevant legislation. A Teacher does not accrue Non-Attendance Time weeks during a period of workers' compensation.

## **30.0 EMPLOYEE DISCOUNT ON KILVINGTON FEES**

**30.1** A full-time Employee with a child or children enrolled at Kilvington shall be entitled to a 25% reduction on tuition fees for the first child and a 30% reduction on tuition fees for any subsequent child or children. Part time employees are entitled a reduction on a pro rata bases pursuant to clause **9.4.2**

**30.2** Any scholarship or other reduction shall not be cumulative with the Employee's discount. All concessions over and above the Agreement are at the Principal's discretion. All Employees covered by this Agreement are offered a discount of 25% on outside school hours care fees, subject to normal operating conditions.

**30.3** Where the School employs both parents, their child or children shall attract only one staff discount amount per child.

## **31.0 TERMINATION OF EMPLOYMENT**

### **31.1 Termination procedures**

Except in the case of redundancy, the employment of an Employee can be terminated summarily or for reasons related to by the Employee's conduct.

**(a)** Summary dismissal relates to those circumstances where the behaviour of the Employee is deemed to be serious misconduct where termination without notice is warranted.

**(b)** Performance or conduct management relates to those circumstances where the Employee is not performing to required standards, is unsuitable for the role or has engaged in misconduct.

### **31.2 Performance Management**

Performance Management Process will not apply to Employees within the Minimum Employment period as specified in clause **10.0**.

**31.2.1** Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.

(a) A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- (i) the Employer's concern(s) with the Employee's performance;
- (ii) the time, date and place of the first formal meeting to discuss the Employee's performance;
- (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance; and
- (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).

(b) Formal performance management meetings will:

- (i) include discussion of the Employer's concern(s) with the Employee's performance;
- (ii) give the Employee an opportunity to respond to the Employer's concern(s);
- (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (iv) include documentation, where appropriate; and
- (v) set periods of review, as appropriate.

(c) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required minimum period of notice or payment in lieu of notice.

### **31.3 Conduct Management**

**31.3.1** Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.

(a) The Employer will advise the Employee in writing of:

- (i) the Employer's concern(s) with the Employee's conduct;
- (ii) the time, date and place of the meeting to discuss the Employee's conduct;
- (iii) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
- (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.

(b) The formal conduct management meeting(s) will:

- (i) include discussion of the Employer's concern(s) with the Employee's conduct;

- (ii) give the Employee an opportunity to respond to the Employer's concern(s)
- (c) Concern(s) with the Employee's conduct may be resolved by:
  - (i) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
  - (ii) issuing the Employee with a warning or a final warning in writing;
  - (iii) terminating the employment of the Employee in accordance with the relevant minimum notice provision; or
  - (iv) no further action; or
  - (v) other action, appropriate to the situation.

### **31.4 Summary Dismissal**

The services of an Employee may be terminated without notice when that Employee is guilty of serious misconduct which includes neglect of duty, wilful misconduct or serious misrepresentation.

### **31.5 Notice of Termination – Teachers**

**31.5.1** Where the School wishes to terminate the employment of a Teacher, seven (7) weeks' notice in writing, or full payment in lieu, will be provided to the Teacher. This notice is to be provided wholly within the term. Where the Teacher has more than five (5) years' continuous service a full term's notice must be given.

**31.5.2** The period of notice in this clause does not apply:

- to Fixed Term Teachers where the date of cessation of employment is stated at the time of appointment; and
- to Casual Teachers.

**31.5.3** Payment in lieu of notice is calculated by taking the amount of salary a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

**31.5.4** A Teacher must give Kilvington a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one school term. Where the Teacher has more than five (5) years' continuous service a full term's notice must be given.

**31.5.5** Payment on termination of employment

**(a)** The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:

**(i)** the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

**(ii)** all other amounts that are due to the employee under this award and the NES.

(b) The requirement to pay wages and other amounts under clause 31.5.5 (a) is subject to further order of the Commission and the employer making deductions authorised by this Agreement or the Act.

### **31.6 Notice of Termination – General Staff Employees**

**31.6.1** Four (4) weeks' notice in writing shall be given by the Employer of the intention to terminate a General Staff's employment, or full payment in lieu of notice shall be given. Where a General Staff Employee is entitled to school holidays, such notice shall be given wholly within the one school term.

**31.6.2** A General Staff Employee is required to provide a minimum of four (4) weeks' notice in writing. Where the General Staff Employee is entitled to school holidays such notice shall be given wholly within the one school term.

**31.6.3** In addition to the notice in clause 31.6.1, a General Staff Employee over 45 years of age at the time of being given notice with not less than two years' continuous service shall be entitled to an additional week's notice.

**31.6.4** Payment in lieu of the notice prescribed in clauses 31.6.1 and 31.6.2 hereof shall be made if the appropriate notice period is not given.

**31.6.5** In calculating any payment in lieu of notice the wages of General Staff would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

**31.6.6** The period of notice in this clause does not apply:

- to Fixed Term General Staff where the date of cessation of employment is stated at the time of appointment; and
- to Casual Employees.

**31.6.7** Payment on termination of employment

(a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:

(i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee under this Agreement and the NES.

(b) The requirement to pay wages and other amounts under clause 31.6.7(a) is subject to further order of the Commission and the employer making deductions authorised by this Agreement or the Act.

### **31.7 Statement of service**

Upon termination of employment, an Employee may request a statement of service. Upon receipt of a request from an Employee, the Employer will provide the Employee with a statement specifying:

- the period of employment; and
- the classification of, or type of work performed by the Employee.



## **31.8 Withholding of Monies**

- 31.8.1** Where an employee who resigns his or her employment has not given or (where requested) worked out some or all of the period of notice of resignation required to be given under this agreement, the employee must pay to the School an amount equivalent to the employee's ordinary pay for any shortfall in the notice given or worked, such amount being a debt immediately due and payable to the School.
- 31.8.2** Subject to the *Fair Work Act 2009*, an employee may reach agreement with the School in writing permitting the School to withhold such an amount from any moneys due to the employee on termination under this agreement or the employee's contract of employment, so as to discharge the employee's debt in whole or in part.
- 31.8.3** An amount withheld under clause **31.8.2** must not exceed an amount which is reasonable in the circumstances.
- 31.8.4** The whole or balance of any amount due as stipulated in paragraph clause **31.8.1** which has not been withheld under this clause remains due and payable as a debt and may be recovered as such.

## **32.0 REDUNDANCY**

### **32.1 Discussion before termination**

- 32.1.1** Where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Principal shall hold discussions with Employees directly affected.
- 32.1.2** The discussions shall take place as soon as is practicable after the decision has been made and shall include any reasons for the proposed terminations, the number and categories of Employees likely to be affected, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned and the Principal shall, as soon as practicable, provide this in writing to the Employees affected. Employees may invite an advocate to accompany them in these discussions.
- 32.1.3** The Principal shall not be required to disclose confidential information during these discussions the disclosure of which would be inimical to the Employer's interests.

### **32.2 Transfer to lower paid duties**

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

### **32.3 Severance Pay**

The severance payments for all Employees shall be in accordance with the following:

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year but less than 2 years	4.4 weeks pay



2 years but less than 3 years	6.6 weeks pay
3 years but less than 4 years	7.6 weeks pay
4 years but less than 5 years	8.8 weeks pay
5 years but less than 6 years	11 weeks pay
6 years but less than 7 years	11 weeks pay
7 years but less than 8 years	13 weeks pay
8 years but less than 9 years	14 weeks pay
9 years but less than 10 years	16 weeks pay
10 years and over	1.3 week's pay for each completed year of service

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

#### **32.4 Leaving during notice**

An Employee whose employment is terminated for reasons set out in clause **32.1** above may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under clause **32.3** had he or she remained with Kilvington until the expiry of such notice. In such circumstances the Employee shall not be entitled to payment in lieu of notice.

#### **32.5 Time off during notice period**

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

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

**32.5.3** Clause **32.5.1** will not apply where an Employee finds alternative employment commensurate to the Employee's current position during the notice period.

**32.6** If a Part Time Teacher's hours are increased or decreased, without the Teacher's consent, by more than 25 per cent, the Teacher will be entitled to the provisions of this clause.

### **33.0 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE**

#### **33.1 Application**

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

#### **33.2 Definitions**

(a) 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.
- (b) A reference to a spouse or de facto partner in the definition of **family member** in clause **33.2** (a) includes a former spouse or de facto partner.

### **33.3** Entitlement to leave

- (a) Family and domestic violence leave is in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.
- (b) Each year, for the purpose of dealing with family and domestic violence, as follows:
  - (i) a full-time employee is entitled to 10 days of paid leave, and
  - (ii) 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, and
  - (iii) a casual employee is entitled to 10 days of unpaid leave, or
  - (iv) instead of (i), (ii) and (iii) above, to paid and/or unpaid leave provided under the NES, whichever is greater.
- (b) The entitlement in clause **33.3** (b) to deal with family and domestic violence:
  - (i) is available in full at the start of each 12 month period of the employee's employment; and
  - (ii) does not accumulate from year to year.

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

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.

### **33.4** Taking leave

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

- (a) is experiencing family and domestic violence; and
- (b) 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.

### **33.5** Service and continuity

The time 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.

### **33.6** Notice and evidence requirements

#### (a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause **33.4**. The notice:

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

#### (b) Evidence

An employee who has given their employer notice of the taking of leave under clause **33.6(a)** must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause **33.4**.

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

### **33.7** Confidentiality

- (a) The employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause **33.6** is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause **33.7 (a)** prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

### **33.8** Compliance

An employee is not entitled to take leave under clause **33.0** unless the employee complies with clause **33.0**

## **34.0** REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

### **34.1** Employee may request change in working arrangements

This clause applies where an Employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An Employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause **23.0** is an addition to s.65.

### **34.2** Responding to the request

Before responding to a request made under s.65, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The Employer must give the Employee a written response to an Employee's s.65 request within 21 days, stating whether the Employer grants or refuses the request (s.65(4)).

Note 2: If the Employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

### **34.3** What the written response must include if the Employer refuses the request

- (a) This clause applies if the Employer refuses the request and has not reached an agreement with the Employee under clause 34.2
- (b) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the Employer and Employee could not agree on a change in working arrangements under this clause, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
  - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

### **34.4** What the written response must include if a different change in working arrangements is agreed

If the Employer and the Employee reached an agreement under clause ! Reference source not found. on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

### **34.5** Dispute resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this clause, can be dealt with under clause **8.0**.

**PART 3            CONDITIONS OF EMPLOYMENT SPECIFIC EMPLOYEES FOR ALL  
EMPLOYEES COVERED BY THE AGREEMENT**

**35.0    TEACHERS**

**35.1    SALARY AND CLASSIFICATIONS**

**35.1.1**    The salary scale for Teachers is set out in **Schedule 1**.

**35.1.2**    The classification structure for Teachers is set out in **Appendix A** .

**35.1.3**    The salary specified in **Schedule 1** is in compensation for all hours worked under this Agreement.

**35.2    ANNUAL PERFORMANCE REVIEW**

A teacher will participate in a performance review each year. An Annual Performance Review (APR) will involve a review of performance against key performance criteria (as specified in the Annual Performance Review and Progression through to Level 10 Policy and the Annual Performance Review and Progression through to Level 11 Policy. These policies are not incorporated into, nor do they form part of the Agreement.) over the preceding time period. This will be followed by a performance discussion. A determination will be made as to whether the teacher should progress to the next salary level.

**35.3    RESPONSIBILITY ALLOWANCES**

A Responsibility Allowance will be paid to a Teacher where the School requires the performance of additional duties to those normally performed by a Teacher. An allowance is linked to a position of responsibility rather than tied to an individual Teacher. The Principal determines who is eligible for a responsibility allowance. Refer to Schedule 1.

Where the position of responsibility is shared, then payment may also be shared.  
*(All Role Statements in regard to these positions are found in the School Intranet)*

**35.4    PASTORAL CARE AND CO-CURRICULAR INVOLVEMENT**

**35.4.1**    Teachers are expected to participate in pastoral care and co-curricular activities which support the educational philosophy of the School. The salary of Teachers is totally inclusive of these duties. This policy is articulated in the Staff Workload Policy or its successor. This policy is not incorporated into, nor does it form part of the Agreement.

**35.4.2**    Teachers, both Full Time and Part Time, will be expected to assist the School with the wide range of co-curricular activities that occur as part of the School's whole program. These activities may involve weekends or evenings during the week or both.

**35.5    HOURS OF WORK**

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

- 35.5.2 Teachers, both Full Time and Part Time, are expected to participate and assist in the preparation of and supervision of School activities: such participation and assistance to be on a pro-rata basis for Part Time Teachers.
- 35.5.3 All first year Teachers will have their workload reduced by 2 periods per cycle to allow for mentoring and portfolio development. Teachers providing mentoring for first year Teacher support will have their workload reduced by 1 period per cycle.

**35.6 NON ATTENDANCE TIME**

- 35.6.1 Subject to clause 26.3 a Teacher is generally not required to attend at the School 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.
- 35.6.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act, except for the period of four weeks’ annual leave deemed to be taken during Non Attendance Time.
- 35.6.3 Where a Teacher takes unpaid leave for more than two term weeks during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in clause 35.6.4.
- 35.6.4 If a Teacher’s employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

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

**35.7 ANNUAL LEAVE**

- 35.7.1 Annual Leave is in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.
- 35.7.2 A Teacher is entitled to four weeks’ annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 35.7.3 A Teacher must take annual leave during the Shutdown Periods. Leave must generally be taken, in the 4 week period immediately following the final Term week of the current School year, unless otherwise agreed between the parties.
- 35.7.4 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time during Non Attendance Time.

## **35.8 REPLACEMENT DUTIES**

- 35.8.1** A Teacher is expected to take extras classes or duties, with no Full Time Teacher expected to take more than 12.5 hours per semester. Part Time Teachers would undertake such extra classes or duties on a pro-rata basis. An extra is defined as one session, 60 minutes.
- 35.8.2** If a Teacher is required to cover another Teacher's yard duty (lunchtime, recess, before school and after school) above their normal allocation then it is deemed to be one half of one session.
- 35.8.3** The length of a session may be altered via consultation with Teaching staff during the life of this Agreement. Should length of sessions be adjusted at any stage in the life of this Agreement, the length of an extra (i.e. one half of one session or other) will be negotiated.
- 35.8.4** Outside assistance, such as Casual Relief Teachers will be provided in the event of a prolonged absence.

## **36.0 GENERAL STAFF EMPLOYEES**

### **36.1 SALARY AND CLASSIFICATIONS**

- 36.1.1** The salary scale for General Staff employees are set out in **Schedule 2**.
- 36.1.2** The classification structure for General Staff set out in **Appendix B**.
- 36.1.3** The salary specified in **Schedule 2** is in compensation for all hours worked under this Agreement.
- 36.1.4** A staff member will participate in a performance review each year. An Annual Performance Review (APR) will involve a review of performance against key performance criteria (as specified in the Annual Performance Review Policy) over the preceding time period. This will be followed by a performance discussion. A determination will be made as to whether the staff member should progress to the next salary level.

### **36.2 HOURS OF WORK**

- 36.2.1** The ordinary hours of work for a Full Time General Staff Employee will be 38 hours per week.

The spread of hours is 7:00 a.m. to 6.00 p.m from Monday to Friday

- 36.2.2** A General Staff Employee's ordinary hours of work may be averaged over a period 2 weeks or 4 weeks.

### **36.3 MEAL ALLOWANCES AND BREAKS**

- 36.3.1** The Employer will supply a General Staff Employee with a meal should the Employer require the Employee to remain at school continuously until after 7 p.m. on any day, or where the General Staff employee is required to work in excess of 9 hours on any given day.



- 36.3.2** A paid morning break of 10 minutes between the second and third hour, and if the day's work exceeds 7 hours a paid afternoon rest period of 10 minutes. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

#### **36.4 ANNUAL LEAVE**

- 36.4.1** General Staff employees are entitled to annual leave in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.

- 36.4.2** General Staff employees are entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

- 36.4.3** Where a General Staff Employee is not engaged to work for five or more non-term weeks during a School Year, annual leave is deemed to be taken in the five-week period immediately following the final term week of the current School Year, unless otherwise agreed with the Employer.

- 36.4.4** Annual leave must be taken during the period designated by the School each year as the shutdown period. A shutdown period is defined as a period where the Employer shuts down the business, or any part of the business, in which the General Staff Employee works. In addition, General Staff are entitled to 3 days of paid leave in the shutdown period between Christmas and New Year each year.

#### **36.4.5 Annual leave in advance**

- a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- c) The employer must keep a copy of any agreement under clause **36.4.5** as an employee record.
- d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause **36.4.5**, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### **36.4.6 Cashing out of annual leave**

- a. Paid annual leave must not be cashed out except in accordance with an agreement under clause **36.4.6**.
- b. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause **36.4.6**.
- c. An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.



- d. An agreement under clause **36.4.6** must state:
  - i. the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - ii. the date on which the payment is to be made.
- e. An agreement under clause **36.4.6** must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- f. The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- g. An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- h. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- i. The employer must keep a copy of any agreement under clause **36.4.6** as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause **36.4.6**.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause **36.4.6**.

## **36.5 SCHOOL HOLIDAYS**

- 36.5.1** An Annualised General Staff employee is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 36.5.2** The salary for an Annualised employee in Schedule 2 takes this period of additional unpaid leave into account.
- 36.5.3** An Annualised General Staff employee in Schedule 2 is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 36.5.4** An Annualised General Staff employee in Schedule 2 who is employed for part only of a School Year or who takes leave without pay in excess of ten working days in a School Year, will be paid on a pro rata basis during school holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to school holidays as follows:

$$P = \frac{[W \times H]}{T} - L$$

where

P = entitlement to School Holidays (still to be paid)

W = number of weeks worked by the General Staff employee during the School Year

T = number of working weeks in the School Year for a General Staff employee

H = number of weeks of School Holidays in the School Year for a General Staff employee

L = number of weeks of School Holidays already paid during the School Year

## 36.6 REPLACEMENT DUTIES

Where appropriate, General Staff Employees will assume the duties of absent colleagues or when there are seasonal changes in workload. External assistance will be provided in the event of a prolonged absence or a seasonal change in workload that cannot be absorbed. To facilitate these arrangements, General Staff are expected to adopt a flexible approach to skills development.

## 36.7 FIRST AID ALLOWANCE

Where a General Staff employee with a classification below Level 3 is designated as a first aid officer, the Employee will be entitled to receive a first aid allowance for such time as the Employee is required to perform this role. The allowance is linked to the first aid position rather than tied to an individual Employee. The General Staff employee is only entitled to the allowance where the employee maintains a current First Aid Certificate, Level 2. Refer Schedule 2.

## 36.8 OVERTIME

**36.8.1** A General Staff Employee will be paid overtime for all authorised work performed outside of or in excess of 38 hours per week or an average of 38 hours per week. Authorisation must be granted prior to the work being performed and can only be granted by the Principal, Deputy Principal or the Director of Business.

<u>Time worked</u>	<u>Overtime rate</u>
Monday to Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first three hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

**36.8.2** The Employer and a General Staff Employee may agree that a General Staff Employee will be provided with time off instead of being paid an overtime payment for all authorised work performed outside of or in excess of 38 hours per week or an average of 38 hours per week.

### **36.8.3 Time off instead of payment for overtime**

- a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause **36.8.3**.
- c) An agreement must state each of the following:

- (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in clause **36.8.3** must be made in the next pay period following the request.
- d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause **36.8.3** an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- e) Time off must be taken:
- (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause **36.8.3** but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause **36.8.3(e)**, the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- h) The employer must keep a copy of any agreement under clause **36.8.3** as an employee record.
- i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause **36.8.3** will apply, including the requirement for separate written agreements under clause **36.8.3(b)** for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause **36.8.3** applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause **36.8.3**.

- 36.8.4** If, on termination of the employee's employment, time off for overtime worked by the employee to which clause 36.8.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate

applicable to the overtime when worked.

**36.8.5** Reasonable additional hours—part-time employees


- a. An employer may require a part-time employee to work reasonable additional hours in accordance with clause **36.8.5**.
- b. The employee will be paid for all additional hours at the applicable casual hourly rate for all hours worked that:
  - (i) fall within the applicable daily spread of hours in clause **36.8.5**.
  - (ii) do not result in the employee working more than 8 hours on that day; and
  - (iii) do not result in an employee:
    - working more than the allowed maximum weekly ordinary hours;
    - working more than the allowed maximum weekly ordinary hours during the averaging period, where the employee's hours are averaged.
- c. The employee will be paid for all additional hours at the applicable overtime rate in clause **36.8.5**.

Overtime for all hours worked that:

  - (i) are outside the applicable daily spread of hours in clause **36.8.5**; and
  - (ii) result in the employee working more than 8 hours on that day, or
  - (iii) result in an employee whose hours are averaged, to work more than the allowed maximum weekly ordinary hours during the averaging period.
- d. Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of 2 hours will not apply.
- e. Additional hours worked by a part-time employee in accordance with clause **36.8.5** do not accrue leave entitlements under this award or the NES.

EXECUTED as an agreement this 3rd day of December 2020

EMPLOYER REPRESENTATIVE

Signed: 

Date: 3/12/2020

Name in full (printed): Hirian Hinson

Position title: Director of Business

Authority to sign explained: \_\_\_\_\_

Address: 2 Leila Rd, Ormond Vic 3204

Witnessed by: 

Witness name in full: Kathryn Schravemade

Witness address: 2 Leila Rd, Ormond Vic 3204

EMPLOYEE REPRESENTATIVE

Signed: 

Date: 3/12/2020

Name in full (printed): JORDAN ADAMS

Position title: LIBRARY + AV TECHNICIAN

Authority to sign explained: STAFF BARGAINING REPRESENTATIVE

Address: 2 LEILA RD, ORMOND, VIC 3204

Witnessed by: 

Witness name in full: Vanessa Grosso

Witness address: 2 Leila Road, Ormond, VIC. 3204

## **APPENDIX A - CLASSIFICATION LEVELS FOR TEACHERS**

### **1.0 Teachers with Full and Provisional Registration**

- 1.1** A Teacher holding a Full or Provisional Registration will commence at Level 1, and subject to clause **35.2** in Part 3, will progress to Level 10 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 1.2** A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

### **2.0 Permission to Teach Teachers**

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

### **3.0 LEVEL 11**

#### **3.1 PROGRESSION TO LEVEL 11**

- 3.1.1** The opportunity to access Level 11 will be available after a minimum of one year at Level 10.
- 3.1.2** Discussion of a written application to progress to Level 11 is by interview with the Principal and/or manager, after which a decision will be made and communicated to the applicant.
- 3.1.3** An issue regarding eligibility shall, in the first instance, be referred to a committee consisting of the Principal, a nominee of the Principal, the Employee and a representative nominated by the Employee. Should the committee be unable to gain majority support for the progression (e.g. where two members cannot support the promotion) the Employee will be advised, in writing, of the necessary steps to be taken to support a future progression to Level 11.
- 3.1.4** Criteria for Level 11 will be evaluated and updated on an ongoing basis, in agreement with staff.

## **APPENDIX B - CLASSIFICATION LEVELS FOR GENERAL STAFF (SCHOOL ASSISTANTS, ELC ASSISTANTS AND NON TEACHING)**

### **B—Classifications**

#### **B.1 Definitions**

##### **B.1.1 Definition 1: Supervision**

**Close supervision:** clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

**Routine supervision:** direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

**General direction:** direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. When performance is checked, it is on assignment completion.

**Broad direction:** direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

##### **B.1.2 Definition 2: Qualifications**

Within the Australian Qualifications Framework:

###### **(a) Year 12**

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

###### **(b) Trade certificate**

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, e.g. Certificate III.

###### **(c) Post-trade certificate**

A course of study over and above a trade certificate and less than a Certificate IV.

###### **(d) Certificates I and II**

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

###### **(e) Certificate III**

A course that provides a range of well-developed skills and is comparable to a trade certificate.

**(f) Certificate IV**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

**(g) Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years' full-time post-Year 12 study.

**(h) Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years 'full-time post-Year 12 study.

**(i) Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

**(j) Postgraduate degree**

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

**B.1.3 Definition 3: Classification dimensions**

**(a) Competency**

The skill, complexity and responsibility of tasks typically required at each classification level.

**(b) Judgment, independence and problem solving**

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available. This dimension looks at how much of each of these three qualities applies at each classification level.

**(c) Level of supervision**

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

**(d) Training level or qualifications**



The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

Examples of activities typically undertaken by employees in different roles at each of the classification levels. Examples of occupational equivalent positions are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

**B.2 Classifications**

**B.2.1 Level 1**

An employee at this level will learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are required and utilised by the employer, classification to a higher level within the structure may be possible.

**(a) Competency**

Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required.

**(b) Judgment, independence and problem solving**

The employee follows standard procedures in a predefined order. The employee resolves problems where alternatives for the employee are limited and the required action is clear or can be readily referred to a more senior employee.

**(c) Level of supervision**

Close supervision or, in the case of more experienced employees working alone, routine supervision.

**(d) Training level or qualifications**

An employee is not required to have formal qualifications or work experience upon engagement. An employee will be provided with on-the-job training which will provide information about, and/or an introduction to, the conditions of employment, the school, the school's policies and procedures in relation to the work environment and the employees with whom the employee will be working.

**(e) Typical activities**

**(i) Classroom support services grade 1**

- Providing general assistance of a supportive nature to teachers, as directed

- Assisting student learning, either individually or in groups, under the direct supervision of a higher level general employee or a teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting teachers with the care of students on school excursions, sports days and other classroom activities
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant

### **(iii) School administration services grade 1**

- Performing a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records, data entry
- Operating routine office equipment, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, etc.
- Performing a reception function, including providing information and making referrals in accordance with school procedures
- Carrying out minor cash transactions including receipting, balancing and banking
- Monitoring and maintaining stock levels of stationery/materials within established parameters, including reordering
- *Occupational equivalent:* clerical assistant, data entry operator, front desk/reception assistant

### **(iv) School operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting in a school retail facility, such as a canteen, uniform shop or book shop

- Assisting trades personnel with manual duties
- Taking general care of school vehicles, including driving buses for less than 25 passengers
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the employee's work
- Performing general laundry duties
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the school
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area
- *Occupational equivalent:* cleaner, kitchen assistant, laundry assistant, grounds/maintenance assistant, retail assistant, bus driver, handyperson, attendant, trades assistant

### **B.2.2 Level 2**

An employee at this level performs work above and beyond the skills of an employee at Level 1.

#### **(a) Competency**

Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.

#### **(b) Judgment, independence and problem solving**

**(i)** Applies 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 straightforward alternatives.

(ii) An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**(c) Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks. Where employees are working alone, less direct guidance and some autonomy may be involved.

**(d) Training level or qualifications**

Level 2 duties typically require:

- (i) a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed;
- (ii) completion of Year 12 without work experience;
- (iii) completion of Certificates I or II with work related experience; or
- (iv) an equivalent combination of experience and training.

**(e) Typical activities**

**(i) Classroom support services grade 2**

- Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved
- *Occupational equivalent:* teacher aide/assistant, integration aide/assistant

**(ii) Curriculum/resources services grade 1**

- 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
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments

- Assisting students and teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials
- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed
- *Occupational equivalent:* library assistant, laboratory assistant, technology centre assistant

**(iv) Wellbeing services grade 1**

- Providing first aid services, as the designated first aid officer in the school
- Occupational equivalent: first aid officer

**(v) School administration services grade 2**

- Performing duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval
- Occupational equivalent: clerical assistant

## **(vi) School operational services grade 2**

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers
- *Occupational equivalent:* non-trade qualified cook, gardener, kitchen assistant, security officer, school bus driver

### **B.2.3 Level 3**

An employee at this level performs work above and beyond the skills of an employee at Level 2.

#### **(a) Competency**

Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

#### **(b) Judgment, independence and problem solving**

Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures. Answers are usually found by selecting from specific choices defined in standard work policies or procedures.

#### **(c) Level of supervision**

In some positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required. When employees are working alone, they may work semi-autonomously.

#### **(d) Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- (i) completion of a trades certificate or Certificate III;
- (ii) completion of Year 12 or a Certificate II, with relevant work experience; or
- (iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

#### **(e) Typical activities**

##### **(i) Classroom support services grade 3**

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Liaising between the school, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students
- *Occupational equivalent*: student services co-ordinator

##### **(ii) Curriculum/resources services grade 2**

- Undertaking some responsibility for other employees in the work area
- Providing assistance or guidance to other employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and teachers

- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested
- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with teachers)
- *Occupational equivalent:* library technician, laboratory technician, technology centre technician

**(iii) Preschool/childcare services grade 3**

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations
- Occupational equivalent: childcare assistant

**(iv) School administration services grade 3**

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including typing, word processing, maintaining email and computerised records and shorthand
- Managing enquiries from students, parents, employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations



- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation
- *Occupational equivalent*: administration assistant, office supervisor, accounts clerk, school secretary (small school)

#### (v) School operational services grade 3

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds
- Responsibility for operating the school canteen, uniform shop or book shop, including supervision of employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Performing a range of security duties, including patrols, alarm responses, emergency procedures and preparing incident reports
- Responsibility for the security and basic maintenance of school property
- *Occupational equivalent*: tradesperson, retail function co-ordinator, security officer, caretaker

#### B.2.4 Level 4

An employee at this level performs work above and beyond the skills of an employee at Level 3.

##### (a) Competency

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some

tasks may require limited creative,planning or design functions. Competencies are normally used within a variety of routines,methods and procedures. Discretion and judgment are required for self and/or others in planning,selection of equipment,work organisation,services,actions and achieving outcomes within time constraints.

#### **(b) Judgment,independence and problem solving**

Independent judgment is required to identify,select and apply the most appropriate available guidelines and procedures,interpret precedents and adapt standard methods or practices to meet variations in facts and/or conditions. The employee may apply extensive diagnostic skills,theoretical knowledge and techniques to a range of procedures and tasks,proficiency in the work area's rules and regulations,procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

#### **(c) Level of supervision**

Supervision is generally present to establish general objectives relative to a specific project,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. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives,including liaison with employees at higher levels. May undertake stand-alone work.

#### **(d) Training level or qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience;
- (ii) completion of a Certificate IV with relevant work experience;
- (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
- (iv) completion of a Certificate III with extensive relevant work experience;or
- (v) an equivalent combination of relevant experience and/or education/training.

#### **(e) Typical activities**

##### **(i) Curriculum/resources services grade 3**

- 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
- Designing and demonstrating experiments within a variety of routines,methods and experiences under supervision of teachers where discretion and judgment are required
- In charge of an identifiable functional unit,which ordinarily will involve the supervision of staff

- Liaising with teachers on curriculum matters
- Assisting careers advisor/counsellor
- *Occupational equivalent*:senior technician in a library,laboratory or technology centre,careers placement officer

**(ii) Preschool/childcare services grade 3A**

- Exercises similar responsibilities as a grade 3 but an employee at this level has a Diploma in Children’s Services.
- Occupational equivalent:childcare assistant

**(iii) Wellbeing services grade 2**

- Providing support and guidance to students
- Providing welfare services to students
- *Occupational equivalent*:youth welfare officer

**(iv) School administration services grade 4**

- Responsibility for the smooth and efficient financial administration of a small school
- Responsibility for both secretarial and financial administration of a school office in a small school
- Using computer software packages,including desktop publishing,database and/or web software,at an advanced level
- Planning and setting up spreadsheets and database applications
- Initiating and handling correspondence,which may include confidential correspondence
- Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines,methods and procedures
- Applying inventory and purchasing control procedures
- Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
- Controlling the purchasing and storage for a discrete function
- Supervising and maintaining hardware and software components of a computer network,with appropriate support for users
- Preparing complex financial and administrative systems

- Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required

- *Occupational equivalent*: senior administration assistant, office supervisor, finance officer, school registrar, school secretary (large school), principal's secretary, school development officer

#### **(v) School operational services grade 4**

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation

- Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance

- Deputising for the manager if absent, including undertaking all duties

- In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques

- *Occupational equivalent*: advanced tradesperson, head grounds person (medium or large school)

### **B.2.5 Level 5**

An employee at this level performs work above and beyond the skills of an employee at Level 4.

#### **(a) Competency**

Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

#### **(b) Judgment, independence and problem solving**

Problem solving involves the identification and analysis of diverse problems. Solve problems through the standard application of theoretical principles and techniques at degree level. Apply standard technical training and experience to solve problems. Apply expertise to the making of decisions. Being responsible for co-ordinating a team to provide an administrative service.

#### **(c) Level of supervision**

Routine supervision to general direction, depending on tasks involved and experience. May supervise other staff at levels below Level 5.

#### **(d) Training level or qualifications**

Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience;
- (ii) completion of an advanced diploma qualification and at least one year's subsequent relevant work experience;
- (iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
- (iv) completion of a Certificate IV and extensive relevant work experience;
- (v) completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- (vi) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Curriculum/resources services grade 4**

- 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
- *Occupational equivalent:* professional assistant

**(ii) Preschool/childcare services grade 4**

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level employees
- Ensuring a safe environment is maintained for children and employees
- Ensuring that records are maintained accurately for each child in the employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families
- *Occupational equivalent:* childcare assistant

**(iii) School administration services grade 5**

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management

- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met
- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods
- *Occupational equivalent*: human resources officer, office supervisor (large school), school development officer

#### **(iv) School operational services grade 5**

- Managing a range of functions
- *Occupational equivalent*: assistant property manager (large school), property manager (medium school)

### **B.2.6 Level 6**

An employee at this level performs work above and beyond the skills of an employee at Level 5.

#### **(a) Competency**

- (i)** Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills. Competencies are normally applied independently and are substantially non-routine.
- (ii)** Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team.
- (iii)** Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
- (iv)** Employees are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.
- (v)** Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

#### **(b) Judgment, independence and problem solving**

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for

resource allocation;exercise high level diagnostic skills on sophisticated equipment or systems;and/or analyse and report on data and experiments.

**(c) Level of supervision**

In some positions,general direction is appropriate. In other positions,broad direction would apply. May have extensive supervisory and line management responsibility for general employees. Supervision is present to review established objectives.

**(d) Training level or qualifications**

Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience;
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields;or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Preschool/childcare services grade 5**

- *Occupational equivalent:*operating as the assistant director:
  - Responsibility for co-ordinating and directing the activities of employees,including the employees engaged in the implementation and evaluation of developmentally appropriate programs
  - Contributing,through the director,to the development of the facility or policies and procedures
  - Co-ordinating operations,including occupational health and safety,program planning,staff training
  - Taking responsibility for the day-to-day management of the facility in the temporary absence of the director and for management and compliance with all licensing and all statutory and quality assurance issues
- *Occupational equivalent:*operating as the co-ordinator:
  - Undertaking additional responsibilities,including co-ordinating the activities of more than one group,supervising employees,trainees and students on placement and assisting in administrative functions

**(ii) Wellbeing services grade 3**

- Performing guidance and counselling,within defined accountabilities
- Providing specialist health services and/or therapy services to students
- *Occupational equivalent:*psychologist,speech therapist,occupational therapist

### **(iii) Nursing services grade 1**

- Providing primary nursing care with its associated administrative responsibilities
- Occupational equivalent:school nurse

### **(iv) School administration services grade 6**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and employees on the employee's area of expertise
- Responsibility for professional development of other employees
- Contributing to operational and strategic planning in the area of responsibility
- *Occupational equivalent*:public relations manager/director,school development manager

### **(v) School operational services grade 6**

- Managing a range of functions
- Occupational equivalent:property manager

## **B.2.7 Level 7**

An employee at this level performs work above and beyond the skills of an employee at Level 6.

### **(a) Competency**

**(i)** Within constraints set by management,employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment,which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex,specialised or professional functions.

**(ii)** An employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions,the employee may be a recognised authority in a specialised area.

### **(b) Judgment,independence and problem solving**

Independently relate existing policy to work assignments,rethink the way a specific body of knowledge is applied in order to solve problems,adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.



**(c) Level of supervision**

Broad direction. May manage other employees including general employees.

**(d) Training level or qualifications**

Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four years of subsequent relevant experience;
- (ii) extensive experience and management expertise in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/training.

**(e) Typical activities**

**(i) Preschool/childcare services grade 6**

- Responsibility as a director, being responsible for the overall management and administration of the facility, including:
- Supervising the implementation of developmentally appropriate programs for children
- Recruiting staff in accordance with relevant regulations, as directed by the Principal
- Maintaining day-to-day accounts and handling all administrative matters
- Ensuring that the facility adheres to all relevant regulations and statutory requirements
- Ensuring that the facility meets or exceeds quality assurance requirements
- Liaising with families and outside agencies
- Formulating and evaluating annual budgets
- Providing professional leadership and development to employees
- Developing and maintaining policies and practices for the facility
- *Occupational equivalent:* childcare centre director

**(ii) Wellbeing services grade 4**

- Managing counselling services with more than one psychologist under supervision
- *Occupational equivalent:* head of school counselling (small or medium school), senior therapist

**(iii) Nursing services grade 2**

- Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties
- Occupational equivalent: school nurse

**(iv) School administration services grade 7**

- Preparing advice, reports, proposals or submissions, using a high level of expertise, for the senior executives of the school and/or outside bodies
- Providing financial advice to the principal or the business manager
- Managing the school's financial system
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent*: information technology manager (medium school)

**B.2.8 Level 8**

An employee at this level performs work above and beyond the skills of an employee at Level 7.

**(a) Competency**

Competency at this level is likely to require the development 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.

**(b) Judgment, independence and problem solving**

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

**(c) Level of supervision**

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

**(d) Training level or qualifications**

Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;
- (ii) extensive experience and management expertise; or
- (iii) an equivalent combination of relevant experience and/or education/training.

## **(e) Typical activities**

### **(i) Preschool/childcare services grade 6**

- Responsibilities are the same as for a grade 6 classified at Level 7
- This level applies where the number of places in the centre exceeds 60

### **(ii) Wellbeing services grade 5**

- Manages a counselling or multi-disciplinary service in a large school
- *Occupational equivalent:* manager of counselling services

### **(iii) Nursing services grade 3**

- Providing health, counselling, health education and acting in a resource capacity to a school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration and management of health service and who is in charge of or directs the activities of other employees of the school's health service
- *Occupational equivalent:* nurse in charge

### **(iv) School administration services grade 8**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Undertaking the role of an assistant bursar/business manager in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level
- *Occupational equivalent:* information technology manager (large school), assistant bursar/business manager (large school)

## SCHEDULE 1 - SALARY LEVELS FOR TEACHERS

(Base rate exclusive of Annual Leave Loading)

### Teachers' Salary Increases

Level	2019		2020
	1-Feb	1-Oct	1-Feb
	1.50%	1.75%	1.50%
<b>1</b>	\$ 72,645	\$ 73,917	\$ 75,026
<b>2</b>	\$ 74,716	\$ 76,024	\$ 77,164
<b>3</b>	\$ 79,036	\$ 80,419	\$ 81,625
<b>4</b>	\$ 81,288	\$ 82,711	\$ 83,951
<b>5</b>	\$ 83,605	\$ 85,068	\$ 86,344
<b>6</b>	\$ 85,989	\$ 87,494	\$ 88,806
<b>7</b>	\$ 89,289	\$ 90,852	\$ 92,215
<b>8</b>	\$ 92,503	\$ 94,122	\$ 95,534
<b>9</b>	\$ 96,280	\$ 97,965	\$ 99,434
<b>10</b>	\$ 99,264	\$ 101,002	\$ 102,517
<b>11</b>	\$ 108,188	\$ 110,081	\$ 111,732

### Responsibility Allowances

Position	Annual Allowance
<b>Band One</b> – Positions of responsibility, which include managing students and/or activities throughout the School Year. Examples include, but are not limited to, the role of Year 9 Coordinator and Debating Coordinator.	<b>\$1,000 to \$4,999</b>
<b>Band Two</b> – Positions of significant responsibility such as a management, academic or pastoral care position which includes management of a significant number of staff and/or students throughout the School Year. This position will require some additional time commitment during the school holidays. Examples include, but are not limited to, Academic Dean, House Dean and Dean of Wellbeing.:-	<b>\$5,000 to \$9,999</b>
<b>Band Three</b> – Positions of sub school or whole school leadership, which include the leadership and management of staff and students throughout the School Year. This position will require additional time commitment during the school holidays. Examples include, but are not limited to, the role of Head of Junior School or Head of Senior School.	<b>\$10,000 plus</b>
It is at the Principal's discretion to pay above these band rates. There is no progression within or between Responsibility Allowance Bands.	

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

### Casual Rate

A Casual Teacher will be paid not less than the rates of pay as follows

	2019		2020
	1-Feb	1-Oct	1-Feb
	1.50%	1.75%	1.50%
Half Day	\$182.30	\$185.49	\$188.27
Full Day	\$364.60	\$370.98	\$376.54

Casual Teachers are entitled to a minimum payment of these hours in respect of employment on any one day pursuant to 9.6.2.

**2021 and 2024 Salary and Increases**

Salaries, Responsibility Allowances and Casual Rates will be adjusted in 2021 - 2024 in accordance with clause **11.0**.

**SCHEDULE 2 - SALARY LEVELS FOR GENERAL STAFF**

<b>Annual Base Salary General Staff Employees (in receipt of 5 weeks annual leave excluding leave Loading)</b>						
	<b>Feb-19</b>		<b>Oct-19</b>		<b>Feb-20</b>	
	<b>1.50%</b>		<b>1.75%</b>		<b>1.50%</b>	
<b>General Staff</b>	<b>Weekly rate</b>	<b>Annual rate</b>	<b>Weekly rate</b>	<b>Annual rate</b>	<b>Weekly rate</b>	<b>Annual rate</b>
<b>Level</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1.1	797	41,594	811	42,322	823	42,957
Level 1.2	839	43,783	854	44,549	867	45,217
Level 1.3	883	46,087	899	46,894	912	47,597
Level 2.1	930	48,513	946	49,362	960	50,102
Level 2.2	1,026	53,525	1,044	54,462	1,059	55,279
Level 3.1	1,131	59,017	1,151	60,050	1,168	60,951
Level 3.2	1,231	64,257	1,253	65,381	1,272	66,362
Level 4.1	1,231	64,257	1,253	65,381	1,272	66,362
Level 4.2	1,384	72,230	1,408	73,494	1,430	74,596
Level 5.1	1,392	72,621	1,416	73,892	1,437	75,000
Level 5.2	1,501	78,307	1,527	79,677	1,550	80,873
Level 6.1	1,577	82,285	1,605	83,725	1,629	84,981
Level 6.2	1,674	87,350	1,703	88,879	1,729	90,212
Level 7.1	1,829	95,424	1,861	97,094	1,889	98,550
Level 7.2	1,953	101,924	1,987	103,708	2,017	105,263
Level 7.3	2,019	105,337	2,054	107,180	2,085	108,788
Level 8	2,120	110,604	2,157	112,539	2,189	114,228

<b>Annualised General Staff Employees (in receipt of paid school holidays excluding leave loading)</b>						
	<b>Feb-19</b>		<b>Oct-19</b>		<b>Feb-20</b>	
	<b>1.50%</b>		<b>1.75%</b>		<b>1.50%</b>	
<b>General Staff</b>	<b>Weekly rate</b>	<b>Annual rate</b>	<b>Weekly rate</b>	<b>Annual rate</b>	<b>Weekly rate</b>	<b>Annual rate</b>
<b>Level</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Level 1.1	693	36,173	705	36,806	716	37,359
Level 1.2	730	38,077	743	38,744	754	39,325
Level 1.3	768	40,081	782	40,783	793	41,394
Level 2.1	809	42,191	823	42,929	835	43,573
Level 2.2	892	46,550	908	47,364	921	48,075
Level 3.1	984	51,326	1,001	52,224	1,016	53,008
Level 3.2	1,071	55,883	1,090	56,861	1,106	57,714
Level 4.1	1,071	55,883	1,090	56,861	1,106	57,714
Level 4.2	1,204	62,817	1,225	63,916	1,243	64,875
Level 5.1	1,210	63,157	1,232	64,262	1,250	65,226
Level 5.2	1,305	68,102	1,328	69,294	1,348	70,333
Level 6.1	1,371	71,562	1,395	72,814	1,416	73,906
Level 6.2	1,456	75,967	1,481	77,296	1,504	78,456
Level 7.1	1,590	82,989	1,618	84,441	1,643	85,707
Level 7.2	1,699	88,641	1,728	90,193	1,754	91,546
Level 7.3	1,756	91,610	1,786	93,213	1,813	94,611
Level 8	1,843	96,190	1,876	97,873	1,904	99,342

### **Part-time Salary**

General Staff Employees engaged on a Part Time basis are entitled to a pro-rata amount of the appropriate Full Time salary based on specified hours.

### **Casual Rate**

A Casual School Assistant is entitled to 1/38<sup>th</sup> of the weekly rate appropriate to the Employee's classification rate plus a 25 per cent loading.

### **2021-2024 Salary and Increases**

Salaries, Responsibility Allowances and Casual Rates will be adjusted in 2021 - 2024 in accordance with clause **11.0**.

### **Commencement level and progression**

- (a) Where there is more than one minimum pay point for a classification level an employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period, following a performance review which the employer will complete before the end of the 12 month period.
- (b) Movement to the next pay point within a classification level will occur unless a review implemented by the employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.
- (c) The commencement levels for employees will be as follows:

<b>Classification</b>	<b>Commencement level</b>
School operations services grade 1	Level 1.1
School administration services grade 1	Level 1.2
Classroom support services grade 1	Level 1.3
Classroom support services grade 2	Level 2.1
Curriculum/resources services grade 1	
Wellbeing services grade 1	
School administration services grade 2	
School operational services grade 2	
Classroom support services grade 3	Level 3.1
Curriculum/resources services grade 2	
Preschool/childcare services grade 3	
School administration services grade 3	
School operational services grade 3	
Curriculum/resources services grade 3	Level 4.1
Preschool/childcare services grade 3A	
Wellbeing services grade 2	
School administration services grade 4	
School operational services grade 4	
Curriculum/resources services grade 4	Level 5.1
Preschool/childcare services grade 4	
School administration services grade 5	
School operational services grade 5	
Preschool/childcare services grade 5	Level 6.1
Wellbeing services grade 3	
Nursing services grade 1	

School administration services grade 6	
School operational services grade 6	
Wellbeing services grade 4	Level 7.1
Nursing services grade 2	
School administration services grade 7	
Preschool/childcare services grade 6 (1–39 places)	Level 7.2
Preschool/childcare services grade 6 (40–59 places)	Level 7.3
Nursing services grade 3	Level 8
Preschool/childcare services grade 6 (60 or more places)	
Wellbeing services grade 5	
School administration services grade 8	

**(d) Junior employees**

A junior employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

**General Staff Level Transition table.**

(a) The translation from the previous level in the Kilvington Grammar School Agreement 2014 to the General Staff levels is as follows.

New (2020)	Past (Kilvington Grammar Agreement 2014)			
	Admin	Assistants	ELC Assistants	IT Employees
Level 1.1				
Level 1.2				
Level 1.3				
Level 2.1	Grade 1.1, 1.2	Grade 1.1, 1.2, 1.3, 1.4, 1.5		
Level 2.2	Grade 1.3	Grade 1A.1, 1A.2		
Level 3.1	Grade 2.1, 2.2, 2.3	Grade 2.1, 2.2, 2.3, 2.4, 2.5	Level 1, 2, 3, 4, 5	
Level 3.2	Grade 2.4	Grade 2.6	Level 6	Level 1, 1A
Level 4.1	Grade 3.1, 3.2, 3.3, 3.4, 3.5	Grade 3.1, 3.2, 3.3, 3.4, 3.5		
Level 4.2	Grade 3.6	Grade 3.6		
Level 5.1	Grade 4.1, 4.2, 4.3, 4.4	Grade 4.1, 4.2, 4.3, 4.4, 4.5		Level 2, 3
Level 5.2	Grade 4.5	Grade 4.6		
Level 6.1	Grade 5.1, 5.2, 5.3			
Level 6.2	Grade 5.4			Level 4
Level 7.1	Grade 6.1, 6.2			
Level 7.2	Grade 6.3			
Level 7.3	Grade 6.4			
Level 8				



**First Aid Allowance**

	<b>Annual Allowance</b>
<b>First Aid Allowance</b> (Clerical/Administration Staff only)	\$756.01 The allowance will be increased by the percentage increases applied to Responsibility Allowances.

**Recall Allowance**

A General Staff Employee recalled to duty at the workplace will be paid a minimum of 2 hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

## IN THE FAIR WORK COMMISSION

### FWC Matter No.:

AG2020/3709

### Applicant:

Kilvington Grammar School Limited T/A Kilvington Grammar School

## Undertaking- section 190

I, Hirian Hinson, Director of Business of Kilvington Grammar School give the following undertaking with respect to the *Kilvington Grammar School Agreement 2020* ("the Agreement"):

1. I have the authority given to me by Kilvington Grammar School to provide this undertaking in relation to this application before the Fair Work Commission.
2. Kilvington Grammar School undertakes the following:
  - a. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency."
  - b. General Staff employees covered by this Agreement will not engage in shift work during the life of this Agreement as defined by the *Educational Services (Schools) General Staff Award 2020*.
  - c. A General Staff employee who is required to work ordinary hours on a Saturday or Sunday will be paid 150% of the minimum hourly rate for ordinary hours worked on a Saturday and 200% of the minimum hourly rate for ordinary hours worked on a Sunday."

**Employer name: Hirian Hinson**

**Authority to sign: Director of Business**

**Signature:** 

**Date: 21/12/2020**