



# DECISION

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

**Korowa Anglican Girls' School**  
(AG2021/4482)

## **KOROWA ANGLICAN GIRLS' SCHOOL AGREEMENT 2021**

Educational services

COMMISSIONER LEE

MELBOURNE, 30 APRIL 2021

*Application for approval of the Korowa Anglican Girls' School Agreement 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *Korowa Anglican Girls' School Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Korowa Anglican Girls' School. The Agreement is a single enterprise agreement.

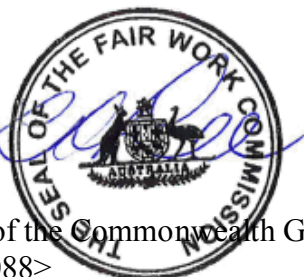
[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 May 2021. The nominal expiry date of the Agreement is 31 January 2024.

COMMISSIONER



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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/4482

Applicant:

Korowa Anglican Girls' School

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Helen Carmody, Principal have the authority given to me by Korowa Anglican Girls' School to give the following undertakings with respect to the Korowa Anglican Girls' School Agreement 2021 ("the Agreement"):

1. Clause 51.6 Give an undertaking to include a Casual School Assistant will be engaged for a minimum of 2 hours
2. Clause 51.6.2 Give an undertaking that Schedule 2B is the minimum rate and that casual loading of 25% will be applied for casual school assistant employees
3. Clause 65 Give an undertaking that overtime will be paid in accordance with Clause 21 of the Educational Services (Schools) General Staff Award 2020
4. Clause 67 Give an undertaking that the annual salary for an employee on an annualised salary will be in excess of the relevant level of Schedule 3B so as to not disadvantage employees
5. Clause 67 Give an undertaking that the School will apply the span of hours provided for in the Educational Services (Schools) General Staff Award 2020 with respect to the employees with an annualised salary

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



\_\_\_\_\_  
Signature

23/04/2021

\_\_\_\_\_  
Date

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



Korowa Anglican Girls' School  
Agreement 2021

## PART 1 APPLICATION AND OPERATION OF AGREEMENT

### 1. Title

This Agreement is to be known as the Korowa Anglican Girls' School Agreement 2021 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to Section 172(2) of the *Fair Work Act 2009*.

### 2. Arrangement

This Agreement is arranged as follows:

Part Title	Part Number	Clause Numbers
Application and Operation of Agreement	1	1 - 8
Conditions of Employment for all Employees Covered by the Agreement	2	9 - 41
Conditions of Employment for Teachers	3	42 - 50
Conditions of Employment for School Assistants	4	51 - 57
Conditions of Employment for General Staff	5	58 - 72

Clause Title	Part Number	Clause Number
Title	1	1
Arrangement	1	2
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Parties Bound	1	4
Relationship to Awards	1	5
No Extra Claims	1	6
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Public Holidays	2	19
Parental Leave	2	20
Long Service Leave	2	21
Domestic and Family Violence Leave	2	22
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Other Leave	2	24
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Annual Leave - Teachers	3	49
Termination - Teachers	3	50
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Classifications and Salaries – School Assistants	4	52

Hours of Work – School Assistants	4	53
Meal Break – School Assistants	4	54
Non-term Time - School Assistants	4	55
Annual Leave – School Assistants	4	56
Termination - School Assistants	4	57
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Shiftwork – General Staff	5	62
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Overtime – General Staff	5	65
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<b>School Assistants</b>	
Classification Structure	2A
Salaries	2B
<b>General Staff</b>	
Classification Structure	3A
Salaries	3B
Allowances	3C

### 3. Commencement date and period of operation

3.1 Where the Agreement passes the better off overall test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Fair Work Commission.

3.2 The nominal expiry date of this Agreement is 31 January 2024

3.3 Salaries for employees covered by this Agreement are set out in Schedules 1B, 2B and 3B

### 4. Parties bound

4.1 This Agreement binds:

- (i) the Employer;
- (ii) Teachers (including Permission to Teach Teachers, Teacher Librarian and ELC Teachers);
- (iii) School Assistants;
- (iv) School Counsellor and Careers Counsellor; and
- (v) General Staff as defined by clause 7.

4.2 Parts 1 and 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3, 4 and 5 of this Agreement apply to Employees as specified.

This Agreement does not cover:

- (i) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (ii) any employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth);
- (iii) apprentices;
- (iv) trainees; or
- (v) Employees on a supported wage system.

### 5. 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.

The National Employment Standards (NES) as contained in Part 2-2 of the Fair Work Act are the minimum entitlements to which an employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.

This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

### 6. No extra claims

The Employer and Employees agree that the salary increase and other improvement in conditions of employment provided by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date set out in cl. 3.2 hereof.

## 7. Definitions

Act	means the Fair Work Act 2009 (Cth)
Attendance Time	means all days of the School Year less the Non-Attendance Time and the period of annual leave
National Employment Standard (NES)	means the National Employment Standards contained at Part 2-2 of the Fair Work Act
Award	means the following: <ul style="list-style-type: none"> <li>• Educational Services (Schools) General Staff Award 2020</li> <li>• Educational Services (Teachers) Award 2020</li> <li>• Any other award applicable to any Employee immediately prior to the commencement of this Agreement</li> </ul>
Basic Rate of Pay	means the base rate of pay as defined by section 16(1) of the Act
Casual Employee	means an Employee employed pursuant to clause 42, 51 or 58 of this Agreement
Employee	means a person covered by this Agreement
Employer	means the Korowa Anglican Girls' School ABN 53 007 133 646
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Employee	means an Employee employed pursuant to clause 9 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 9 of this Agreement
FWC	means Fair Work Commission or its successor(s)
General Staff	Means a person who is a permanent employee in a non-teaching role that includes <ul style="list-style-type: none"> <li>• Administration</li> <li>• Finance</li> <li>• Human Resources</li> <li>• Maintenance</li> <li>• Events and catering</li> <li>• Marketing</li> <li>• IT and Database</li> <li>• Health services</li> <li>• School Counsellors</li> </ul>

	<ul style="list-style-type: none"> <li>Careers Counsellors</li> </ul>
Immediate Family	<p>means:</p> <ul style="list-style-type: none"> <li>spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse 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); and</li> <li>a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</li> </ul>
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s)
Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia
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 four (4) weeks' annual leave)
Non-term weeks	means weeks, or part thereof, in the school year other than term weeks and includes periods designated as school holidays
Nursing services	means an Employee who is a registered nurse in the relevant State/Territory and is employed as such
Part Time Employee	means an Employee employed pursuant to clause 9 of this Agreement
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 4 of Part 2.6 of the Education and Training Reform Act 2006 (Vic.) and in accordance with the Victorian Institute of Teaching Permission to Teach Policy.

Principal	means Principal of Korowa Anglican Girls' School or his or her nominee
Registered Health Practitioner	means a person registered under the Health Practitioner Regulation National Law (Victoria) Act 2009
School	means Korowa Anglican Girls' School ABN 53 007 133 646 trading as Korowa Anglican Girls' School
School administration services	means 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
School Assistant	means a person who is ancillary to the process of teaching and includes: <ul style="list-style-type: none"> <li>• Library assistant</li> <li>• Laboratory assistant</li> <li>• Early Childhood assistant</li> <li>• Classroom assistant</li> <li>• Food Studies assistant</li> <li>• Art Assistant</li> </ul>
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School operational services	means an Employee whose principal duties are to support the other services of a school, including but not limited to: <ol style="list-style-type: none"> <li>i. maintenance and security of school buildings and grounds;</li> <li>ii. support for School functions and events including set up, pack up and clean up;</li> <li>iii. support for School staff in provision of light catering and general housekeeping of common areas</li> </ol>
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year,
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 Education and Training Reform Act 2006

	(Vic.) and is employed to teach. This definition includes a qualified Teacher Librarian, and ELC Teachers but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Term weeks	means the weeks, or part thereof, in the School year that teaching staff are required to attend school and designated student free days as set out in the School Calendar
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the Education and Training Reform Act 2006 (Vic)
Wellbeing services	means an Employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate

## 8. Dispute Resolution Procedure

8.1 If a dispute relates to:

- a) a matter arising under this agreement;
- b) the National Employment Standards;

this clause sets out the procedures to settle the dispute.

8.2 An Employee who is 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 the 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 2 stages:

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

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of t 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 other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Employee to perform; or
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction

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



## **PART 2**

### **CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT**

#### **9. Modes of Employment**

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

- 9.1 Modes of employment for Teachers as per Part 3 Clause 42
- 9.2 Modes of employment for School Assistants as per Part 4 Clause 51
- 9.3 Modes of employment for Non-Teaching staff as per Part 5 Clause 58

#### **10. Agreement Flexibility**

10.1 An Employer and an 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 one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

10.2 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.

10.3 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.

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

10.5 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.

## 11. Minimum Employment Period

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

11.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clauses, 50, 57 or 73 and does not need to comply with any due process or performance management policies or procedures in place from time to time.

11.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.

Employee	Period of Notice
Teacher	7 weeks' notice wholly within the one school term
School Assistants	4 weeks' notice wholly within the one school term
General Staff (Works Term Weeks only)	4 weeks' notice wholly within the one school term
General Staff	4 weeks' notice

11.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 11.3 above.

## 12. Salary Increases and Remuneration Packaging

12.1 Salaries are specified in clause 43, 52, 72 and schedules 1B, 2B and 3B in this Agreement.

12.2 An Employee shall be paid in accordance with the appropriate classification level specified in schedules 1A, 2A and 3A of this Agreement, including any subsequent increases agreed upon in accordance with this Agreement.

12.3 All Employees pay rates specified in schedules 1B, 2B and 3B will be increased by a minimum annual increase of 1% from 1 February 2022 and 1 February 2023.

12.4 The Consultative Committee will meet with the Principal no later than the end of week one of Term Three of each year to engage in consultation to determine if the School will increase the Employees pay rates by more than the requisite minimum of 1% specified in clause 12.3. Consultation commenced in a particular year, in accordance with this clause, will be finalised by no later than 1 August of that year. If a salary increase; beyond the minimum 1% increase as specified in

Cl. 12.3, is agreed upon, the salary increase will be paid from the first full pay period commencing on or after 1 February the following year. For the avoidance of doubt, an increase agreed upon in accordance with this clause is considered a term of this Agreement.

12.4 The salary schedules will be published via the School Intranet, or an equivalent means.

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

12.6 Any arrangement between the Employer 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. Superannuation**

13.1 The Employer will make an employer superannuation contribution based on gross salary earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to NGS Super Fund.

13.2 The Employer will pay 1% over the Super Guarantee Contributions (SGC).

13.3 The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

### **14. Payment Arrangements**

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

### **15. School Year Commencement and Conclusion Dates**

Term dates will be advised not less than 6 months in advance of the first day of the following School year

New Teachers and new School Assistants may be required to commence one working day prior to the School year.

General Staff will be notified of School shut-down dates at the commencement of Term Four of that year.

### **16. Personal/Carer's Leave**

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

16.2 This clause does not reproduce Subdivision A of Division 7 of Part 2-2 of the Act in full.

16.3 Entitlement

16.3.1 An Employee, other than a casual employee, is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.

16.3.2 Under the Agreement, for an Employee, the personal leave entitlement equates to 15 days per year of service pro-rata for part-time staff.

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

16.3.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

16.3.5 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

16.3.6 The amount of personal leave a Full Time Employee may take as sick leave, depends upon how long the Employee has worked for the Employer and accrues as follows:

- in the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
- in the second and subsequent years of service, 15 days at the commencement of that year.

16.3.7 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

16.3.8 An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.
- Where all paid personal leave entitlements have been exhausted, Korowa and an employee may agree upon the period of unpaid leave to be taken. In the absence of agreement, an employee is entitled to take up at least two (2) days' unpaid leave per occasion.

## 17. Compassionate Leave

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

17.2 This clause does not reproduce Subdivision C of Division 7 of Part 2-2 of the Act in full.

### 17.3 Entitlement

17.3.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

17.3.2 This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.

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

### 17.3.4 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.

17.3.5 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.

## 18. Infectious Diseases Leave

18.1 An Employee who is suffering a notified communicable disease 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

18.2 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.

## 19. Public Holidays

19.1 An Employee is entitled to public holidays in accordance with the NES as amended from time to time. These include the following:

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



19.2 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the days specified by the NES.

19.3 An agreement made in accordance with 19.2 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

## 20. Parental Leave

### 20.1 NES

Parental leave is as provided for by the NES except where this Agreement provides ancillary or supplementary terms.

### 20.2 Definitions

For the purposes of this clause, child means a child of the Employee under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a child is an eligible child and means a person under the age of sixteen years or under school age, whichever applies first, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

### 20.3 Paid parental leave

#### 20.3.1 Application

- (a) This clause applies to a full-time or part-time Employee who is entitled to, and takes, unpaid parental leave in accordance with the NES and cl.20 (Parental leave).
- (b) This clause does not apply to a casual or fixed-term Employee.
- (c) The Employer must not fail to re-engage a Casual Employee because:
  - (i) the Employee or Employee's spouse is pregnant; or
  - (ii) the Employee is or has been immediately absent on parental leave.
- (d) The rights of the Employer in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.

### 20.4 Birth-related leave and adoption-related leave for the primary carer

- (a) An Employee will be entitled to 14 weeks of leave with pay to be responsible for the care of the child.
- (b) If the Employee takes less than 14 weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) During the period of time that the employee is in receipt of the paid parental leave, the employee is entitled to accrue annual leave, long service leave and personal leave in accordance with the agreement.
- (d) The payment is payable from the date that the Employee commences parental leave; the date of the birth or placement of a child with the Employee, unless the Employee and the Employer make alternative arrangements.
- (e) The period of paid leave will be completed within 14 weeks following date of commencement of parental leave, unless otherwise agreed between the Employer and the Employee.
- (f) By agreement the Employee may take the period of Parental leave at half pay.

## 20.5 Partner leave

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, is entitled to be paid for 10 days pro-rata of concurrent leave.

## 20.6 Payment arrangements

(a) The payments in cl.20.4:

- (i) are not payable during a period of paid leave;
- (ii) are paid at the Employee's ordinary rate of pay.

(b) The payment in cl.20.4 may be paid during the period that the Employee is in receipt of payment under the Australian Government's Paid Parental Leave Scheme.

(c) Where the Employer employs both parents of a child, only one Employee will be entitled to paid leave pursuant to cl.20.4.

(d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth or placement of a second or subsequent child.

## 20.7 Right to Request

### 20.7.1 Additional Long Parental Leave

(a) Subject to 20.7.1(b) an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities.

(b) An application under 20.7.1(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than four (4) weeks prior to the date upon which the Employee is due to return to work from parental leave.

### 20.7.2 Part Time Work

(a) Subject to 20.7.2(b) an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child is of school age to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 20.7.2(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

## 20.8 Ordinary Maternity Leave

20.8.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Employee:

- (a) must provide notice in writing to the Employer of the expected date of birth (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate); and

(b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

20.8.2 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason.

20.8.3 Subject to clause 20.4 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.

20.8.4 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

20.8.5 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 20.8.4.4 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

20.8.6 Where the Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

## 20.9 Special Maternity Leave

20.9.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee is entitled to 4 weeks' paid leave.

20.9.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

20.9.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks unless a further 12 month period has been agreed to by the employer and employee.

20.9.4 Where leave is granted under clause 20.8.3, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided with a minimum of four weeks notice.

20.9.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.

20.9.6 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:

(a) a medical certificate from a medical practitioner containing the following statements:



- that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- what the expected date of birth would have been if the pregnancy had gone to full term;
- that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
- that the Employee is, was, or will be unfit for work during a stated period.

Or

(b) a statutory declaration made by the Employee containing the following statements:

- that the employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
- that the employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.

20.9.7 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

20.9.8 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control. An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

## 20.10 Partner Leave

20.10.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short partner leave. The Employee:

- (a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or
- (b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the partner leave has started) if it was not reasonably practicable for the Employee to comply with 20.10.1(a) because of the premature birth of the child or any other compelling reason; and
- (c) must provide to the Employer a written application for short partner leave stating the first and last days of the period of the period of short partner leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

## 20.11 Adoption Leave

20.11.1 An Employee must give written notice to his or her Employer of the Employee's intention to apply for adoption leave as soon as reasonably practicable after receiving notice

(a placement approval notice) of the approval of the placement of an eligible child with the Employee.

20.11.2 An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as reasonably practicable after receiving notice (a placement notice) of the expected day.

20.11.3 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Employee intends to apply for because of the placement:

(a) if the Employee receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice – before the end of that 8-week period; or

(b) if the Employee receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

20.11.4 A notice under 20.11.1, 20.11.2 or 20.11.3 must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

20.11.5 An Employee must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of short adoption leave.

20.11.6 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of long adoption leave.

20.11.7 An Employee may take:

(a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or

(b) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.

20.11.8 Where the placement of a child for adoption with an Employee

- does not commence, the Employee is not entitled to leave; or
- commences but is discontinued or cancelled, the Employee's entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than 4 weeks after the day the notice is given, any untaken long adoption leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.

20.11.9 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

#### 20.12 Parental Leave and Other Entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 20.4.

#### 20.13 Transfer to a Safe Job

20.13.1 Subject to 20.13.2 and 20.13.3, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

20.13.2 This subclause applies to an Employee if

- (a) the Employee is entitled to ordinary maternity leave; and
- (b) the Employee has already complied with the documentation requirements under 20.8; and
- (c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
  - (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position.

20.13.3 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:

- (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 20.13.4(b); or
- (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 20.13.4(b)

20.13.4 If the Employee takes paid leave under 20.13.3:

- (a) the entitlement to leave is in addition to any other leave entitlement she has; and
- (b) the period of leave ends at the earliest of whichever of the following times is applicable:
  - (i) the end of the period stated in the medical certificate; or

(ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or

(iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

#### 20.14 Variation of Period of Ordinary Maternity Leave, Long Partner Leave or Long Adoption Leave Korowa

20.14.1 Subject to the relevant provisions of the Act, where an Employee has commenced a period of long parental leave of up to 12 months, the Employee:

(a) may extend the period of ordinary maternity leave, long partner leave or long adoption leave once by giving the Employer 14 days' written notice before the end of the period stating the period by which the leave is extended; and

(b) may further extend the period of ordinary maternity leave, long partner leave or long adoption leave by agreement with the Employer.

20.14.2 Subject to the relevant provisions of the Act, the period of ordinary maternity leave, long partner leave or long adoption leave may be shortened by written agreement between the Employer and the Employee.

20.14.3 To avoid doubt, this subclause does not apply to the right to request provision in 20.7.2.

#### 20.15 Returning to Work After a Period of Parental Leave

20.15.1 An Employee will notify the Employer of the Employee's intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

20.15.2 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 clause 20.13, 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.

20.15.3 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 as nearly comparable in status and pay to that of the Employee's former position.

20.15.4 For the purposes of this clause, position includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

#### 20.16 Fixed term Employees

20.16.1 A fixed term Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Employee is employed.

20.16.2 Before an Employer engages a fixed term Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### 20.17 Communication During Parental Leave

20.17.1 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.

20.17.2 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.

20.17.3 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 20.17.1.

## 21. Long Service Leave

### 21.1 Entitlement

(a) Long service leave is provided for in the NES or the *Long Service Leave Act 2018 (Vic)* as applicable, except where the Agreement provides ancillary or supplementary terms.

(b) An Employee is entitled to 9.1 weeks Long Service Leave after the completion of 7 years continuous employment based on an accrual of 1.3 weeks per year of employment.

(c) An Employee is entitled to an additional 1.3 weeks Long Service Leave for each additional year of continuous employment.

(d) Where an Employee has completed at least 7 years of continuous employment, they are entitled to payment for long service upon termination of employment

(e) An Employee may take pro-rata long service leave after seven years of continuous employment.

(f) The taking of leave will be at a time mutually agreed between the School and the Employee and in accordance with applicable legislation. It is preferable that long service leave should be taken as soon as practicable after the full entitlement becomes due. In granting the leave, the School will consider both its operational requirements and the personal circumstances of the Employee. Eligible teachers should apply at least 6 months prior to the start of the Semester in which they wish to take leave. Eligible non-teacher Employees should apply six months prior to the start date of the proposed leave.

(g) Shorter periods of long service leave can be negotiated consistent with the operational requirements of the School and the personal circumstances of the Employee.

21.2 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.

21.3 An Employee, whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is calculated on an average of the employee's time fractions over the period of eligible service as per legislation

21.4 Long Service Leave may be taken at half pay for twice as long as the Employee would otherwise be entitled at the written request of the staff member, provided it is reasonable to do so having regard to the needs of the School.

21.5 Long Service Leave does not include public holidays that fall during the period of leave.

21.6 Subject to the requirements of cl.21.6.1, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave recredited to the Employee. 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.

21.6.1 The Employee's application under cl.21.6:

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

## 22. Family and Domestic Violence Leave

### 22.1 General Principle

Unpaid family and domestic violence leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms. The School recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the School is committed to providing support to staff that experience family or domestic violence.

### 22.2 Definition of Family and Domestic Violence

For family and domestic violence, the School accepts the definition of Family Violence as stipulated in the Family Violence Protection Act 2008 (Vic) which is behaviour by a person towards a family member of that person if that behaviour—

- (i) is physically or sexually abusive; or
- (ii) is emotionally or psychologically abusive; or
- (iii) is economically abusive; or
- (iv) is threatening; or
- (v) is coercive; or
- (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person.

Family and domestic violence is also behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of the types of behaviour referred to above.

Behaviour may constitute family and domestic violence even if the behaviour would not constitute a criminal offence.

### 22.3 General Measures

- (a) Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse, a family

violence support service or lawyer. A signed statutory declaration can also be offered as proof.

- (b) All personal information concerning family violence will be kept confidential. No information will be kept on an employee's personnel file without their express written permission.
- (c) The School Principal (or the Principal's nominee) will be the only point of contact.
- (d) 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.

#### 22.4 Leave

- (a) An employee, except casual employees, experiencing family violence will have access to 5 days per year available at the start of each 12 month period of the Employee's employment (which does not accrue from year to year) of paid family or domestic violence leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day can be taken.
- (b) At the absolute discretion of the Principal an employee who supports a person experiencing family or domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.

#### 22.5 Notice and evidence requirements

- (a) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
  - (b) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (c) must advise the Employer of the period, or expected period, of the leave.

#### 22.6 Right to request flexible work arrangements

The School recognises that employees experiencing violence from a member of the employee's family may request the School for a change in working arrangements relating to those circumstances in accordance with section 65 of the Fair Work Act 2009 (Cth).

### 23. Removal Leave

An Employee is entitled to one (1) day's removal leave per annum for the bona fide removal to a new place of residence. This entitlement is not cumulative.

### 24. Other Leave

#### 24.1 Community Service Leave

Community Service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

#### 24.2 Jury Service Leave

24.2.1 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. Employees required to appear or serve as jurors are entitled to leave at their ordinary rate of pay for the duration of the period of their required attendance for Jury Service. The school will continue to pay the Employee through the normal salary system.



24.2.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

24.2.3 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.

24.2.4 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.

24.2.5 The Employee must pay to the school the full amount received from the court for jury service. The Employee must pay the school this money as soon as practicable and must if requested by the Principal, provide evidence to the school as to the amount of any payments made to them by the court.

#### 24.3 OHS Leave

An elected Occupational Health and Safety Representative, will in conjunction with his or her entitlements to paid time to perform duties under the Occupational Health and Safety Act, be provided with additional release time to perform those duties.

#### 24.4 IEU Representative Training

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

- Taken at a time mutually agreed with the Principal,
- Limited to one day per school per year; and
- Non-cumulative

The IEU will reimburse any replacement cost as per the CRT rates in Schedule 1B1.2.

### 25. Examination Leave

An Employee is entitled to one (1) day's leave with pay to attend compulsory examinations in an approved relevant course of study.

### 26. Qualification Conferral Leave

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.

### 27. Personal Necessity Leave

An Employee will be granted leave with pay for one day per annum for personal reasons. This leave is non-cumulative.

### 28. Leave Without Pay

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

An Employee may apply for leave without pay in accordance with clause 28 to be taken in conjunction with any period of long service leave taken.



## 29. Annual Leave Loading

29.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.

29.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

17.5% of working weeks (excluding paid non-term time)	X 4 X	Annual Rate of Pay
Number of School's term weeks		52.18

29.3 Notwithstanding clauses 29.1 and 29.2, an employer may pay annual leave loading to the employee with each salary payment throughout the school year by increasing the annual rate of pay as at the commencement of the school year, or as subsequently varied, by 1.342%.

29.4 All eligible employees receive the annual leave loading as part of each salary payment throughout the year.

## 30. Accident Compensation and Accident Make-Up Pay

30.1 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, 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.

30.2 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 Workplace Injury Rehabilitation and Compensation Act 2013, then:

30.3. The Employee accrues entitlements as per the Act (where relevant) for the duration of any such absence.

## 31. Withholding of Monies

31.1. Subject to 31.2, in the event that an Employee does not provide the full notice as required the Employer is entitled to withhold from any monies owing to the Employee an amount equal to that as per Legislation or its successor.

31.2 Clause 31.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the NES under the Act.

31.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from unpaid salary or wages to the extent to which such entitlements exceed the Employee's Basic Rate of Pay.

31.4 For the purpose of this clause, the Employer and Employee agree that the Basic Rate of Pay may be satisfied over a period of 12 months.

### **32. Repayment of Wages Due to Error**

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

### **33. Introduction of Major Change**

As has been customary practice at Korowa, changes to conditions such as hours of work, staffing levels, work practices, the structure of the school day, and the co-curricular program, will be arrived at through a consultative process, involving staff members and the School.

#### **33.1 Consultation**

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.

#### **33.2 Consultation regarding major workplace change**

For a major change referred to in clause 33.1:

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) [cll.33.3](#) to [33.9](#) apply.

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

#### **33.4 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;
- (c) the Employer must recognise the Representative.

33.5 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.

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

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

33.8 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 cl.33.2(a) and cl.33.3 and cl.33.5 are taken not to apply.

33.9 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.

33.10 Change to regular roster or ordinary hours of work

For a change referred to in cl.33.1(b)

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) cll.33.11 to 33.15 apply.

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

33.12 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;
- (c) the Employer must recognise the Representative.

33.13 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).

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

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



33.16 For the purposes of cl. [33.10](#) to [33.15](#), a School'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.

33.17 However, where a change to a School's educational timetable directly results in a change to the number of ordinary hours of work of an Employee or to the spread of hours over which the Employee's ordinary hours, are required to be worked, cl. [33.10](#) to [33.15](#) will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl. [33.1](#).

#### **34. Performance and conduct management**

This clause will not apply within the minimum employment period or to a casual Employee.

##### **34.1 Performance Management**

Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in cl. [34.2](#) and [34.3](#).

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

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

34.3 Formal performance management meetings will:

- (a) include discussion of the Employer's concerns with the Employee's performance;
- (b) give the Employee an opportunity to respond to the Employer's concerns;
- (c) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (d) include documentation, where appropriate;
- (e) set periods of review, as appropriate.

34.4 If, following the procedure in cl. [34.2](#) and [34.3](#) the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

##### **34.5 Conduct Management**

Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in cl. [34.6](#) and [34.7](#).

34.6 The Employer will advise the Employee of:

- (a) the Employer's concern with the Employee's conduct;
- (b) the time, date and place of the meeting to discuss the Employee's conduct;

- (c) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
- (d) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

34.7 The formal conduct management meeting(s) will:

- (a) include discussion of the Employer's concern with the Employee's conduct;
- (b) give the Employee an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.

34.8 The Employer reserves the right to vary the procedure in cl. [34.6](#) and [34.7](#) where it is possible that the Employee is guilty of serious misconduct.

34.9 Concerns with an Employee's conduct may be resolved by:

- (a) summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- (b) issuing the Employee with a warning or a final warning in writing;
- (c) terminating the employment of the Employee in accordance with the relevant notice provision;
- (d) other action, appropriate to the situation.

34.10 Suspension

Notwithstanding any of the provisions in this Agreement, the Employer may suspend an Employee with while considering any matter which in the view of the Employer could lead to the Employee's summary dismissal.

## **35. Redundancy**

35.1 Definition

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

35.2 Transfer to Lower Paid Duties

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

### 35.3 Severance Pay

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

Period of Continuous Service	Entitlement
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	8 weeks' pay
4 years but less than 5 years	10 weeks' pay
5 years but less than 6 years	12 weeks' pay
6 years but less than 7 years	14 weeks' pay
7 years but less than 8 years	16 weeks' pay
8 years but less than 9 years	17 weeks' pay
9 years but less than 10 years	18 weeks' pay
10 years but less than 11 years	19 weeks' pay
11 years but less than 12 years	20 weeks' pay
12 years and over	25 weeks' pay

In circumstances where Part-Time staff receives a decrease in their workload which equates to more than a 25% decrease on the previous year's employment, they will be offered a redundancy package as an alternative to accepting a reduced workload.

**\*Weeks' pay** means the ordinary time rate of pay for the Employee concerned.

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

### 35.4 Leaving During Notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 35.3 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

### 35.5 Alternative Employment

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

### 35.6 Time Off During Notice Period

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

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

### **36. Meal Allowance**

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7pm on any day.

### **37. Breakage and Loss**

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

### **38. Protective Clothing**

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will provide such clothing. This includes wet weather clothing where required.

### **39. Staff Discount for Children Attending Korowa**

All staff are entitled to a discount of 25% on tuition fees for each child attending Korowa. Children attending Korowa other than the eldest child receive a further 10% sibling discount for each younger child. The staff discount does not apply for children of casual staff and staff employed for a fixed term of one School Term or less.

The staff discount applies in addition to any scholarship awarded to the student. Staff discount continues to apply if the staff member is on paid leave. The staff discount also applies for up to four Terms of Parental Leave. The staff discount does not apply to any other form of unpaid leave. No staff discount is available for Aftercare or Holiday Program services provided at the School.

The staff discount applies to the Term's fees billed in the term coinciding with the staff member's employment.

### **40. Consultative Committee**

A Consultative Committee shall be established with meetings to be held when the need arises. This Committee shall comprise the Principal, two members of the School Executive, one teacher from the Junior School, two teachers from the Senior School and two non-teachers from any part of the School.

The Consultative Committee will meet to discuss areas of mutual concern relating to this Agreement with the aim of better meeting the needs of the School and all Employees. The Consultative Committee shall not normally discuss individual matters or grievances. The Consultative Committee holds no decision-making authority.

### **41. Acquisition of Additional Qualifications**

The School will increase an Employee one increment of advancement on the appropriate Salary scale for the acquisition of additional qualifications where prior approval has been obtained from the Principal to undertake the course of study. Advancement will be dependent on successful completion of the approved study.

## **PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS**

### **42. Modes of Employment**

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

#### **42.1 Full-Time Employees**

42.1.1 The Employer may engage an Employee on a full-time basis in accordance with this Agreement.

#### **42.2 Part-Time Employee**

42.2.1 The Employer may employ an Employee on a part-time basis in accordance with this Agreement.

42.2.2 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.

42.2.3 A Part-Time Teacher will be paid pro-rata of the rate that the Teacher would be entitled to receive as a Full-Time Teacher and is entitled to all entitlements on a pro-rata basis on the specified hours in clause 42.2.2. The pro-rata annual salary is calculated using the following formula:

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

For the purposes of this formula, a Full Time Teacher's face to face teaching hours are deemed to be 19 hours secondary and 22 hours primary and early childhood.

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

#### **42.3 Variation of hours - part time staff**

42.3.1 The Employer will not vary the days and times of attendance of a part time teacher by more than 25% of their allotment in any 12-month period unless:

42.3.2 The teacher consents; or

42.3.3 If it can be demonstrated that such a variation is required as a result of a change in funding/curriculum/enrolment needs. In this case, 7 weeks' notice in writing shall be given by the school. In the absence of the required notice and provided that the change involves a drop in salary, the teacher's salary will be maintained at its former level for the period of the notice not given.

42.3.4 In reaching the decision under clause 42.3.3 the School will consider the needs of the School and the personal circumstances of the teacher, including but not limited to carer responsibilities and financial situation.



#### 42.4 Fixed Term Employee

42.4.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation; or
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

42.4.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro-rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

42.4.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

- the reason for the fixed nature of the employment;
- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Employee being replaced.

42.4.4 Subject to clause 11, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 48, 50 or 73.

42.4.5 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

#### 42.5 Letter of Appointment

Upon engagement, the School will provide all Employees (other than Emergency Teachers or Casual Employee) with a letter of appointment.

42.5.1 The letter of appointment will state:

- (a) the date on which employment commences;
- (b) the date on which employment ceases (in the case of fixed term appointments);
- (c) commencing classification salary and mode of payment;
- (d) superannuation arrangements;
- (e) a position description of the job as at the commencement of employment;
- (f) the employment type, whether full time or part time;
- (g) the reason for the fixed nature of the employment.

42.5.2 A letter of service will be supplied by the Employer on request of the Employee.

#### 42.6 Casual Employee

The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

42.6.1 A Casual Teacher is entitled to the rate of pay specified in Schedule 1B. This rate of pay includes a loading in lieu of paid leave entitlements.

42.6.2 The Employer will engage a Casual Teacher for a full day or a half day.

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

- (a) notice of termination of employment;
- (b) redundancy;
- (c) remuneration packaging;
- (d) annual leave;
- (e) leave loading;
- (f) paid personal/carer's leave;
- (g) paid compassionate leave;
- (h) paid parental leave
- (i) accident make-up pay
- (j) infectious diseases leave;
- (k) examination leave;
- (l) qualification conferral leave.; and
- (m) tuition fee discount.

42.6.4 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

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

### 43. Classifications and Salaries

43.1 Schedule 1A sets out the classification structure and progression arrangements.

43.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher. It also sets out the Camp Allowance.

43.3 Schedule 1C sets out the positions of responsibility structure.

43.4 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Rate of Pay may be satisfied over a period of 12 months and includes the salary and rates of pay in Schedules 1B and 1C.

43.5 The salary specified in Schedule 1B or 1C is in compensation for all hours worked under this Agreement.

#### **44. Hours of Work**

44.1 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, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

44.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.

44.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

44.4 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

44.5 To enable staff to plan their time, a termly meetings schedule will be published in advance. Meetings will usually be scheduled adjacent to the usual School day and will not be longer than 90 minutes long. Teachers may be required to attend up to two meetings per week as part of their usual duties.

#### **45. Workload**

The School may direct a Teacher to perform such duties as are within the limits of the Employee's skill, competence and/or training.

At all times, Korowa Anglican Girls' School will endeavour to distribute workloads equitably, and ensure that no member of staff (full-time or part-time) shall be required to perform an unfair, unreasonable or excessive workload. Staff may be expected to perform duties outside School hours at a variety of School events. Any additional hours over and above 38 hours per week will be averaged over 48 weeks.

For the purposes of determining an individual's workload, documentation evidencing curricular, co-curricular and professional development activities may be taken into account.

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.

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.

All first year Teachers will have their workload reduced by 2 periods per cycle to allow for mentoring and portfolio development.

Outside assistance, such as Casual Relief Teachers ("CRT") will be provided in the event of a prolonged absence.

#### **46 Scheduled Class Time**

46.1 A full time teaching load for a Secondary Teacher is will not exceed 19 hours of scheduled class time per week.

46.2 A full time teaching load for a Primary Teacher or Early Childhood Teacher will not exceed 22 hours of scheduled class time per week.

#### 47. Meal Break

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

#### 48. Non-Attendance Time

48.1 A Teacher is not required or requested 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. Designated Staff Days are not included in Non-Attendance Time.

48.2 Non-Attendance Time is not a period of authorised leave for the purpose of the Act.

48.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non-Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non-Attendance Time during the School Year will be calculated pursuant to the formula in 48.4.

48.4 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:

$$\left[ \begin{array}{l} \text{Total number of a Teacher's} \\ \text{Attendance Time (weeks)} \\ \text{Total number Attendance Time} \\ \text{(weeks)} \end{array} \right] \times \text{Non-Attendance Time} - \text{Non-Attendance Time weeks already taken}$$

#### 49. Annual Leave

49.1 Annual Leave is in accordance with the NES (Division 6 of Part 2.2 of the Act), except where more favourable terms are provided in this Agreement.

49.2 This clause does not reproduce Division 6 of Part 2.2 of the Act in full.

49.3 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

49.4 A Teacher must take an amount of annual leave during the shutdown period following the end of Term 4. The shutdown period may differ for individual Teachers, depending on work commitments and activities. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.

49.5 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.

49.6 Crediting of annual leave

A Teacher may have annual leave re-credited in accordance with the NES only during Non-term weeks as directed by the Employer.

## 50. Termination

50.1 Where the Employer wishes to terminate the employment of a Teacher during the minimum employment period pursuant to clause 11 or a Teacher wishes to resign during the minimum employment period, the period of notice is specified by clause 11.

50.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.

50.3 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.

50.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to clause 20.16 that the Teacher being replaced wishes to return from parental leave.

50.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1C (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

50.6 Subject to clause 11, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.

50.7 The notice period in this clause and in clause 11 do not apply where the Teacher is guilty of serious misconduct.

## **PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS**

### **51. Modes of Employment**

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

#### **51.1 Full-Time Employees**

51.1.1 The Employer may engage an Employee on a full-time basis in accordance with this Agreement.

#### **51.2 Part-Time Employee**

51.2.1 The Employer may employ an Employee on a part-time basis in accordance with this Agreement.

51.2.2 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.

#### **51.3 Variation of hours – part time staff**

51.3.1 The Employer will not vary the days and times of attendance of a part time employee by more than 25% of their allotment in any 12-month period unless:

51.3.2 The employee consents; or

51.3.3 If it can be demonstrated that such a variation is required as a result of a change in funding/curriculum/enrolment needs. In this case, 4 weeks' notice in writing shall be given by the school. In the absence of the required notice and provided that the change involves a drop in salary, the employee's salary will be maintained at its former level for the period of the notice not given.

51.3.4 In reaching the decision under clause 51.3.3 the School will consider the needs of the School and the personal circumstances of the employee, including but not limited to carer responsibilities and financial situation.

#### **51.4 Fixed Term Employee**

51.4.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation; or
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

51.4.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro-rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

51.4.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee in writing of:

- the reason for the fixed nature of the employment;

- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Employee being replaced.

51.4.4 Subject to clause 11, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 57.

51.4.5 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

### 51.5 Letter of Appointment

Upon engagement, the School will provide all Employees, excluding Casuals, with a letter of appointment.

51.5.1 The letter of appointment will state:

- (a) the date on which employment commences;
- (b) the date on which employment ceases (in the case of fixed term appointments);
- (c) commencing classification salary and mode of payment;
- (d) superannuation arrangements;
- (e) a position description of the job as at the commencement of employment;
- (f) the employment type, whether full time or part time.

51.5.2 A letter of service will be supplied by the Employer on request of the Employee.

### 51.6 Casual Employee

The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

51.6.1 A Casual Employee is entitled to the rate of pay specified in Schedule 2B. This rate of pay includes a loading in lieu of paid leave entitlements.

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

- (a) notice of termination of employment;
- (b) redundancy;
- (c) remuneration packaging;
- (d) annual leave;
- (e) leave loading;
- (f) paid personal/carer's leave;
- (g) paid compassionate leave;
- (h) paid parental leave;
- (i) accident make-up pay;



- (j) infectious diseases leave;
- (k) examination leave;
- (l) qualification conferral leave; and
- (m) tuition fee discount.

51.6.3 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

42.6.4 An Employer must not employ a Casual School Assistant, 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.

## **52. Classification and Salaries**

52.1 Schedule 2A sets out the classification structure for a School Assistant.

52.2 Schedule 2B sets out the salary for a School Assistant entitled to Non-term time.

52.3 To the extent necessary, the Employer and the Employee agree that the guarantee of the Basic Periodic Rate of Pay may be satisfied over a period of 12 months.

## **53. Hours of Work**

53.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.

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

53.3 Where a School Assistant is required to work additional hours, the School Assistant will be entitled to take time in lieu equivalent to the number of additional hours worked during the School Assistant's normal working hours by mutual agreement with the supervisor.

53.4 Where it is not possible for a School Assistant to take time in lieu within three months of accruing the time in lieu, the additional hours worked will be remunerated in accordance with the rates in Schedule 2B.

53.5 An Employee performing the duties of an Early Childhood Assistant under the general direction of an Early Childhood qualified Teacher in a kindergarten program, is entitled, in addition to the period children attend the kindergarten program, to 45 minutes to undertake support duties (e.g. preparation, pack up or other duties relating to their work with children) per week pro-rata.

53.6 An Employee performing the duties of an Early Childhood Assistant in a care based program, or as an Additional Assistant (Special Needs), is not entitled to any additional time to undertake support duties.

### **53.7 Rest Break**

53.7.1 At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.

53.7.2 Notwithstanding 53.7.1, an Employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

## 54 Meal Break

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

## 55. Non-Term Time

55.1 A School Assistant is not required or requested 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 School Assistant's role is defined by the Employer. Designated Staff Days are not included in Non-Attendance Time.

55.2 Non-Attendance Time is not a period of authorised leave for the purpose of the Act.

55.3 Where a School Assistant takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non-Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non-Attendance Time during the School Year will be calculated pursuant to the formula in 55.4.

55.4 If a School Assistant employment is terminated or a School Assistant resigns prior to the end of Term 4 in any School Year or a School Assistant is employed for part only of a School Year, the School Assistant 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:

$$\left[ \frac{\text{Total number of a School Assistant's Attendance Time (weeks)}}{\text{Total number Attendance Time (weeks)}} \times \text{Non-Attendance Time} \right] - \text{Non-Attendance Time weeks already taken}$$

## 56. Annual Leave

56.1 Annual Leave is in accordance with the NES (Division 6 of Part 2.2 of the Act), except where more favourable terms are provided in this Agreement.

56.2 This clause does not reproduce Division 6 of Part 2.2 of the Act in full.

56.3 A School Assistant is entitled to four weeks' annual leave for every 12 months of continuous service on a pro-rata and cumulative basis.

56.4 A School Assistant must take an amount of annual leave during the shutdown period following the end of Term 4. The shutdown period may differ for individual School Assistants, depending on work commitments and activities. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the School Assistant works.

56.5 A School Assistant and the Employer may agree in writing that the School Assistant performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.

### 56.6 Crediting of annual leave

A School Assistant may have annual leave re-credited in accordance with the NES only during Non-term weeks as directed by the Employer.

## 57. Termination

57.1 Where the Employer wishes to terminate the employment of a School Assistant during the minimum employment period pursuant to clause 11 or a School Assistant wishes to resign during a qualifying period, the period of notice is specified by clause 11.

57.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to Non-term time, notice is to be given wholly within the one school term.

57.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B that a School Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.

57.4 A School Assistant, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where a School Assistant is entitled to Non-term time, notice is to be given wholly within the one school term.

57.5 In addition to the period of notice specified in 57.2, a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.

57.6 The notice period in this clause and in clause 11 do not apply where the School Assistant is guilty of serious misconduct.

## **PART 5 – CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF**

### **58 Modes of employment**

58.1 An Employee will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

At the time of engagement, an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis and the Employee's classification.

#### **58.2 Full time employment**

A full-time Employee is an Employee engaged to work 37.5 hours per week.

#### **58.3 Part-time employment**

58.3.1 A part-time Employee is an employee engaged to work less than 37.5 hours per week or an average of less than 37.5 hours per week and/or for less than the full school year and who has reasonably predictable hours of work. A part-time Employee's entitlements will be calculated on a pro rata basis.

58.3.2 At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the school year the Employee will work and starting and finishing times each day.

58.3.3 The terms of the agreement in cl.58.3.1 may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

#### **58.4 Casual employment**

58.4.1 A casual Employee is an Employee engaged as such.

58.4.2 A casual Employee will be paid an hourly rate of 2/75th of the weekly rate for the Employee's classification, plus 25%.

58.4.3 A casual Employee will be engaged and paid for a minimum of two hours for each engagement.

58.4.4 A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.

58.4.5 A casual Employee is not entitled to any of the following benefits under this Agreement:

- (a) notice of termination of employment;
- (b) redundancy;
- (c) remuneration packaging;
- (d) annual leave;
- (e) leave loading;
- (f) paid personal/carer's leave;
- (g) paid compassionate leave;
- (h) paid parental leave
- (i) accident make-up pay
- (j) infectious diseases leave;



- (k) examination leave;
- (l) qualification conferral leave.; and
- (m) tuition fee discount.

## 59. Ordinary hours of work

59.1 Subject to this clause, a full-time Employee's ordinary hours of work will be a maximum of 37.5 per week. The ordinary hours of work may be averaged over a period of four weeks. The ordinary hours of work for a part-time or casual Employee will be in accordance with cl.58 – Modes of employment.

59.3 The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:

- (i) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:

- (a) Wellbeing and nursing services;

- (b) School administration services;

On any day from Monday to Friday between 6.00 am and 6.00 pm for School operational services

59.4 Provided that where a daily span of hours is specified, and there is mutual agreement between the Employer and the majority of Employees in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.

59.5 Reasonable additional hours

An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.

59.5.1 Where the Employee's hours are averaged:

- (a) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl.59.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
- (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

59.5.2 Where the Employee's hours are not averaged:

- (a) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.59.3, and do not result in the Employee working more than eight hours on that day; and
- (b) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.

59.5.3 Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.

59.5.4 Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

## **60 Breaks between periods of duty**

60.1 An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.

60.2 Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.

The entitlements in cl.60.1 and 60.2 do not apply to:

- (a) an Employee who is attending a school camp or excursion; or
- (b) an Employee working a broken shift.

## **61 Meal Breaks**

### **61.1 Meal break**

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

### **61.2 Rest break**

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

## **62. Shiftwork**

### **62.1 Ordinary hours for shiftwork**

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl.63

### **62.2 Definitions**

The following shift definitions apply:

- (a) day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.59.3;
- (b) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.59.3; and at or before midnight;
- (c) night shift is a shift which is not a day shift, and which finishes after midnight and at or before 6.00 am.

### **62.3 Broken shifts**

An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.

An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.

The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12-hour spread will be paid for as overtime.

### **63 Rostering**

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty rates as per cl 64.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on forty-eight hours' notice.
- (d) Notwithstanding cl.63(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

### **64 Penalty rates**

#### **64.1 Shiftwork**

Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.

#### **64.2 Saturday and Sunday work**

An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- (a) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- (b) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

64.3 The penalty rates within this clause and in cl. 65. Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

### **65. Overtime**

Time off instead of payment for overtime

65.1 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.



65.2 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 65.

65.3 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 65.3 must be made in the next pay period following the request.

An agreement under clause 65 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

65.4 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 65 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

65.5 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.

65.6 If the employee requests at any time, to be paid for overtime covered by an agreement under clause 65 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.

65.7 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 65.5, 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.

65.8 The employer must keep a copy of any agreement under clause 65 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 65 will apply, including the requirement for separate written agreements under clause 65.2 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).

65.9 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 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 65.

## **66 Leave without pay during non-term weeks**

### **66.1 Arrangements**

An Employee may be required to take leave without pay during non-term weeks, provided that:

- (i) the Employee's contract of employment specifies the arrangement in writing;
- (ii) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- (iii) if appropriate work is available for an Employee during any such period, the existing Employee may be offered such employment (whether on a full-time, part-time or casual basis). The Employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- (iv) appropriate work will mean such work as is available that is capable of being performed by the Employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

### **66.2 Calculating annual salary for an Employee on leave without pay during non-term weeks**

- (a) The formula in this subclause may be used to calculate an annual salary for an Employee whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.

- (b) The adjusted annual salary for an Employee is:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$$

Where:

**A** means the Employee's adjusted annual salary

**C** means the annual salary (as contained in Schedule 3B) for the Employee's classification

**Working weeks** means the number of weeks that the Employee is required to work

- (c) For the purpose of calculating any allowance or penalty for an Employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.
- (d) An employee may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause.

## **67. Annualised salaries**

67.1 The Employer may pay an Employee an annual salary in satisfaction of any or all of the following provisions of this Agreement:

- (a) Schedule 3B – General Staff Salaries;
- (b) Schedule 3C – General Staff Allowances;
- (c) cll.62, 64, 65 – Shift work, penalty rates; and overtime; and

(d) cl.59 - Annual leave loading.

Where an annual salary is paid the Employer must advise the Employee in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.

#### 67.2 Annual salary not to disadvantage Employees

- (a) The annual salary must be no less than the amount the Employee would have received under Schedule 3B – General Staff Salaries for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.
- (c) In relation to Clause 67, the School undertakes that if the reconciliation identifies that the employee would have been paid more under Schedule 3B during the relevant pay period, Korowa Anglican Girls' School will pay the employee the difference between the payment made to the employee and the payment that would have been made under Schedule 3C in the pay run immediately following the reconciliation.

### 68 Base rate of pay

For the purposes of the NES, the base rate of pay of an Employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in Schedule 3B – General Staff Salaries and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

### 69. Higher duties

69.1 The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification in an acting capacity.

69.2 Subject to cl 69.3 where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

69.3 Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

### 70. Allowances

70.1 Schedule 3C – General Staff Allowances specifies the allowances available under this Agreement.

### 71 Annual Leave

71.1 Annual leave is provided for in the NES. This clause supplements the NES provisions. Annual leave is four weeks plus any contracted additional leave.

71.2 Timing of annual leave

- (a) An Employee who works term weeks only must take annual leave during non-term weeks. Leave must generally be taken, in the case of an Employee whose employment with the Employer is continuing into the next school, in the four-week period immediately following the final term week of the current school or, unless otherwise agreed with the Employer.

- (b) The Employer may require an Employee to take their annual leave during non-term weeks.

### 71.3 Crediting of annual leave

The Employer may allow an Employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the employment of the Employee subsequently ceases, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Employee upon termination of employment.

### 71.4 Cashing out of annual leave

- (a) An Employee may make an application in writing to cash out accrued annual leave not more than once in any 12-month period.
- (b) The granting of the application is at the Employer's discretion, and is subject to:
- (c) the Employee's remaining accrued entitlement to paid annual leave must not be less than four weeks; and
- (d) the Employee being paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
- (e) the Employer's financial capacity to grant the application.

## 72 Salary

The Employer will pay an adult Employee not less than the salary specified for the Employee's classification in Schedule 3B – General Staff Salaries.

## 73 Termination

### 73.1 Notice of Termination by the Employer

73.1.1 The Employer shall give four weeks' notice in writing of the intention to terminate an Employee's employment (unless greater contracted terms apply) or full payment in lieu of notice will be given.

73.1.2 Where the Employee works term weeks only, such notice will be given wholly within the one school term.

73.1.3 In addition to the notice above, an Employee over 45 years of age at the time of giving the notice with not less than five years' continuous service is entitled to an additional week's notice.

### 73.2 Notice of termination by an Employee

The Employee is required to give four weeks' notice of termination in writing (unless other contracted terms apply). Where the Employee works term weeks only, such notice will be given wholly within the one school term.

### 73.3 Job search entitlement

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

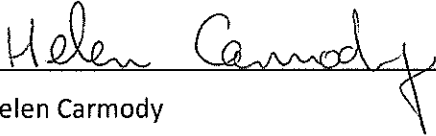


**DECLARATION**

This Agreement is made at Glen Iris VICTORIA on

29 day of March 2021.

Signed for and on behalf of Korowa Anglican Girls' School ABN 53 007 133 646

  
\_\_\_\_\_

Helen Carmody

Principal

Address: 10 – 16 Ranfurly Crescent, GLEN IRIS VIC 3146

In the presence of:

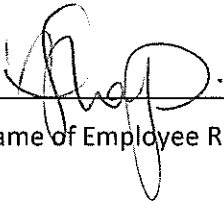
  
\_\_\_\_\_

Signature of Witness

SUSAN COATES

Name of Witness

On behalf of Employees employed by Korowa Anglican Girls' School


  
\_\_\_\_\_ KELLY SHARP

Name of Employee Representative

Address of Employee Representative

10-16 Ranfurly Crescent, Glen Iris - 3146

IN the presence of:

  
\_\_\_\_\_

Signature of Witness

Kim Reid

Name of Witness

## **SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)**

### **1A.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching**

1A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.2, progress to Level 10 in annual increments as of 1 February each year.

1A.1.2 A Teacher who has worked a full teaching year will progress to the next level regardless of FTE. A Teacher employed for 40 per cent or less of a full teaching load who has not worked a full teaching year will be required to complete 24 months' service before progressing to the next level.

### **1A.2 Permission to Teach Teachers with the Victorian Institute of Teaching**

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1A.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

**SCHEDULE 1B – SALARIES (TEACHERS)**

The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table. Note that all figures are per annum and include leave loading.

Level	Salary as at 01/02/20	Salary as at 01/02/21
1	\$73,953.58	\$75,062.88
2	\$75,895.35	\$77,033.78
3	\$79,232.54	\$80,421.03
4	\$82,568.64	\$83,807.17
5	\$85,904.73	\$87,193.30
6	\$89,240.83	\$90,579.44
7	\$92,576.92	\$93,965.58
8	\$95,915.21	\$97,353.93
9	\$101,177.78	\$102,695.45
10	\$112,221.97	\$113,905.30

**1B1.1 Weekly Salary**

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

**1B1.2 Casual Rate of Pay**

The rate of pay for a Casual Teacher will not be less than the Victorian Government CRT rate plus 5%:

**1B1.3 Camp Allowance**

All Korowa Staff will be paid a Camp Allowance of \$80 per night.

**1B1.4 Overseas Allowance**

All Korowa Staff will be paid an Overseas Allowance of \$80 per night, up to \$1000 limit per trip.



## SCHEDULE 1C – POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

### 1C.1 Eligibility

1C.1.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.

1C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

1C.1.3 The Principal determines the rate of pay applicable to specific positions of responsibility.

### 1C.2 Notification

1C.2.1 The Principal will provide written advice to a Teacher holding a position of responsibility as to the rate of pay of the position, its tenure and the duties required.

1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

### 1C.3 Structure and Rates of Pay for Positions of Responsibility

<b>Position of Responsibility Allowance</b>		
<b>As at 01/02/2020</b>		<b>As at 01/02/21</b>
Level 1	\$9,377.00	\$9,517.34
Level 2	\$7,672.00	\$7,787.12
Level 3	\$5,116.00	\$5,192.89

## **SCHEDULE 2A – CLASSIFICATION STRUCTURE (SCHOOL ASSISTANTS)**

Positions for School Assistants employed in libraries, laboratories, audio-visual duties and as Teacher Assistants will be classified in accordance with the following criteria.

Gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.

Upon engagement, an Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

An Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period as of 1 February each year.

### **Grade 1**

#### **Characteristics**

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

#### **Typical Roles and Duties**

The duties of positions at this level may include some or all of the following:

##### **Library Assistant**

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

##### **Laboratory Assistant**

Routine tasks including:

- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at Years 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

### **Classroom Assistant**

Provision of general assistance of a supportive nature for teaching staff as directed including:

- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities eg pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities

### **ELC Assistant**

- assist in the implementation of the daily routine
- have a good understanding of and participate when required in emergency procedures
- assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities
- attend to the physical, social and emotional needs of children on an individual and group basis
- achieve a warm and friendly relationship with children that is supportive and responsive to their needs
- assist in developing good relations with families attending the Centre
- work positively and appropriately with all staff and parents and the Employer in the provision of services

### **Food Studies Assistant**

- perform non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- Assist with the shopping for ingredients
- Organisation and preparation of ingredients
- Clean Food Studies area and undertake laundry

### **Art Assistant**

- simple maintenance of equipment and materials
- setting up less complex art activities such as are typically conducted at Years 7-10 general art
- preparation of teaching aids under direction
- operate a wide range of audio-visual or computer equipment
- provide technical support to teachers

## Grade 2

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

### Characteristics

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

### Typical Duties

In addition to some or all Grade 1 duties, the duties of positions at this level may include some or all of the following:

#### Library Technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organizing inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

#### Laboratory Technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing 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 Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

#### Teacher Assistant

- to have an understanding of and contribute to the development and implementation of the program planned for students
- implementing measures for proper storage and handling or disposal of dangerous or toxic substances
- ordering supplies and materials
- maintaining displays of students' work

### **ELC Assistant**

- complete routine tasks and activities without constant direction
- to have an understanding of and contribute to the development and implementation of the program planned for the children
- undertake general observation of children, and report findings to the ELC teacher as appropriate
- enhance the environment – displays and documentation
- assist in working with individuals and small groups of children, both spontaneous and organised
- encourage parents to participate in the program and the Centre's activities

### **Food Studies Technician**

- Orders and audits ingredients and supplies
- storing ingredients and keeping reduce wastage
- Preparation of ingredients for classes
- Assist teacher and students during classes
- Cleaning of Food Studies area, appliances, utensils, etc
- Undertake laundry and keep office area clear and clean
- Upkeep, maintenance and cleaning equipment
- Clean Food Studies area and remove perishables at end of Term

### **Art Assistant**

- Record materials by means of sound and photographic equipment, etc.
- Implement measures for proper storage control and handling or disposal of dangerous or toxic substances
- Order supplies and materials
- Provide technical support of teachers
- Prepare art supplies for classroom use

### **Grade 3**

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

#### **Characteristics**

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

#### **Typical Duties**

In addition to some duties specified for lower level positions, the duties of positions at this level may include some or all of the following:

### **Senior Library Technician/Librarian**

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (e.g. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and

### **Senior Laboratory Technician/Laboratory Manager**

Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organization of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

### **ELC Assistant**

- assist in the planning and implementation of developmentally appropriate programs
- foster play and cognitive development in children
- work with individual children and with both small and large groups of children
- undertake written observations of children as required
- liaise, under direction with parents around issues concerning their individual children and general Centre matters as required
- attend and actively participate in planning, audit and review meetings
- involvement in the co-curricular life of the school

### **Art Assistant**

- Provide assistance or guidance to other employees in the work area
- Provide technical assistance in the operation of the art area where some discretion and judgement are involved
- Assist in evaluating and selecting equipment and supplies
- Produce, displaying and/or publicising materials
- Teach audio-visual, computer and other technical skills to students and teachers
- Produce resource materials



- Assist students and employees to access information and to use equipment in the art area where some discretion and judgement are involved
- Assist with the supervision of students where some discretion and judgement are involved
- Provide technical assistance and advice, as requested
- Assist with the planning and organisation of the art area

#### **Grade 4**

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

**SCHEDULE 2B – SALARIES (SCHOOL ASSISTANTS)**

The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table. Note that all figures are per annum and include leave loading.

Level	Salary as at 01/02/20	Salary as at 01/02/21
TG1-1	\$43,764.81	\$44,421.28
TG1-2	\$45,043.30	\$45,718.95
TG1-3	\$46,321.79	\$47,016.62
TG1-4	\$47,600.28	\$48,314.29
TG1-5	\$48,879.86	\$49,613.06
TG1-6	\$50,158.35	\$50,910.73
TG1-7	\$51,436.85	\$52,208.40
TG2-1	\$51,436.85	\$52,208.40
TG2-2	\$52,745.93	\$53,537.12
TG2-3	\$54,283.40	\$55,097.65
TG2-4	\$55,365.20	\$56,195.68
TG2-5	\$56,687.40	\$57,537.71
TG2-6	\$57,997.58	\$58,867.54
TG3-1	\$57,997.58	\$58,867.54
TG3-2	\$59,564.55	\$60,458.02
TG3-3	\$61,162.12	\$62,079.55
TG3-4	\$62,743.29	\$63,684.44
TG3-5	\$64,309.17	\$65,273.81
TG3-6	\$65,899.09	\$66,887.57
TG4-1	\$62,743.29	\$63,684.44
TG4-2	\$64,309.17	\$65,273.81
TG4-3	\$65,899.09	\$66,887.57
TG4-4	\$67,546.92	\$68,560.12
TG4-5	\$69,235.18	\$70,273.71
TG4-6	\$70,966.06	\$72,030.55

## SCHEDULE 3A – CLASSIFICATION STRUCTURE (GENERAL STAFF)

### 3A.1 DEFINITIONS

#### 3A.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.

#### 3A.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.

**3A.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.

**3A.2 Classifications**

**3A.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) 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

**(ii) 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 trades personnel with manual duties
- 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
- 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

**3A.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) Wellbeing services grade 1**

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

**(ii) 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

**(iii) School operational services grade 2**

- 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

**3A2.3 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) School administration services grade 3**

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including word processing, maintaining email and computerised records
- 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

**(ii) 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, 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.
- Responsibility for the security and basic maintenance of school property

**(iii) Wellbeing Services grade 3**

- Support the health and wellbeing of students by administering first aid and supporting the Deputy Principal of Student Wellbeing

**3A.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) 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

**(ii) School operational services grade 4**

- 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

**3A.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) **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

(ii) **School operational services grade 5**

- Managing a range of functions

**3A.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) Nursing services grade 1**

- Providing primary nursing care with its associated administrative responsibilities

**(ii) 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

**(iii) School operational services grade 6**

- Managing a range of functions

**3A.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) 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

**3A.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) 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
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

**(ii) School operational services grade 8**

- Property Manager

**SCHEDULE 3B — SALARIES (GENERAL STAFF)****Annual rates of pay**

The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table. Note that all figures are per annum and include leave loading.

Classification level	Salary as at 01/02/2020	Salary as at 01/02/21
<b>Level 1</b>		
1.1	\$43,373.00	\$44,023.60
1.2	\$45,553.00	\$46,236.30
<b>Level 2</b>		
2.1	\$47,844.00	\$48,561.66
2.2	\$50,250.00	\$51,003.75
<b>Level 3</b>		
3.1	\$52,510.00	\$53,297.65
3.2	\$54,872.00	\$55,695.08
<b>Level 3A</b>		
3A.1	\$55,054.00	\$55,879.81
3A.2	\$58,519.00	\$59,396.79
<b>Level 4</b>		
4.1	\$60,117.00	\$61,018.76
4.2	\$62,822.00	\$63,764.33
<b>Level 4A</b>		
4A.1	\$61,867.00	\$62,795.01
4A.2	\$64,650.00	\$65,619.75
<b>Level 5</b>		
5.1	\$64,911.00	\$65,884.67
5.2	\$67,831.00	\$68,848.47
<b>Level 5A</b>		
5A.1	\$67,961.00	\$68,980.42
5A.2	\$71,018.00	\$72,083.27
<b>Level 6</b>		
6.1	\$71,011.00	\$72,076.17
6.2	\$72,044.00	\$73,124.66
<b>Level 7</b>		
7.1	\$79,481.00	\$80,673.22
7.2	\$83,056.00	\$84,301.84
<b>Level 8</b>		
8.1	\$94,114.00	\$95,525.71
8.2	\$94,347.00	\$95,762.21



## 3B.2 Classification descriptors

Type	Salary level	Typical roles, examples only (not all roles listed)
<b>Administration services</b>		
Level 1	1	data entry, junior
Level 2	2	reception, first aid officer, events assistant, marketing officer, IT Help Desk
Level 3	3	reception advanced, admin assistant, mid-level administration, finance officer, IT help desk senior, Sports coordinator, AV Technician
Level 4	4	senior administrator, PA, AV Technician
Level 5	5	EA/PA (senior level), Finance officer (mid level with CA /CPA qualifications)
Level 5A	5A	operational/budget manager
Level 6	6	senior finance (high level with CA /CPA qualifications), senior IT administrators
Level 7	7	senior finance (managerial responsibilities), Registrar
Level 8	8	Property Manager
<b>Operational services (property and cleaning)</b>		
Level 1	1	cleaner no qualifications , apprentice
Level 2	2	security/caretaker, maintenance officer, gardener
Level 3	3	tradesperson (qualified), maintenance officer, gardener
Level 3A	3A	tradesperson /Leading hand, cleaner
Level 4	4	advanced tradesperson / cleaning supervisor
Level 4A	4A	advanced tradesperson supervisor
Level 5	5	advanced tradesperson supervisor, Leading hand
Level 5A	5A	advanced tradesperson / leading hand property
Level 6	6	Maintenance supervisor
<b>Operational services (catering)</b>		
Level 1	1	kitchen hand
Level 2	2	kitchen hand & cash / non trade qualified cook, catering assistant
Level 3	3	advanced cook
Level 4	4	chef (average of 38 hours when student free days,
Level 5	5	Senior chef/catering manager
<b>Nursing services</b>		
Level 6	6	School Nurse

**3B.3** The typical roles as described within the table contained in Schedule 3B.2 are indicative.

**3B.4** The table contained in Schedule 3B.2 is to operate in conjunction with the work value descriptors contained within Schedule 3A – Classification Structure (General Staff).

**3B.5** Administration Services - Level 5A

An employee at this level performs work at a higher level above and beyond an employee at Level 5. Employees in this category will have operational and/ or capital budget responsibilities and will manage a discrete operational area and manage staff.

Operational Services - Grade 3A

An employee at this level performs work at a higher level above and beyond an employee at Level 3 and below an employee at Level 4. Employees in this category will have leading hand responsibilities.

Operational Services - Grade 4A

An employee at this level performs work at a higher level above and beyond an employee at Level 4 and below an employee at Level 5. Employees in this category will have responsibility for a sub section of property services eg. Grounds

Operational Services - Grade 5A

An employee at this level performs work at a higher level above and beyond an employee at Level 5 and below an employee at Level 6. Employees in this category will have will have leading hand responsibilities for the property services team.

**3B.6 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.

<b>Age</b>	<b>% of adult rate</b>
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



## **Schedule 3C — ALLOWANCES (General Staff)**

### **3C.1 Meal allowance**

Where an Employer requires an Employee:

to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.5 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

- (a) if an Employee could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, the Employer will pay a meal allowance of \$15.00 to the Employee,

### **3C.2 On-call and recall allowance**

#### **3C.2.1 On-call allowance**

An on-call allowance will be paid to an Employee, other than the Property Manager, who is required by an Employer to hold themselves available to be recalled to work. The Employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on call.

#### **3C.2.2 Recall allowance**

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

### **3C.3 Uniform/protective clothing allowance**

3C.3.1 Where an Employer requires an Employee to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the Employee's duties, the Employer will provide the uniform or protective clothing.

3C.3.2 Where an Employee is required to work in the rain they will be supplied with adequate rainproof clothing.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

**AG2021/4482**

Applicant:

Korowa Anglican Girls' School

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Helen Carmody, Principal have the authority given to me by Korowa Anglican Girls' School to give the following undertakings with respect to the Korowa Anglican Girls' School Agreement 2021 ("the Agreement"):

1. Clause 51.6 Give an undertaking to include a Casual School Assistant will be engaged for a minimum of 2 hours
2. Clause 51.6.2 Give an undertaking that Schedule 2B is the minimum rate and that casual loading of 25% will be applied for casual school assistant employees
3. Clause 65 Give an undertaking that overtime will be paid in accordance with Clause 21 of the Educational Services (Schools) General Staff Award 2020
4. Clause 67 Give an undertaking that the annual salary for an employee on an annualised salary will be in excess of the relevant level of Schedule 3B so as to not disadvantage employees
5. Clause 67 Give an undertaking that the School will apply the span of hours provided for in the Educational Services (Schools) General Staff Award 2020 with respect to the employees with an annualised salary

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



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Signature

23/04/2021

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Date