



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Kilmore International School Limited T/A The Kilmore International School
(AG2018/3899)

THE KILMORE INTERNATIONAL SCHOOL ENTERPRISE AGREEMENT 2018-2020

Educational services

COMMISSIONER MCKINNON

MELBOURNE, 28 NOVEMBER 2018

Application for approval of The Kilmore International School Enterprise Agreement 2018-2020.

[1] An application has been made for approval of an enterprise agreement known as *The Kilmore International School Enterprise Agreement 2018-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Kilmore International School Limited T/A The Kilmore International School. The Agreement is a single enterprise agreement.

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

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 December 2018. The nominal expiry date of the Agreement is 30 April 2021.



COMMISSIONER

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From: Melbourne Registry
Sent: Thursday, 13 September 2018 3:49 PM
To: Member Assist
Subject: AG2018/3899 - Application by The Kilmore International School Limited T/A The Kilmore International School [SEC=UNCLASSIFIED]
Attachments: 2018EAKilmore.pdf

Hi team,

Please find attached the agreement for **AG2018/3899 - Application by The Kilmore International School Limited T/A The Kilmore International School**.

The applicant lodged it at 15:09 on 12 September 2018 via our online lodgement system.

Kind regards

Yeon Lee
Client Services Representative
Fair Work Commission
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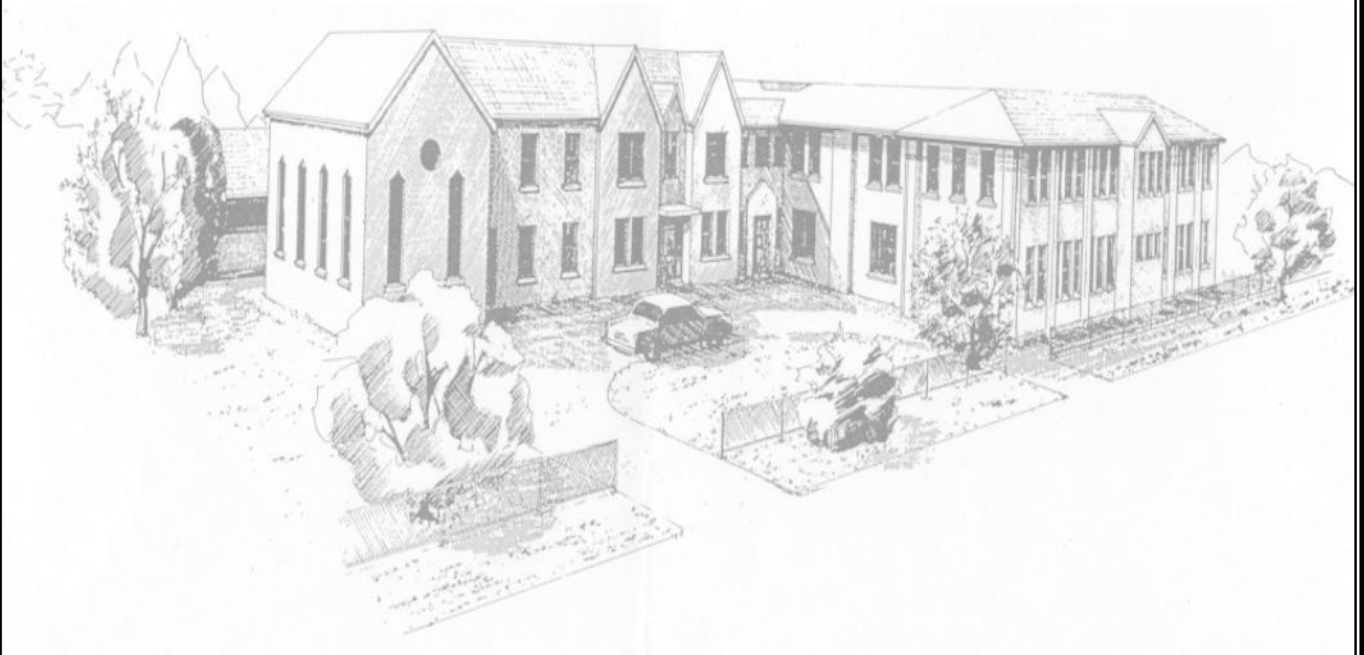
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THE KILMORE INTERNATIONAL SCHOOL



ENTERPRISE AGREEMENT

2018 - 2021



Expiry Date 30th April, 2021

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Part 1. Application and Operation

1. Title

This Agreement is to be known as The Kilmore International School Enterprise Agreement 2018 – 2020 (the ‘Agreement’) and is a Single Enterprise Agreement made pursuant to section 172 (2) of the Fair Work Act 2009 (Cth).

2. Commencement and period of operation

- 2.1. Where the Agreement passes the Better Off Overall Test (BOOT), the Agreement will be operative from seven (7) days after the date of approval by Fair Work Australia.
- 2.2. The nominal expiry date of the Agreement is 30th April 2021.

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)
Boarding supervision services	means a General Staff Member whose principal duties are to support the operation of The Kilmore International School’s boarding house in relation to the supervision of students
Classroom support services	means a General Staff Member whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
Continuous service	means service under an unbroken contract of employment and includes: <ul style="list-style-type: none"> • service during any period of part-time or full-time employment worked at The Kilmore International School, • any period during which the Staff Member is in receipt of accident pay whilst entitled to workers’ compensation payments, and

	<ul style="list-style-type: none"> any period during which paid leave is applicable <p>but does not include:</p> <ul style="list-style-type: none"> service during any period of casual employment (other than for the purposes of long service leave and parental leave as provided for under the NES), and any period of unpaid leave whether approved or otherwise, except at the discretion of The Kilmore International School
Curriculum/resources services	means a General Staff Member whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Five year trained Teacher	means a teacher who has completed a degree in education that requires four years of full-time study at an Australian university and in addition has completed a postgraduate degree at an Australian university requiring at least one year of full-time study, or the equivalent as determined by the National Office of Overseas Skills Recognition or the relevant State or Territory teacher registration authority
Four year trained teacher	means a teacher who has completed a degree in education that requires four years of full-time study at an Australian university, or the equivalent as determined by the National Office of Overseas Skills Recognition or the relevant State or Territory teacher registration authority
FWC	means the Fair Work Commission or its successor
General Staff Member	means a Staff Member other than a Teacher who is covered by this Agreement
Immediate family	means <ul style="list-style-type: none"> a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Staff Member

	<ul style="list-style-type: none"> • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Staff Member <p>where</p> <p>a. a de facto partner means a person who, although not legally married to the Staff Member, lives with the Staff Member in a relationship as a couple on a genuine domestic basis (whether the Staff Member and the person are of the same sex or different sexes), and</p> <p>b. a child means an adopted child, a step child or an ex-nuptial child of the Staff Member or of the Staff Member's spouse or de facto partner</p>
LSL Act	means the <i>Long Service Leave Act 1992 (Vic)</i> or its successor(s)
NES	means the National Employment Standards as contained in Part 2-2 of the Act
Non-term week	means weeks in the School Year other than term weeks and include periods designated as school holidays for students
Nursing services	means a General Staff Member who is a registered nurse in Victoria and is employed as such
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3A of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> and is engaged to undertake the duties of a Teacher, which includes the delivery of The Kilmore International School's educational program and the assessment of student participation in the educational program
Principal	means the Principal of The Kilmore International School or his or her nominee
Positions of Responsibility	Means positions that qualify for an allowance under Schedule B.1 of this Agreement.
Registered Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia

Staff Member	means a person covered by this Agreement
School administration services	means a General Staff Member whose principal duties are in the functional areas of The Kilmore International 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 operational services	means a General Staff Member whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> i. construction, plumbing, carpentry, painting and other trades; ii. cleaning, maintenance, school facility management; iii. security, caretaking; iv. gardening, turf management; v. retailing: canteens, uniform shops, book shops; vi. cooking/catering, housekeeping, laundry; and vii. bus driving and vehicle maintenance.
School Year	means the period of twelve (12) months commencing from the day the Staff Members are required to attend The Kilmore International School for the new educational year or the calendar year, as determined by The Kilmore International School, and includes Term weeks and Non-term weeks
Superannuation legislation	means the <i>Superannuation Guarantee (Administration) Act 1992 (Cth)</i> , the <i>Superannuation Guarantee Charge Act 1992 (Cth)</i> , the <i>Superannuation Industry (Supervision) Act 1993 (Cth)</i> and the <i>Superannuation (Resolution of Complaints) Act 1993 (Cth)</i> or their successor(s)
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic.)</i> and is employed to teach students in Years 3 to 12 of The Kilmore International School. This definition includes a qualified Teacher Librarian

	and a Permission to Teach Teacher unless otherwise specified but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Term weeks	means the weeks in the School Year that students are required to attend The Kilmore International School and designated student-free days as set out in the school calendar
The Kilmore International School	means The Kilmore International School Limited ABN 21 083 505 131
TKIS	means The Kilmore International School Limited ABN 21 083 505 131
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor(s)
Wellbeing services	means a General Staff Member whose principal duties are to support the health and wellbeing of students, and Staff Members, where appropriate. This may include counsellors and therapists.

4. Coverage

4.1. This Agreement covers:

- (a) The Kilmore International School;
- (b) Teachers, including Permission to Teach Teachers; and
- (c) General Staff Members.

4.2. This Agreement does not cover:

- (a) the Principal;
- (b) the Deputy Principal, Chief Executive Officer, the Business Manager; or
- (c) Instructional services employees (instrumental music tutors and sports coaches)
- (d) Trainees
- (e) Apprentices
- (f) Staff Members on a supported wage system

5. Relationship to Awards

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

6. No extra claims

The Kilmore International School and Staff Members agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by The Kilmore International School and the Staff Members, and that no further claims will be made during the period of operation of this Agreement set out in Clause 2.

7. The National Employment Standards

- 7.1. The NES as contained in Part 2-2 of the Act are the minimum entitlements to which a Staff Member covered by this Agreement is entitled. This Agreement provides ancillary or supplementary terms in respect of the NES. The NES will be made available to all Staff Members.
- 7.2. This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

8. Agreement flexibility

- 8.1. The Kilmore International School and a Staff Member covered by this 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 Kilmore International School and the Staff Member in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by The Kilmore International School and the Staff Member. An agreement under this clause can only be entered into after the individual Staff Member has commenced employment with The Kilmore International School.
- 8.2. The Kilmore International School must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Staff Member being better off overall than the Staff Member would be if no arrangement was made.

- 8.3. The Kilmore International School must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of The Kilmore International School and the Staff Member; and
 - (c) is signed by The Kilmore International School and the Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Staff Member 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.
- 8.4. The Kilmore International School must give the Staff Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5. The Kilmore International School or the Staff Member 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 Kilmore International School and the Staff Member agree in writing — at any time

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either The Kilmore International School or the Staff Member, giving written notice of not more than 28 days (see s.145 of the Act).

Part 2. Consultation and Dispute Resolution

9. Consultation

9.1. This clause applies if The Kilmore International School:

- (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 Staff Members; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Staff Members.

In this clause: relevant Staff Member(s) means the Staff Member(s) who may be affected by a change referred to in clause 9.1(a) or (b).

Consultation regarding major workplace change

9.2. For a major change referred to in clause 9.1(a):

- (a) The Kilmore International School must notify the relevant Staff Members of the decision to introduce the major change; and
- (b) clauses 9.3 to 9.9 apply.

9.3. The relevant Staff Members may appoint a representative for the purposes of the procedures in this clause.

9.4. If:

- (a) a relevant Staff Member appoints, or relevant Staff Members appoint, a representative for the purposes of consultation; and
- (b) the Staff Member(s) advise The Kilmore International School of the identity of the representative;
- (c) The Kilmore International School must recognise the representative.

9.5. As soon as practicable after making its decision, The Kilmore International School must:

- (a) discuss with the relevant Staff Member(s) and their representatives, if any:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Staff Member(s); and
 - (iii) measures The Kilmore International School is taking to avert or mitigate the adverse effect of the change on the Staff Member(s); and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Staff Member(s) and their representatives:
 - (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 Staff Member(s); and
 - (iii) any other matters likely to affect the Staff Member(s).

- 9.6. However, The Kilmore International School is not required to disclose confidential or commercially sensitive information to the relevant Staff Member(s).
- 9.7. The Kilmore International School must give prompt and genuine consideration to matters raised about the major change by the relevant Staff Member(s) and their representatives.
- 9.8. 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 Kilmore International School, the requirements set out in clauses 9.2(a), 9.3, and 9.5 are taken not to apply.
- 9.9. In this clause, a major change is likely to have a significant effect on Staff Member(s) if it results in:
- (a) the termination of the employment of Staff Member(s); or
 - (b) major change to the composition, operation or size of The Kilmore International School's workforce or to the skills required of Staff Member(s); or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the significant alteration of hours of work; or
 - (e) the need to retrain Staff Member(s); or
 - (f) the need to relocate Staff Member(s) to another workplace; or
 - (g) the restructuring of jobs.

Consultation about change to regular roster or hours of work

- 9.10. For a change referred to in clause 9.1(b):
- (a) The Kilmore International School must notify the Relevant Staff Member(s) of the proposed change; and
 - (b) clauses 9.11 to 9.15 apply.
- 9.11. The relevant Staff Members(s) may appoint a representative for the purposes of the procedures in this clause.
- 9.12. If:
- (a) a relevant Staff Member appoints, or relevant Staff Members appoint, a representative for the purposes of consultation, and
 - (b) the Staff Member or Staff Members advise The Kilmore International School of the identity of the representative,

The Kilmore International School must recognise the representative.

- 9.13. The Kilmore International School must:
- (a) discuss with the relevant Staff Member(s) the introduction of the change; and

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

9.14. However, The Kilmore International School is not required to disclose confidential or commercially sensitive information to the relevant Staff Member(s).

9.15. The Kilmore International School must give consideration to matters raised about the change by the relevant Staff Member(s)

9.16. For the purposes of clauses 9.11 to 9.15, The Kilmore International 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,

is not a regular roster.

9.17. However, where a change to The Kilmore International School's educational timetable directly results in a change:

- (a) to the number of ordinary hours of work of a Staff Member, or
- (b) to the spread of hours over which the Staff Member's ordinary hours are required to be worked, or
- (c) to the days over which the Staff Member is required to work,

clauses 9.11 to 9.15 will apply.

10. Dispute resolution

10.1. In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Staff Member or Staff Members concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Staff Member or Staff Members concerned and senior staff members as appropriate.

10.2. If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to FWC.

10.3. The FWC may deal with the dispute in two (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) in relation to the NES, arbitrate the dispute, or

(ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and

make a determination that is binding on the parties.

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

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

10.4. The Kilmore International School or a Staff Member may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

10.5. While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, a Staff Member must not unreasonably fail to comply with a direction by The Kilmore International School to perform work, whether at the same or another workplace that is safe and appropriate for the Staff Member to perform.

Part 3. Conditions for all Staff Members

11. Salaries

- 11.1. The Kilmore International School will pay an adult Staff Member not less than the rate of pay specified in the relevant Schedule for the Staff Member's position and classification.
- 11.2. Schedule A specifies the rates of pay for Teachers.
- 11.3. Schedule D specifies the rates of pay for General Staff Members.
- 11.4. The rates of pay in Schedule A and Schedule D become operative from the first full pay period commencing on or after the dates specified on the tables, following the approval by the FWC of this Agreement.
- 11.5. These salary increases represent the minimum provided by The Kilmore International School during the term of this Agreement.
- 11.6. Salary will be paid by credit transfer to the Staff Member's nominated financial institution account on a fortnightly basis.

12. Remuneration packaging

- 12.1. Staff Members have access to remuneration packaging once written acceptance of the total remuneration on offer has been received.
- 12.2. The Kilmore International School facilitates remuneration packaging on the understanding that:
 - (a) Any and all costs associated with assessing and accessing such remuneration packaging options will be met by the Staff Member and deducted from the total remuneration on offer;
 - (b) There are no additional costs to The Kilmore International School; and
 - (c) The options for remuneration packaging are limited to school fees, superannuation, novated lease vehicles and laptop computers;
 - (d) All benefits are in line with any applicable legislation and Australian Taxation Office rulings and any subsequent amendments to these; and
 - (e) A subsidiary agreement reflecting those selected options and varying the Staff Member's conditions of employment accordingly is made in writing and provided to The Kilmore International School.

13. Minimum employment period

- 13.1. A Staff Member's employment is contingent upon the satisfactory completion of a six month minimum employment period.

- 13.2. If The Kilmore International School is to terminate the employment of a Staff Member during the minimum employment period, The Kilmore International School does not need to comply with any due process, unsatisfactory performance or conduct management policies or procedures in place from time to time.
- 13.3. The Staff Member is entitled to notice of termination in accordance with:
- (a) Clause 39- Termination of employment for Teachers; or
 - (b) Clause 45- Termination of employment for General Staff Members.
- 13.4. If the Staff Member is to resign within the six month minimum employment period, then the Staff Member is required to give the same notice required of The Kilmore International School in clause 13.3 above.

14. Annual leave

- 14.1. Annual leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 14.2. Annual leave loading
- (a) Full-time and part-time Staff Members who have served throughout the year are entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will be paid with the first salary payment in December of that School Year at the rate applicable on 1 December of that School Year or at the time of termination should employment terminate prior to 1 December.
 - (b) Where a staff member eligible under clause 14.2(a) to receive Annual Leave Loading has not worked for the entire year, a pro-rata payment will be made.
- 14.3. Teachers
- Annual leave is deemed to be taken progressively during the Non-term weeks of the School Year in which it is accrued, unless otherwise agreed with The Kilmore International School.
- 14.4. General Staff
- (a) A General Staff Member, who works Term weeks only, must take annual leave during Non-term weeks. Leave must generally be taken, in the case of a General Staff Member whose employment with The Kilmore International School is continuing into the next School Year, in the four-week period immediately following the final term week of the current school year, unless otherwise agreed with the Employer.
 - (b) The Kilmore International School may require a General Staff Member, other than a General Staff Member who works term weeks only, to take their annual leave during Non-term weeks.

(c)

14.5. Cashing out annual leave

- (a) A General Staff Member 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 Kilmore International School's discretion, and is subject to:
 - (i) General Staff Member retaining an accrued entitlement to paid annual leave of not less than four weeks after the cashing out of any leave; and
 - (ii) the General Staff Member being paid at least the full amount that would have been payable to the General Staff Member had the General Staff Member taken the leave; and
 - (iii) The Kilmore International School's financial capacity to grant the application.

14.6. Excessive leave accruals, General Staff: direction by The Kilmore International School that leave be taken

- (a) Subject to the conditions of clause 14.6 (b) a General Staff Member who has accrued greater than 7 weeks of annual leave may be directed to reduce their leave balance by taking one or more periods of annual leave.
- (b) A direction by The Kilmore International School under paragraph (a):
 - (i) is of no effect if it would result at any time in the General Staff Member's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 14.6 or 14.7 or otherwise agreed by The Kilmore International School and the General Staff Member) are taken into account; and
 - (ii) must not require the General Staff Member to take any period of paid annual leave of less than one week; and
 - (iii) must not require the General Staff Member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by The Kilmore International School and the General Staff Member.
- (c) The General Staff Member must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) A General Staff Member to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 14.7(b) (i).

Note 2: Under section 88(2) of the Fair Work Act, The Kilmore International School must not unreasonably refuse to agree to a request by the General Staff Member to take paid annual leave.

14.7. Excessive leave accruals, General Staff: request by a General Staff Member for leave

- (a) If a General Staff Member has genuinely tried to reach agreement with The Kilmore International School under clause 14.6(b) but agreement is not reached (including because The Kilmore International School refuses to confer), the General Staff Member may give a written notice to The Kilmore International School requesting to take one or more periods of paid annual leave.
- (b) However, the General Staff Member may only give a notice to The Kilmore International School under paragraph (a) if:
 - (i) the General Staff Member has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the General Staff Member has not been given a direction under clause 14.7(a) that, when any other paid annual leave arrangements (whether made under clause 14.6 or 14.7 or otherwise agreed by The Kilmore International School and the General Staff Member) are taken into account, would eliminate the General Staff Member's excessive leave accrual.
- (c) A notice given by the General Staff Member under paragraph (a) must not:
 - (i) if granted, result in the General Staff Member's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 14.6 or 14.7+ or otherwise agreed by The Kilmore International School and the General Staff Member) are taken into account; or
 - (ii) provide for the General Staff Member to take any period of paid annual leave of less than one week; or
 - (iii) provide for the staff member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by The Kilmore International School and the General Staff Member.
- (d) The General Staff Member is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The Kilmore International School must grant paid annual leave requested by a notice under paragraph (a).

15. Personal/carer's leave

- 15.1. Personal/carer's/family violence leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2. A Staff Member other than a casual Staff Member is entitled to paid personal/carer's leave.
- 15.3. A Staff Member is not to take personal/carer's leave for any period in respect of which the Staff Member is entitled to workers compensation.

- 15.4. Where applicable, if a public holiday occurs during personal/carer's leave then such public holiday will not be counted as personal/carer's leave.
- 15.5. The personal/carer's leave entitlement for a full-time Staff Member equates to:
- (a) Teachers
 - (i) fifteen (15) days per year of service
 - (b) General Staff Members who were employed prior to 1 January 2010 and whose employment was pursuant to the Victorian Independent Schools – School Assistants – Award 1998
 - (i) fifteen (15) days per year of service
 - (c) General Staff Members (other than those General Staff Members covered by clause 15.5(b))
 - (i) For service prior to the signing of this agreement, ten (10) days per year of service
 - (ii) For service after the signing of this agreement, fifteen (15) days per year of service
- 15.6. A Part Time Staff Member is entitled to paid personal/carer's leave on a pro rata basis based on their rostered hours of work.
- 15.7. Personal/carer's leave accrues progressively during a year of service according to the Staff Member's ordinary hours of work.
- 15.8. Where a full-time Staff Member entitled to leave pursuant to clause 15.5 has a need for personal/carer's leave that exceeds the Staff Member's accrued entitlement at the time that leave is needed, the Staff Member is entitled to be paid personal/carer's leave in advance of accrual as follows:
- (a) six (6) days during the first term worked, and thereafter, an additional three (3) days during at the commencement of each subsequent school term, if in the first year of service with The Kilmore International School, or
 - (b) up to the annual entitlement of fifteen (15) days, if in the second or subsequent year of service,
- provided that the notice and evidentiary requirements are met. Where the Staff Member's employment terminates prior to the accrual of paid personal/carer's leave taken in advance of the entitlement, the days of paid personal leave taken in advance of entitlement will be offset against the Staff Member's final payment.
- 15.9. A Staff Member must notify The Kilmore International School of the Staff Member's absence as soon as reasonably practicable. The notice must be to the effect that the Staff Member requires the leave because of a personal illness or injury or to provide care or support to a member of the Staff Member's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

15.10. Personal leave

Paid personal leave is taken by the Staff Member because of a personal illness or injury.

15.11. A Staff Member is entitled to personal leave subject to the following:

- (a) The Kilmore International School may request that the Staff Member produces a medical certificate from a Registered Medical Practitioner or statutory declaration to The Kilmore International School for any absence of more than two (2) consecutive days; and
- (b) The Kilmore International School may request that the Staff Member produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to The Kilmore International School where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one School year; and
- (c) the Staff Member is required to provide a medical certificate from a Registered Medical Practitioner or statutory declaration to The Kilmore International School for any absence continuous with a public holiday to which the Staff Member is entitled, or continuous with the first or last day of a term (where the Staff Member works term weeks only) which would not otherwise require the production of a medical certificate or a statutory declaration.

15.12. Carer's leave

Paid carer's leave is taken by the Staff Member to provide care or support to a member of the Staff Member's Immediate Family or a member of the Staff Member's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member of the Staff Member's Immediate Family or household.

- (a) A Staff Member is entitled to carer's leave provided that the Staff Member produces, if required by The Kilmore International School, a medical certificate from a Registered Medical Practitioner or statutory declaration to The Kilmore International School stating the person concerned was affected by an illness, injury or unexpected emergency and that the illness, injury or unexpected emergency is such as to require care by another. In the case of an unexpected emergency, sufficient information must be provided to verify the unexpected emergency.
- (b) Where the Staff Member has exhausted the paid personal leave entitlement, the Staff Member may take up to two (2) 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 Kilmore International School and the Staff Member.
- (c) A casual Staff Member may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by The Kilmore International School and the Staff Member.

16. Family violence leave

16.1. Definitions

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

Family member means

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

Note: For this clause, a spouse or de facto partner includes a former spouse or a former de facto partner.

Sensitive personal information means information that identifies the employee and discloses the employee's experience of being subjected to family violence.

16.2. Leave entitlement

- (a) A full-time employee, who is subject to an act or acts of family violence, is entitled to five days of paid family violence leave in a school year.
- (b) A part-time employee is entitled to pro rata of five days' paid family violence leave in accordance with the employee's time fraction.

16.3. Family violence leave may be taken as:

- (a) a continuous period
- (b) a single period of one day
- (c) any separate period/s of less than one day which the employer and employee agree.

16.4. Family violence leave is not cumulative from year to year.

16.5. Purpose of leave

Family violence leave is for:

- (a) meeting with police to report on an incident of family violence (including any required ongoing attendance with police)
- (b) attending legal proceedings, counselling, appointments with medical, financial or legal professionals
- (c) attending a support service providing support to persons experiencing family violence

- (d) relocation or the making of other safety arrangements
- (e) other activities reasonably associated with the experience of family violence.

16.6. Notice and evidentiary requirements

An employee must give notice to the Principal, or the Principal's delegate, of the taking of leave under this clause.

16.7. The notice:

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

16.8. The employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 16.5. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), a family violence support service or a lawyer, or the employee may provide a statutory declaration.

16.9. The employer will not place the documentary evidence provided under clause 16.8 on the employee's file, unless expressly permitted by the employee. Instead, the employer may place a note on the employee's file confirming:

- (a) (a) the dates that family violence leave was taken; and
- (b) (b) that documentary evidence was sighted by the employer.

16.10. Sensitive personal information provided by the employee to the employer concerning family violence will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and/or safety of any individual.

17. Compassionate leave

17.1. Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

17.2. A Staff Member may take:

- (a) up to three (3) days' paid leave per occasion when a member of the Staff Member's Immediate family or household dies; or
- (b) up to two (2) days' paid leave per occasion when a member of the Staff Member's Immediate family or household contracts or develops a personal injury or illness that poses a serious threat to life.

17.3. Compassionate leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by The Kilmore International School and the Staff Member.

- 17.4. The Staff Member is entitled to compassionate leave if the Staff Member gives The Kilmore International School any evidence that The Kilmore International School reasonably requires of the illness, injury or death.

18. Community service leave

- 18.1. Community service leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 18.2. A Staff Member is entitled to be absent from employment to engage in an eligible community service activity, which includes jury service and emergency management activity.
- 18.3. The definitions, entitlements and notice and evidence requirements applying to community service leave are prescribed by the NES.
- 18.4. Payment for jury service
- (a) A Staff Member, including a casual Staff Member, is entitled to payment at their ordinary rate of pay for an absence due to jury service. The Staff Member will be paid for all days of jury service.
 - (b) The Staff member must provide written proof of the requirement to attend jury service and an estimate of the duration of such service.
 - (c) The Staff Member authorises The Kilmore International School to deduct the amount of money paid to the Staff Member for jury service by the Court Authorities. This deduction will occur in the first pay period following the conclusion of jury service.
 - (d) In this clause ordinary rate of pay means the amount the Staff Member would reasonably expect to have received from The Kilmore International School as earnings for that period had he or she not been performing jury service.

19. Public holidays

- 19.1. Public holidays are provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 19.2. Payment for work on a public holiday
- A General Staff Member required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless The Kilmore International School and the General Staff Member have agreed to the General Staff Member taking a day off instead of payment in which case the General Staff Member will be paid at the ordinary time rate for work on the public holiday.
- 19.3. Substitution of public holidays
- (a) By agreement between The Kilmore International School and either the majority of Staff Members or an individual Staff Member an alternative day may be taken as a public holiday in lieu of any of the days specified by the NES.

- (b) The agreement will be recorded in writing and made available to the affected Staff Member/s.
- (c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

20. Long service leave

20.1. Long service leave is provided by the NES or the Long Service Leave Act 1992 (Vic) (or successor), as appropriate, except where this Agreement provides ancillary or supplementary terms.

20.2. A staff member is entitled to long service leave on ordinary pay in respect of continuous employment with The Kilmore International School as detailed under Clause 20.

20.3. Preservation of existing entitlements

At the signing of this agreement, all staff will have their existing Long Service Leave accrual verified according to their entitlement under The Kilmore International School Enterprise Agreement 2015 – 2017 less any deduction for Long Service Leave taken.

20.4. Entitlement under this agreement

From the date of the signing of this agreement all staff are entitled to –

- (a) 13 weeks' long service leave on ordinary pay on completing 10 years' continuous employment with The Kilmore International School.
- (b) 6 1/2 weeks' (i.e. 45 calendar days) long service leave on completing each period of five years of continuous employment after the first 10 years of continuous employment with The Kilmore International School.
- (c) An entitlement to access long service leave after 7 years of continuous employment, subject to the application to take long service leave being approved by the Principal

20.5. Long Service Leave on termination of employment

- (a) A staff member who has completed at least 7 years of continuous employment with The Kilmore International School and whose employment is terminated is entitled to such amount of long service leave as equals to the proportion of their employment duration and the entitlement as listed in Clauses 20.4 (a) or 20.4 (b) as applicable.
- (b) If a staff member who is entitled to any amount of long service leave dies before or while taking long service leave, then The Kilmore International School will pay an amount equal to the ordinary pay that would have been payable to the staff member in respect of the period of long service not taken to the staff member's personal representative.

- (c) Where a staff member who completed at least 7 years of continuous employment with The Kilmore International School dies while still in continuous employment of The Kilmore International School, The Kilmore International School (in addition to any sum payable under 20.5(b) will pay to the staff member's personal representative in respect of any period of such continuous employment such amount of long service leave as equals to the proportion of their employment duration (less any long service leave already taken) and the entitlement as listed in Clauses 20.4 (a) or 20.4 (b) as applicable.

20.6. Payment in lieu

- (a) Except as provided in clause 20.5, The Kilmore International School will not make payment in lieu of any long service leave or part thereof to a staff member or the staff member's personal representative.
- (b) Except as provided in clause 20.5, a staff member or a staff member's personal representative will not accept payment in lieu of any long service leave or part thereof.

20.7. Illness on long service leave

- (a) Subject to the production of a supporting medical certificate, a staff member who becomes ill whilst on long service leave is entitled to have the period of illness treated as sick leave but only to the extent that the staff member is entitled to sick leave.
- (b) Subject to 20.7(a) the staff member's long service leave will be extended by the period of illness.
 - (i) An exception to 20.7(b) is that The Kilmore International School and a staff member may agree that the staff member will return from long service leave as planned with the period of illness increasing the staff member's accrued long service leave entitlement.
- (c) The Kilmore International School may require a staff member who claims sick leave whilst on long service leave to be examined by a legally qualified medical practitioner of The Kilmore International School's choice, provided the practitioner is reasonably accessible to the staff member.

20.8. Mode of employment and payment in relation to Long Service Leave

- (a) A Staff Member whose service has been
 - (i) all full-time or
 - (ii) all at the same part-time fractionis paid during long service leave at the staff member's normal ordinary time salary.
- (b) An Employee, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service. No employee will be disadvantaged by this clause when compared with the applicable pre-modern award or the Long Service Leave Act 1992 (Vic) (or successor), as appropriate.

20.9. Taking of Long Service Leave.

The timing of taking of long service leave will be negotiated between the Principal and the Staff Member for mutual advantage but will ordinarily be taken within two years of the entitlement falling due following ten years of employment.

20.10. A Staff Member is requested to provide 12 months' notice of intention to take Long Service Leave to assist with planning and timetabling.

20.11. In consultation about the timing of such leave, TKIS agrees to take into account the individual Staff Member's needs, in so far as they are compatible with TKIS's operational needs.

20.12. It is preferred that the period of long service leave will not be for less than a full term.

20.13. Where a Staff Member has accrued 16 weeks' or more of Long Service Leave

- (i) the Staff Member will be required to take the equivalent of a full term's leave within the next 2 years; and
- (ii) the School will provide 12 months' notice of the requirement to take Long Service Leave.

21. Parental leave

21.1. Parental leave, which includes birth-related leave, adoption-related and concurrent leave, is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

21.2. A Staff Member replacing a Staff Member granted parental leave will be entitled to not less than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Staff Member is employed.

21.3. Australian Government's Paid Parental Leave Scheme

The Australian Government's Paid Parental Leave scheme (PPL Scheme) currently pays eligible employees an amount calculated over a limited period at the National Minimum Wage. In order to support the Employee and their family, the Employer will pay eligible Employees a parental allowance.

21.4. Parental allowance

- (a) The Employer will pay an Employee who has at least 12 months of continuous service with the Employer as at the date of proceeding on parental leave under the NES and who is in receipt of payment under the PPL Scheme to be the primary care giver of the child a parental allowance, calculated as:
 - (i) Employee's ordinary weekly earnings less the weekly amount paid under the current (or future) PPL Scheme

provided the leave is taken within the first 18 weeks of the date of the birth or placement of the child.

- (b) The Employer will pay an Employee who has at least 12 months of continuous service with the Employer as at the date of proceeding on “Dad and Partner” leave under the PPL Scheme a parental allowance, calculated as:
 - (i) Employee’s ordinary weekly rate of pay less the weekly amount paid under the current (or future) PPL Scheme

provided the leave is taken within the first three months of the birth or placement of the child.

- (c) To avoid any doubt, an Employee is not entitled to be paid the parental allowance for any period unless he or she is entitled to unpaid parental leave in accordance with the NES and in receipt of the payment under the PPL Scheme.
- (d) To avoid any doubt, an Employee who is employed on a casual or fixed term basis is not entitled to be paid the parental allowance.
- (e) In order to be entitled to a second or subsequent payment of the parental allowance, the Employee must return to work at the School after the period of preceding parental leave for a period of at least 12 months.
- (f) The leave is associated with:
 - (i) The birth of a child of the employee or employee’s spouse or de-facto partner; or
 - (ii) The placement of a child with the employee for adoption.
 - (iii) The employee has or will have a responsibility for the care of the child.

21.5. To be entitled to parental leave the employee must have completed at least 12 months continuous service with TKIS prior to:

- (a) the date of birth or expected date of birth; or
- (b) day of placement or expected day of placement of the child.

21.6. Other entitlements

- (a) No superannuation will be paid in respect of this parental allowance.
- (b) The Employee will not accrue any entitlement to payment for non-term weeks (inclusive of annual leave) or personal/carer’s leave under this Agreement as a result of being paid the parental allowance, as the PPL Scheme does not count as continuous service.

22. Christmas Close Down

22.1. This clause will only apply to School Administrative and Operational Services General Staff Members who, but for this clause, would ordinarily work between Christmas Day and New Years’ Day.

22.2. The Kilmore International School will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year’s Day.

- 22.3. General staff members eligible under clause 22.1 will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where a staff member is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay).
- 22.4. There will be no deduction from annual or personal/carer leave credits for the closedown days.
- 22.5. Any decision to re-open The Kilmore International School during the Christmas/New Year period shall be wholly at the discretion of the Principal.
- 22.6. Staff Members who are re-called during this period will be entitled to time off in lieu at ordinary time.

23. Leave without pay

- 23.1. A Staff Member may apply for leave without pay which may be granted at the discretion of the Principal. The Staff Member agrees that entitlements under this Agreement do not accrue during any period of leave without pay unless explicitly stated in the NES.

24. Infectious diseases leave

A Staff Member who is suffering from one of the infectious diseases will be granted special leave without deduction of pay, provided The Kilmore International School is satisfied on medical advice that the Staff Member has contracted the disease through a contact at the School and the disease is evident in the School:

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

25. Pre-Retirement Contract

- 25.1. Staff in full-time or part-time continuing employment may elect to apply to reduce their time commitment under a pre-retirement contract to a fraction of not less than 0.3 and not more than 0.8 of full-time, when they are within three years or less of being eligible to receive a retirement benefit from their superannuation scheme.

- 25.2. Eligible staff members will transfer to a fixed-term pre-retirement contract, with The Kilmore International School paying a subsidy to maintain employer superannuation contributions at the rate applicable for the former substantive continuing appointment.
- 25.3. The workload and pattern of work for a staff member under a pre-retirement contract will be subject to determination and approval by the Principal according to the role and responsibilities agreed between the Principal and the staff member, appropriate to the fraction of full-time appointment.
- 25.4. At the request of the staff member, further reductions in fraction, within the specified limits, may be agreed at any time, to a new fraction of not less than 0.3.
- 25.5. Annual leave, sick leave and long service leave (subject to clause 20.8.b) under a pre-retirement contract will accrue at the new fractional rate with adjustment of entitlement to provide fully for prior service. The fraction of appointment may be adjusted for a period to facilitate the clearing any excess annual and long service leave credits.
- 25.6. Staff will transfer to a fixed-term part-time pre-retirement contract of no greater than three years in length.
- 25.7. At the completion of the pre-retirement contact, the staff member will cease employment with The Kilmore International School.

26. Breakage and loss

A Staff Member 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 Staff Member's duties.

27. Examination leave

A Staff Member will be granted leave with pay to attend compulsory examinations in an approved relevant course of study approved in advance by the Principal.

28. Qualification conferral leave

A Staff Member 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.

29. School camps program

- 29.1. A full-time or part-time Teacher is required to attend not less than one camp per year, with a Teacher appointed as a year level coordinator required to attend up to two camps during a School year. The Principal has the discretion to make alternative arrangements regarding a Teacher's attendance at camp.

29.2. Attendance at school camps for a General Staff Member is voluntary. The rate of pay will be the General Staff Member's ordinary rate of pay paid for the week days of the school camp. The following clauses will not apply to a General Staff Member who volunteers to attend a school camp:

- (i) clause 41 – Ordinary hours of work for General Staff Members,
- (ii) clause 42 – Breaks for General Staff Members,
- (iii) clause 46 – Overtime,
- (iv) clause 48 – Shiftwork and
- (v) clause 49 – Penalty rates.

29.3. A Boarding supervision services staff member voluntarily attending a school camp will be entitled to be paid the sleepover allowance in clause E.7 - Sleepover allowance in Schedule E - General Staff Allowances.

29.4. Where a part-time Teacher attends a school camp, the Principal will advise the Teacher in advance of the payment arrangements (e.g. if a 0.6 FTE Teacher attended a five day camp (Monday to Friday) the teacher will be paid the difference of 0.4 FTE at the Teacher's ordinary rate of pay).

30. Unsatisfactory performance and inappropriate conduct

30.1. Application

This clause will not apply within the minimum employment period or to casual Staff Members.

30.2. Unsatisfactory performance

- (a) Where The Kilmore International School considers a Staff Member's performance is unsatisfactory and may lead to termination of employment, The Kilmore International School will apply the following procedure in the management of that unsatisfactory performance.
- (b) The Kilmore International School will formally advise the Staff Member in writing of:
 - (i) The Kilmore International School's concerns with the Staff Member's performance;
 - (ii) the time, date and place of the first formal meeting to discuss the Staff Member's performance;
 - (iii) the Staff Member's right to be accompanied by a nominee of the Staff Member's choice at all meetings scheduled to discuss the Staff Member's performance;
 - (iv) The Kilmore International School's right to terminate the employment should the procedure not resolve The Kilmore International School's concerns.
- (c) Formal performance management meetings will

- (i) include discussion of The Kilmore International School's concerns with the Staff Member's performance;
 - (ii) give the Staff Member an opportunity to respond to The Kilmore International School's concerns;
 - (iii) include discussion of any counselling or assistance, where appropriate, available to the Staff Member;
 - (iv) include documentation, where appropriate;
 - (v) set periods of review, as appropriate.
- (d) If, after following the procedure in this clause, The Kilmore International School's decision is to terminate the employment of the Staff Member, then The Kilmore International School will give the required period of notice or payment in lieu of notice.

30.3. Inappropriate/Unacceptable Conduct

- (a) Where The Kilmore International School is considering termination of employment for reasons related to a Staff Member's conduct, The Kilmore International School will implement the procedure in this clause.
- (b) The Kilmore International School will formally advise the Staff Member of:
- (i) The Kilmore International School's concern with the Staff Member's conduct;
 - (ii) the time, date and place of the meeting to discuss the Staff Member's conduct;
 - (iii) the Staff Member's right to be accompanied by a nominee of the Staff Member's choice at any meeting scheduled to discuss the Staff Member's conduct;
 - (iv) The Kilmore International School's right to terminate the Staff Member's employment should The Kilmore International School's concerns not be resolved.
- (c) The formal conduct management meeting(s) will:
- (i) include discussion of The Kilmore International School's concern with the Staff Member's conduct;
 - (ii) give the Staff Member an opportunity to respond to The Kilmore International School's concerns.
- (d) Concerns with a Staff Member's conduct may be resolved by:
- (i) issuing the Staff Member with a warning or a final warning in writing;
 - (ii) terminating the employment of the Staff Member in accordance with the relevant notice provision;
 - (iii) summary dismissal, where the Staff Member is guilty of serious misconduct of a kind such that it would be unreasonable to require The Kilmore International School to continue the employment during the notice period;
 - (iv) any other action, appropriate to the situation.
 - (v) no further action being required.

31. Redundancy

31.1. Redundancy pay is provided for in the NES. This clause provides enterprise specific details and supplements the NES.

The following redundancy pay scale will apply instead of the provisions provided in the NES:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and over	16 weeks

31.2. Transfer to lower paid duties

Where a Staff Member is to be transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Staff Member would have been entitled to under the NES if the employment had been terminated. The Kilmore International School may, at The Kilmore International School's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

31.3. Staff Member leaving during notice period

A Staff Member given notice of termination in circumstances of redundancy may resign during the NES period of notice. The Staff Member is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

31.4. Job search entitlement

- (a) A Staff Member given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of NES period of notice for the purpose of seeking other employment.

- (b) At the request of The Kilmore International School, the Staff Member must produce proof of attendance at an interview.
- (c) This entitlement applies to redundancies only and cannot be taken in conjunction with an entitlement provided in clause 39.5 and 45.5.

31.5. If a part-time Staff Member's hours are reduced without their consent, by more than 25% they will be entitled to the provisions of this clause

32. Superannuation

The Kilmore International School makes superannuation contributions in accordance with the Superannuation legislation, to a complying superannuation fund nominated by the Staff Member, excluding a fund where The Kilmore International School is required to become a participating employer. Should the Staff Member not nominate a complying superannuation fund for this purpose, the contribution will be made to the NGS Super Fund or the successor fund.

33. Scholarship/tuition fee discount

- 33.1. A Staff Member other than a casual Staff Member or a fixed term Staff Member whose child or children attend the School is entitled to a scholarship or general tuition fee discount which includes tutorial fees. At the time of making this Agreement, the scholarship or general tuition fee discount is 50 per cent for a full-time Staff Member. A part-time Staff Member is entitled to a scholarship or general tuition fee discount on a pro rata basis based on a part-time Teacher's full time equivalent (FTE) time fraction or on a General Staff Member's ordinary hours of work.
- 33.2. In order to be eligible for either a scholarship or a general tuition fee discount, a Staff Member must:
- (a) pay the application and enrolment fee and security deposit in full prior to the commencement of enrolment;
 - (b) agree to pay fees via automatic salary deduction; and
 - (c) agree to keep the account in line with The Kilmore International School's terms of business.
- 33.3. Additional charges for extras and uniforms are not subject to any discount. Such charges include, but are not limited to, costs for camps, books, music tuition and excursions. General tuition fee discounts do not apply to any other services.
- 33.4. The scholarship or general tuition fee discount is subject to review by the Board. The Board may vary the rate of the general tuition fee discount by providing participating Staff Members with one (1) year's notice.
- 33.5. The scholarship or general tuition fee discount will cease in the event of either a default in payment of general tuition fees or additional charges for extras and

uniforms or when the Staff member ceases employment with The Kilmore International School.

- 33.6. Subject to clause 33.5, the scholarship is subject to the usual conditions of any scholarship. The scholarship runs until:
- (i) the child completes the International Baccalaureate or
 - (ii) the child transfers to another school or
 - (iii) the child behaves in a manner which would cause the student to be suspended from The Kilmore International School or
 - (iv) the child makes unsatisfactory academic progress or
 - (v) the school fees become in arrears.

34. Accident pay

- 34.1. Where a Staff Member is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), The Kilmore International School must pay to the Staff Member the difference between such weekly payments and the normal remuneration of the Staff Member 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 Staff Member remains employed by The Kilmore International School.
- 34.2. If a Staff Member is absent from work because of a personal illness or injury, for which the Staff Member is receiving compensation payments pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) (the Act), then:
- 34.3. the Staff Member does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- (a) annual leave; or
 - (b) paid personal/carer's leave.
- 34.4. Where a Staff Member returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), and where the Staff Member is entitled to annual leave at the part-time rate of pay, the Staff Member will remain entitled to be paid the weekly compensation payments in accordance with the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic).

Part 4. Conditions for Teachers

35. Types of employment for Teachers

35.1. Teachers will be employed in one of the following categories:

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

35.2. Terms of engagement

- (a) On appointment, The Kilmore International School will provide the Teacher (other than a casual Teacher) with a letter of appointment stating:
 - (i) the classification of the position;
 - (ii) the rate of salary applicable on commencement;
 - (iii) whether the position is full-time or part-time; and
 - (iv) the Teacher's face to face teaching load and co-curricular commitment.
- (b) For a part-time Teacher, the letter of appointment will also include the Teacher's teaching load expressed as a full-time equivalent (FTE) time fraction, and a statement that their non-teaching commitment will generally be, on balance, in the same proportion to their FTE teaching load.
- (c) Where The Kilmore International School engages the Teacher on a fixed term basis, the letter of appointment will also state the reason the employment is fixed term, and the period of the employment.
- (d) For positions other than casual positions, the Kilmore International School will include a clause detailing a probationary period in accordance with clause 13.1.

35.3. Full-time employment

- (a) A full-time Teacher is engaged to work an average of 38 ordinary hours per week.
- (b) The Kilmore International School will determine the ordinary full time face to face teaching hours per week and the professional duties to be allocated to the Teacher.
- (c) The face to face teaching hours of a full-time Teacher will be up to 20 hours per week for a secondary school Teacher and up to 22.5 hours per week for a primary school Teacher.
- (d) the homeroom/pastoral care program spread over a school week will count as one face to face lesson allocation.
- (e) By agreement, a Teacher may work additional face to face teaching hours. Where a Teacher agrees to perform additional face to face teaching hours, such additional hours will be offset against the Teacher's other professional duties, including but not limited to the allocation of extras, yard duty and pastoral care duties.
- (f) Face to face teaching hours will be averaged over the School Year.

35.4. Part-time employment

- (a) A part-time Teacher is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School Year and who has reasonably predictable hours of work.
- (b) A part-time Teacher is entitled to the benefits under this Agreement on a pro rata basis. In accordance with clause 35.3(c), the pro rata basis will be calculated by dividing the number of face-to-face teaching hours allocated to the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the school.
- (c) Teaching load may be varied by mutual consent between The Kilmore International School and the Teacher at any time.
- (d) Subject to clause 31.5, The Kilmore International School may vary the time fraction of a Teacher by providing seven term weeks' notice, or, where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven term weeks.

35.5. Fixed term employment

- (a) A Teacher may be employed for a fixed period of time up to 12 months:
 - (i) to undertake a specified task or project for which funding has been made available;
 - (ii) to undertake a specified task or project which has a limited period of operation; or
 - (iii) to replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed term employment may be extended by further periods to cover the absence.
- (b) A Teacher may be employed for a fixed period of time up to 36 months:
 - (i) where a staff member requests a pre-retirement contract,
- (c) A Teacher on a fixed term contract, other than a pre-retirement contract, is not entitled to:
 - (i) the parental Allowance; or
 - (ii) the tuition fee discount.

35.6. Casual Employment

- (a) The minimum engagement period for a casual Teacher is 3 hours (half a day).
- (b) A casual Teacher may be engaged for a period of up to one school term.
- (c) A casual engagement may be extended by agreement between The Kilmore International School and the casual Teacher.
- (d) The rates of pay for a casual Teacher are contained in Schedule A.

- (e) A casual Teacher is not entitled to any of the following benefits under this Agreement:
- (i) notice of termination of employment
 - (ii) redundancy
 - (iii) remuneration packaging
 - (iv) annual leave
 - (v) public holidays
 - (vi) paid personal/carer's leave
 - (vii) paid family violence leave
 - (viii) paid compassionate leave
 - (ix) parental leave and parental allowance
 - (x) pre-retirement contracts
 - (xi) pro rata payment of salary inclusive of annual leave
 - (xii) tuition fee discount
 - (xiii) annual leave loading.

36. Ordinary hours of work for Teachers

- 36.1. This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 36.2. The ordinary hours of a Teacher may be averaged over a 12 month period. The averaging period will be the School Year, where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 36.3. The ordinary hours of work for a Teacher during Term weeks are variable. In return, a Teacher is not generally required to attend during Non-term weeks, subject to the needs of The Kilmore International School with regard to professional development, student free days and other activities requiring the Teacher's attendance. In addition, a Teacher is also required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 36.4. Teacher's duties include the delivery of after-school tutorials.
- (a) A full time teacher will undertake an average of 90 minutes per week during the school year. A part-time teacher will be required to undertake a pro-rata number of tutorials over the school year.
 - (b) A full time teacher will undertake three after-dinner tutorials in each school semester. A part-time teacher will be required to undertake a pro-rata number of after-dinner tutorials over the school year.
 - (c) Tutorials are conducted Monday to Thursday as timetabled.
- 36.5. The maximum number of days that a Teacher will be required to attend during Term weeks and Non-term weeks will be 200, inclusive of camp attendance, in each School Year. Except that:

- (a) a Teacher appointed to a Position of Responsibility of level 4 or above will be required to attend for a maximum of 205 days, inclusive of camp attendance;
 - (b) a Teacher with one or more of the following responsibilities is required to attend for work during January immediately following publication of the IB results to provide assistance to students: for coordinating the IB program, providing career counselling and providing student wellbeing services.
- 36.6. An exception to clause 36.5 is where a Teacher appointed to a Position of Responsibility agrees to different leave arrangements, provided that not less than 4 weeks of annual leave is provided to the Teacher during Non-term weeks.
- 36.7. The following circumstances are not included when calculating the attendance days for a Teacher in clauses 36.5 and 36.6:
- (a) co-curricular School activities that are conducted outside of regular school hours;
 - (b) school related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
 - (c) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the school community, in which a Teacher may be recalled to perform duties relating to their position;
 - (d) School ceremonies, celebrations, and other school events;
 - (e) where a Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position.
- 36.8. In usual circumstances, The Kilmore International School will provide written notice of the Term weeks and days in Non-term weeks on which the Teachers are required to attend, six (6) months in advance of the requirement to attend.
- 36.9. The annual salary and any applicable allowances are paid in full satisfaction of a Teacher's entitlements for the School Year or a proportion of the School Year. The Teacher's absence from school during Non-term weeks is deemed to include their entitlement to annual leave.

37. Breaks for Teachers

A Teacher will be entitled to an unpaid meal break of not less than 30 consecutive minutes commencing no later than five (5) hours after commencing work.

38. Pro rata payment of salary inclusive of annual leave

38.1. This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.

38.2. Termination of employment

A Teacher will be entitled on termination of employment to a payment calculated in accordance with this clause.

38.3. Teachers who commence employment after the commencement of the School year

A Teacher who commences employment after the usual date of commencement at The Kilmore International School will be paid from the date the Teacher commences, provided the Teacher must be paid an amount calculated pursuant to this clause at the end of the School Year and will not receive any salary or other payment until the commencement of the next School Year.

38.4. Teachers who take approved leave without pay

Where a Teacher takes approved leave without pay for a period which (in total) exceeds more than two (2) Term weeks in any year, the Teacher will be paid an amount calculated in accordance with this clause as follows:

- (a) if the leave without pay commences and concludes in the same School Year, the payment will be calculated and made at the conclusion of the last school term or final semester in that year; and
- (b) if the leave without pay is to conclude in a School Year following the School Year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the School Year in which the leave commences; or
 - (ii) at the end of the last term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School Year.

If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the School Year.

38.5. Calculation of payments

$$P = \frac{s \times c - d}{b}$$

Where

- P is the payment due
- s is the total salary paid in respect of weeks attended (or part thereof) since the school service date, or the date of employment in circumstances where the Teacher commenced after the school service date.
- b is the number of weeks (or part thereof) in the School Year the Teacher is required to attend.
- c is the number of weeks (or part thereof) in the School Year the Teacher is not required to attend.
- d is the salary paid in respect of weeks (or part thereof) in the School Year the Teacher is not required to attend, that have occurred since the school service date or date of employment in circumstances where the Teacher commenced employment after the school service date.

38.6. For the purpose of this clause:

- (a) school service date means the date from which Teachers are paid at the commencement of the School Year in their first year of service with The Kilmore International School; and
- (b) Teacher means a Teacher other than a casual Teacher.

38.7. The formula in clause 38.5 is intended to be used to calculate the pro rata salary inclusive of annual leave owing to a Teacher.

39. Termination of employment for Teachers

39.1. Notice of termination is provided for in the NES. This clause provides enterprise specific detail and supplements the NES.

39.2. Notice of termination by The Kilmore International School

Subject to clause 39.3, a Teacher (other than a casual Teacher or a Teacher within their probationary period) will receive seven (7) Term weeks' notice in writing of termination (inclusive of the notice required under the NES). Payment in lieu of any period of notice (or part thereof) not provided may be made.

39.3. The notice period in clause 39.2 does not apply where the Teacher is guilty of serious misconduct.

39.4. Notice of termination by the Teacher

The notice of termination required to be given by a Teacher is the same as that required of The Kilmore International School.

39.5. Job search entitlement

- (a) Where The Kilmore International School has given notice of termination to a Teacher, a Teacher 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 Teacher after consultation with The Kilmore International School.
- (b) This clause does not apply in the case of redundancy.

39.6. Statement of service

Upon the termination of employment of a Teacher (other than a casual Teacher or a Teacher within their probationary period) The Kilmore International School will provide upon the request of the Teacher, a statement of service setting out the commencement and cessation dates of employment.

39.7. Withholding of monies

If a Teacher fails to give the required notice upon termination of employment, The Kilmore International School may withhold from any monies due to the Teacher on termination under this Agreement, an amount not exceeding the amount the Teacher would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Teacher.

Part 5. Conditions for General Staff Members

40. Types of employment for General Staff Members

40.1. General Staff Members will be employed in one of the following categories:

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

40.2. At the time of engagement, The Kilmore International School will inform each General Staff Member of their:

- (a) type of employment,
- (b) classification of employment, and
- (c) for positions other than casual positions, the Kilmore International School will include a clause detailing a probationary period in accordance with clause 13.1.

40.3. Full-time employment

A full-time General Staff Member is a General Staff Member engaged to work 38 hours per week or an average of 38 hours per week.

40.4. Part-time employment

- (a) A part-time General Staff Member is a General Staff Member who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work.
- (b) A part-time General Staff Member will be paid an hourly rate of 1/38th of the weekly rate for the General Staff Member's classification.
- (c) A part-time General Staff Member's entitlements will be calculated on a pro rata basis.
- (d) At the time of engagement, The Kilmore International School and the part-time General Staff Member will agree in writing on a regular pattern of work, specifying the number of weeks of the school year the General Staff Member will work.
- (e) The terms of the agreement in clause 40.4(d) may be varied by agreement between The Kilmore International School and a General Staff Member. Any such variation will be recorded in writing.

40.5. Casual employment

- (a) A casual General Staff Member is a General Staff Member engaged as such.
- (b) A casual General Staff Member will be paid an hourly rate of 1/38th of the weekly rate for the General Staff Member's classification, plus 25%.
- (c) A casual staff member will be engaged and paid for a minimum of two hours for each engagement.

- (d) A casual General Staff Member is not entitled to any of the following benefits under this Agreement:
- (i) notice of termination of employment
 - (ii) redundancy
 - (iii) remuneration packaging
 - (iv) annual leave
 - (v) public holidays
 - (vi) paid personal/carer's leave
 - (vii) paid family violence leave
 - (viii) paid compassionate leave
 - (ix) parental leave (unless an eligible casual staff member) and parental allowance
 - (x) Pre-retirement contracts
 - (xi) tuition fee discount

41. Ordinary hours of work for General Staff Members

- 41.1. Subject to this clause, a full-time General Staff Member's ordinary hours of work will be 38 per week. The ordinary hours of work for a part-time or casual General Staff Member will be in accordance with clause 40.
- 41.2. The ordinary hours of work in clause 41.1 may be:
- (a) averaged over a period of a fortnight or
 - (b) averaged over a period of four (4) weeks, or
 - (c) if the staff member is a Boarding supervision services General Staff Member, averaged over a period of up to 12 months.
- 41.3. Where a Boarding supervision services General Staff Member's hours of work are averaged over a period of 12 months, the General Staff Member will be
- (i) paid the applicable annual rate in Schedule D – General Staff Member Salaries for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES, and
 - (ii) clause 43- Leave without pay during Non-term weeks,
 - (iii) clause 47 – Rostered days off,
 - (iv) clause 48 – Shift work,
 - (v) clause 49 – Penalty rates and
 - (vi) clause 46 – Overtime will not apply.
- 41.4. Except as provided for in clause 41.2, the ordinary hours of work will be worked on no more than five (5) days in any seven (7) days and will be performed:

- (a) All General Staff Members (except for Boarding supervision services and School operational services – security/caretaking and cooking, catering, housekeeping and laundry services only)

 - (i) on any day from Monday to Friday between 6:00 am and 6:00 pm plus Saturday between 6.00 am and 12 noon for General Staff Members working in gardening, turf maintenance and farming.
 - (b) Boarding supervision services and School operational services – security/caretaking and cooking, catering, housekeeping and laundry services only

 - (i) on any day from Monday to Sunday between 6:45 am and 6:45 pm.
- 41.5. The Kilmore International School may require a part-time General Staff Member to work reasonable additional hours in accordance with the provisions of this clause. The General Staff Member will be paid at the casual hourly rate of pay where the reasonable additional hours worked:
- (a) fall within the applicable daily spread of hours in clauses 41.2 or 41.4, and
 - (b) do not result in the General Staff Member working more than eight (8) hours on that day, and
 - (c) do not result in the General Staff Member working more than the allowed maximum weekly ordinary hours during the averaging period;
- 41.6. In all other cases the General Staff Member will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- 41.7. The minimum casual engagement of two (2) hours will not apply to part-time General Staff Members working reasonable additional hours under this clause.
- 41.8. Additional hours worked by a part-time General Staff Member in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.
- 41.9. Where there is mutual agreement between The Kilmore International School and the majority of the General Staff Members in the particular group, the starting and finishing times may be varied by up to one (1) hour so long as the total hours remain unchanged.
- 41.10. Breaks between periods of duty
- (a) A General Staff Member 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.
 - (b) Where The Kilmore International School requires a General Staff Member to continue or resume work without having a 10-hour break off duty, the General Staff Member 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.

- (c) The entitlements in clauses 41.10(a) and 41.10(b) do not apply to a General Staff Member:-
- (i) who is attending a school camp or excursion;
 - (ii) who is provided with accommodation on The Kilmore International School's premises or in the vicinity of The Kilmore International School's premises;
 - (iii) who is a Boarding supervision services General Staff Member, where the periods of duty are concurrent with a sleepover;
 - (iv) who is a General Staff Member working a broken shift.

42. Breaks for General Staff Members

42.1. Meal break

A General Staff Member will be entitled to an unpaid meal break of not less than 30 minutes which commences no later than five (5) hours after commencing work.

42.2. Rest break

- (a) At a time suitable to The Kilmore International School, a General Staff Member 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 Kilmore International School and a General Staff Member may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- (b) Notwithstanding clause 42.2(a), a General Staff Member in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

43. Leave without pay during Non-term weeks

43.1. Arrangements

A General Staff Member may be required to take leave without pay during Non-term weeks, provided that:

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

43.2. Calculating annual salary for a General Staff Member on leave without pay during non-term weeks

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

(b) The adjusted annual salary for a General Staff Member is:

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

52.18

Where:

- A means the General Staff Member's adjusted annual salary
- C means the annual salary (as contained in clause D.1 of Schedule D) for the General Staff Member's classification
- Working Weeks means the number of weeks that the General Staff Member is required to work
- P means the number of public holiday days that the General Staff Member would be entitled to during the period of annual leave.

(c) For the purpose of calculating any allowance or penalty for a General Staff Member, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

(d) A General Staff Member 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.

44. Higher duties

44.1. The Kilmore International School may direct a General Staff Member to temporarily perform duties applicable to a classification higher than their current classification.

44.2. Subject to clause 44.3 where a General Staff Member, other than a School operational services General Staff Member, performs such duties for more than five (5) days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the General Staff Member will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

44.3. Where the General Staff Member is a School operational services General Staff Member, and they perform those duties for one (1) day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the General Staff Member will be paid the rate

of pay applicable to the higher classification for the whole period during which the duties are performed.

45. Termination of employment for General Staff Members

45.1. Notice of termination is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

45.2. The period of notice will be as follows -

- (a) For a General Staff Member who would have been covered by the Victorian Independent Schools – School Assistants – Award 1998 if employed prior to 1 January 2010: 4 weeks. The period of notice increases by one (1) week if the General Staff Member is over 45 years old and has completed more than five (5) years of continuous service with The Kilmore International School at the end of the day the notice is given.
- (b) For General Staff Members (other than those General Staff Members who would have been covered by the Victorian Independent Schools – School Assistants – Award 1998 if employed prior to 1 January 2010):

General Staff Member's period of continuous service with The Kilmore International School at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice increases by one (1) week if the General Staff Member is over 45 years old and has completed at least two (2) years of continuous service with The Kilmore International School at the end of the day the notice is given.

45.3. The periods of notice in clause 45.2 do not apply where the General Staff Member is guilty of serious misconduct.

45.4. Payment in lieu of any period of notice (or part thereof) not provided may be made.

45.5. Notice of termination by a General Staff Member

The notice of termination required to be given by a General Staff Member is the same as that required of The Kilmore International School except that there is no requirement on the General Staff Member to give additional notice based on the age of the General Staff Member concerned.

45.6. Job search entitlement

Where The Kilmore International School has given notice of termination to a General Staff Member, a General Staff Member must be allowed up to one (1) day of 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 General Staff Member after consultation with The Kilmore International School.

This clause does not apply in the case of redundancy.

45.7. Statement of service

Upon termination the General Staff Member will be provided on request with a Statement of Service setting out the commencement and cessation dates of service.

45.8. Withholding of monies

If a General Staff Member fails to give the required notice upon termination of employment, The Kilmore International School may withhold from any monies due to the General Staff Member on termination under this Agreement, an amount not exceeding the amount the General Staff Member would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the General Staff Member.

46. Overtime

46.1. Overtime rates

- (a) A General Staff Member will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours as follows:

Time worked	Overtime rate
Monday–Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

- (b) Except that a Nursing services General Staff Member rostered to work overtime on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of 50% of the ordinary time rate for all time worked.
- (c) Overtime is not payable when a General Staff Member volunteers to go on a school camp.
- (d) Overtime will be calculated daily.

46.2. Time off instead of overtime payment

- (a) The Kilmore International School and a General Staff Member may agree that a General Staff Member will be provided with time off instead of being paid overtime.
- (b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) Where The Kilmore International School and the General Staff Member have agreed to time off instead of overtime payment under clause 46.2(a) and such time has not been taken:
 - (i) within four weeks of accrual; or
 - (ii) during the non-term weeks agreed in writing between the General Staff Member and The Kilmore International School

The Kilmore International School must, if requested by the General Staff Member, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked.

46.3. Make-up time

A Staff Member may elect, with the consent of The Kilmore International School, to work make-up time under which the General Staff Member takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided for.

47. Rostered days off

47.1. The Kilmore International School and the General Staff Member may agree that the ordinary hours of work provided by clause 41 – Ordinary hours of work will be worked over 19 days in each four week period, in which case the following provisions will apply:

- (a) General Staff Member will work 152 hours over 19 days in each four (4) week period with one (1) rostered day off on full pay in each such period.
- (b) A General Staff Member will accrue 24 minutes for each eight-hour day worked to give the General Staff Member an entitlement to take rostered days off.
- (c) Each day of paid leave taken by a General Staff Member (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four (4) weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 47.1(b).
- (d) Rostered days off will not be regarded as part of the General Staff Member's annual leave for any purpose.
- (e) A General Staff Member will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.

- (f) A General Staff Member who is scheduled to take a rostered day off before having worked a complete four (4) week cycle will be paid a pro rata amount for the time that the General Staff Member has accrued in accordance with clause 47.1(b).
- (g) A General Staff Member whose employment is terminated in the course of a four (4) week cycle will be paid a pro rata amount for the time that the General Staff Member has accrued in accordance with clause 47.1(b).
- (h) Rostered days off will be determined by mutual agreement between The Kilmore International School and the General Staff Member having regards to the needs of the place of employment.
- (i) A General Staff Member will be advised by The Kilmore International School at least four (4) weeks in advance of the day on which the General Staff Member is to be rostered off duty.

48. Shiftwork

48.1. 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 clause 48.4.

48.2. 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 clause 41.4;
- (b) Afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 41.4 and at or before midnight;
- (c) Night shift is a shift which is not a day shift and which commences on or before midnight and finishes after midnight.
- (d) Morning shift is a shift which is not a day shift and which commences after midnight and finishes within the ordinary hours identified in clause 41.4.

48.3. Broken shifts

- (a) A General Staff Member may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two (2) periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two (2) hours for each period of duty.
- (b) A General Staff Member, 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.
- (c) 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.

- (d) The provisions of clause 48.3(c) do not apply to a Boarding supervision services General Staff Member who is provided with reasonable accommodation including living quarters, fuel and light and available to the General Staff Member for their exclusive use for 52 weeks of the year, at no cost to the General Staff Member.

48.4. Rostering

- (a) For General Staff Members working to a roster, a roster showing normal starting and finishing times and the name of each General Staff Member will be prepared by The Kilmore International School and will be displayed in a place conveniently accessible to the General Staff Member at least seven (7) days before the commencement of the roster period.
- (b) A General Staff Member may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 49 – Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by The Kilmore International School on seven (7) days' notice.
- (d) Notwithstanding clause 48.4(c) a roster may be altered at any time to enable the functions of The Kilmore International School to be carried out where another General Staff Member is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the General Staff Member, a General Staff Member must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the General Staff Member 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 a General Staff Member to work on a day which would otherwise have been the General Staff Member's day off, a day off instead will be arranged by mutual consent.

49. Penalty rates

49.1. Shiftwork

- (a) Afternoon shift, night shift and morning shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A Permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

49.2. Saturday and Sunday work

- (a) A General Staff Member other than a General Staff Member covered by clause 49.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
 - (i) For ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (ii) For ordinary hours worked on a Sunday, 100% of the ordinary time rate.

- (b) Except that a school operational services General Staff Member in the Cooking/catering group, or a Boarding supervision services General Staff Member who is not working averaged hours in accordance with the provisions of clause 41.2, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

49.3. The penalty rates within this clause and clause 46 (Overtime) are not cumulative. Where a General Staff Member is entitled to more than one penalty or overtime rate, the General Staff Member will be entitled to the highest single penalty rate

A Schedule A — Teacher Salaries

A.1 The annual salary for a full-time, four year trained Teacher will be determined in accordance with the provisions of Schedule A, and will be not less than the salary prescribed by the following table from the first full pay period commencing on or the date listed in the table, following approval by the FWC of this Agreement.

Level	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
	\$	\$	\$	\$	\$	\$
11	100,385	102,127	103,645	105,444	107,013	108,870
10	92,799	94,409	95,813	97,475	98,925	100,643
9	89,497	91,049	92,403	94,007	95,406	97,062
8	86,311	87,808	89,114	90,661	92,010	93,607
7	83,240	84,684	85,943	87,435	88,735	90,276
6	80,277	81,670	82,885	84,323	85,577	87,063
5	77,422	78,765	79,936	81,323	82,533	83,966
4	74,664	75,960	77,089	78,427	79,594	80,976
3	72,009	73,258	74,348	75,638	76,763	78,096
2	69,446	70,651	71,702	72,946	74,032	75,317
1	66,974	68,136	69,150	70,350	71,396	72,636

A.2 The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

A.3 Annual Leave Loading

A.4 The annual salary in Sch.A.1 does not include the annual leave loading.

A.5 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification, in accordance with clause 35.4(b).

A part-time Teacher employed at 0.5 FTE (full-time equivalent) or less will be required to complete 24 months' service before progressing to the next level.

A.6 Casual Teacher

A casual teacher will be entitled to a minimum payment of 3 hours (a half day).

Casual Relief Teachers will be paid:

	01/04/18	01/10/18	01/04/19	01/10/19	01/04/20	01/10/20
	\$	\$	\$	\$	\$	\$
Hourly rate	58.84	59.87	60.77	61.83	62.76	63.86
Maximum Daily rate	353.03	359.21	364.60	370.98	376.54	383.13

B Schedule B — Teacher Allowances

B.1 Responsibility allowances

B.1.1 Eligibility

- (a) A responsibility allowance will be paid to a Teacher where The Kilmore International School requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers at The Kilmore International School.
- (b) An allowance is linked to a Position of Responsibility rather than tied to an individual Teacher.
- (c) The Principal determines who holds a position that is eligible for a responsibility allowance.

B.1.2 Notification

- (a) The Principal will provide written advice to a Teacher in receipt of responsibility allowance, its tenure, the duties required and the allowance to be paid.
- (b) The Principal will advise the Teacher of the level to which the responsibility allowance equates.

B.1.3 Levels of responsibility

The level of additional responsibility can be categorised as either administrative, pastoral care or educational leadership, or a combination of these, as follows:

- Level 1 Lesser levels of responsibilities
- Level 2 Faculty or department heads, daily organiser and Creativity Action Service (CAS) Co-ordinator.
- Level 3 Positions of leadership such as responsibility for the management of a major department or a pastoral care position or an education leadership position of equivalent status (e.g. year level Wellbeing leaders including IB co-ordinators).
- Level 4 Positions of leadership where there is a combination of Level 2 and Level 3 leadership positions

B.1.4 The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised whether administrative, pastoral care or educational leadership with Level 4 being the most significant level of responsibility.

B.1.5 The allowance is not paid during any period of long service leave, or any extended period of leave without pay or personal/carer's leave (equivalent to a school term or more) as the allowance is based upon the duty being performed. For appointments that do not cover an entire semester, a pro-rata payment will be made.

B.1.6 Amount

(a) The following allowances will apply:-

		2018	2019/2020
(i)	Level 1	\$2,121.80	\$2,185.50
(ii)	Level 2	\$4,243.60	\$4,370.90
(iii)	Level 3	\$6,365.40	\$6,556.35
(iv)	Level 4	\$8,487.20	\$8,741.80

(b) Where the position of leadership is shared, the payments may also be shared.

B.2 Additional After-Dinner Tutorial allowance

B.2.1 A Teacher appointed by the Kilmore International School to take tutorial groups will be paid an allowance of \$3,082.50 for 2018 and \$3,175.00 thereafter to be paid in equal instalments at the conclusion of Term 1 and Term 3. The allowance is pro-rata based on fraction.

B.2.2 Where a staff member, with the permission of the Principal, exceeds the number of After-Dinner Tutorials required under section 36.4 (b), an additional allowance of \$50 will be paid per additional tutorial.

B.3 International Bacculaureate Examiners allowance

B.3.1 Eligibility

- (a) A International Bacculaureate Examiners allowance will be paid to a Teacher who has been appointed by the International Bacculaureate Organisation as an International Bacculaureate examiner, and
- (b) Provides evidence of allocation and marking of scripts.

B.3.2 Amount

The allowance will be paid at the conclusion of the May and November examination sessions. The amount paid is based on the number of scripts marked annually or oral assessments moderated:

Level	Number of scripts allocated and marked per annum	Payment per session	
		2018	2019/2020
Level 1	0-50	\$ 500	\$ 515
Level 2	51-100	\$1,000	\$1,030
Level 3	100+	\$1,500	\$1,545

Level	Number of oral assessments moderated per annum	Payment per session	
		2018	2019/2020
Level 1	0-50	\$1,000	\$1,030
Level 2	51+	\$1,500	\$1,545

By negotiation with the Principal, the thresholds may be reduced on an individual basis if the specific allocation can be determined as more complex as indicated by the IB Payment advice.

B.4 Vehicle allowance

B.4.1 A Teacher required by The Kilmore International School to use the Teacher's motor vehicle in the performance of duties will be paid the following allowances:

- (a) Motor car: \$0.78 per kilometre with a maximum payment up to 400 kilometres per week.
- (b) Motorcycle: \$0.26 per kilometre with a maximum payment up to 400 kilometres per week.

B.4.2 The Kilmore International School must pay all expenses including registration, running and maintenance where The Kilmore International School provides a motor vehicle which is used by a Teacher in the performance of the Teacher's duties.

B.5 Meal allowance

- (a) Where The Kilmore International School requires a Teacher to remain at school continuously until after 7.00 pm on any day, The Kilmore International School will provide a meal to the Teacher. The exceptions to this are:
 - (i) if a Teacher could reasonably return home for a meal; or
 - (ii) if it is not possible to provide a meal, The Kilmore International School will pay a meal allowance of \$20.00 to the Teacher.
- (b) Where The Kilmore International School requires a Teacher to be absent overnight on a compulsory camp, breakfast, lunch and dinner will be provided as appropriate commencing with the evening meal on the first night. Where The Kilmore International School does not provide a meal it will pay a meal allowance of \$20.00 per meal not provided.

B.6 Camp Allowance

B.6.1 Where a Teacher is required to attend;

- (i) a year-level student compulsory camp, or
- (ii) a year 11 CAS camp, or
- (iii) a term-break study camp

they will be entitled to the payment of an inconvenience allowance of \$50 per night on the camp on the following basis:

- (iv) the Teacher proposing to attend a camp for which the allowance is payable must first be approved by the Principal, and
- (v) the allowance will not be paid in situations where a Teacher accompanies the school group on a voluntary basis.

C Schedule C— Teacher Classifications

C.1 Duties of Teacher

The duties of a Teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs, pastoral care programs and co-curricular activities.

C.2 Recognition of service

C.2.1 On appointment, a Teacher will be classified and placed on the appropriate level on the salary scale in Schedule A, according to qualifications and teaching experience. Teaching experience does not include employment as a Teacher in a TAFE program (unless the Teacher is employed to teach a Vocational and Educational Training (VET) program) or in an English Language School.

C.2.2 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 200 full casual days in Australian schools.

C.3 Evidence of qualifications

C.3.1 The Kilmore International School may require that the Teacher provide documentary evidence of qualifications and teaching experience. The Kilmore International School may decline to recognise the relevant qualification or experience until such evidence is provided.

C.4 Commencement and progression

C.4.1 A Teacher who is four year trained will commence on Level 1 of the salary scale in Schedule A and progress automatically according to normal years of service to Level 11.

C.4.2 A Teacher who is five year trained will commence on Level 2 of the salary scale in Schedule A and progress automatically according to normal years of service to Level 11.

D Schedule D— General Staff Salaries

D.1 Annual rates of pay (52/52)

The Kilmore International School will pay an adult, full-time General Staff Member not less than the annual rate of pay specified for the General Staff Member’s classification prescribed by the following table, from the first full pay period commencing on or after 1 April of each year, following approval by the FWC of this Agreement.

Level	1/04/2018	1/10/2018	1/04/2019	1/10/2019	1/04/2020	1/10/2020
	\$	\$	\$	\$	\$	\$
Level 1	42,545	43,283	43,926	44,688	45,353	46,140
Level 2	46,141	46,942	47,640	48,467	49,188	50,042
Level 3	50,934	51,818	52,588	53,501	54,297	55,239
Level 4	57,525	58,523	59,393	60,424	61,323	62,387
Level 5	63,518	64,620	65,581	66,719	67,712	68,887
Level 6	69,510	70,716	71,767	73,013	74,099	75,385

D.2 The weekly rate of pay for a General Staff Member will be determined by dividing the annual rate by 52.18.

D.3 Annual leave loading

D.4 The annual rates in clause Sch.D.1 do not include annual leave loading.

D.5 Junior General Staff Members

A junior General Staff Member appointed to levels 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

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

E Schedule E — General Staff Allowances

E.1 First aid allowance

E.1.1 Application

A General Staff Member who is designated by The Kilmore International School to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (a) \$3.01 per day up to a maximum of \$721.41 per year

E.1.2 Excluded General Staff Members

This allowance does not apply to:

- (a) a nurse;
- (b) a General Staff Member employed exclusively as a first aid officer; or
- (c) a General Staff Member whose appointment to the position of first aid officer has been taken into account in classifying their position.

E.2 Meal allowance

Where The Kilmore International School requires a General Staff Member to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), The Kilmore International School will provide a meal to the General Staff Member. The exceptions to this are:

- (a) if a General Staff Member could reasonably return home for a meal; or
- (b) if it is not possible to provide a meal, The Kilmore International School will pay a meal allowance of \$20.00 to the General Staff Member.

E.3 On call and recall allowance

E.3.1 On call allowance

An on call allowance will be paid to a General Staff Member who is required by The Kilmore International School to hold him- or herself available to be recalled to work. The General Staff Member will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the General Staff Member is required to be on call.

E.3.2 Recall allowance

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

E.3.3 Exceptions

The on call and recall allowances do not apply to a General Staff Member provided with reasonable accommodation including living quarters, fuel and light and available to the Staff Member for their exclusive use at no cost to the Staff Member.

E.4 Tool allowance

Where The Kilmore International School does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid a minimum of \$15.29 per week (except for a carpenter or joiner who must be paid \$28.94 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

E.5 Uniform/protective clothing allowance

E.5.1 Where The Kilmore International School requires a General Staff Member to wear a uniform or protective clothing, which includes clothing and/or footwear, during the performance of the General Staff Member's duties, The Kilmore International School will at its discretion:

- (a) provide the uniform or protective clothing, which includes the maintenance and laundering of the items; or
- (b) provide a uniform or protective clothing allowance of \$1.20 per day up to a maximum of \$6.00 per week and a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week; or
- (c) reimburse the General Staff Member for the purchase price of the uniform or protective clothing and provide a laundry allowance of \$0.30 per day up to a maximum of \$1.50 per week, if The Kilmore International School does not launder the items.

E.5.2 Where a General Staff Member is required to work in the rain they will be supplied with adequate rainproof clothing.

E.6 Vehicle allowance

E.6.1 A General Staff Member required by The Kilmore International School to use the General Staff Member's motor vehicle in the performance of duties must be paid the following allowances:

- (a) Motor car: \$0.78 per kilometre with a maximum payment as for 400 kilometres per week.
- (b) Motorcycle: \$0.26 per kilometre with a maximum payment as for 400 kilometres per week.

E.6.2 Where The Kilmore International School provides a motor vehicle which is used by a General Staff Member in the performance of the General Staff Member's duties The Kilmore International School must pay all expenses, including registration, running and maintenance costs.

E.7 Sleepover allowance

E.7.1 Subject to clauses 48.3(d) and Sch.E.3.3, where The Kilmore International School requires a Boarding supervision services Staff Member or a Nursing services Staff Member to sleepover on The Kilmore International School's premises or at a school camp site for a period outside that of the General Staff Member's normal rostered hours of duty, the following arrangements will apply:

The Kilmore International School Enterprise Agreement 2018 - 2020

- (a) The General Staff Member will be entitled to an amount of \$48.09 per sleepover, which is defined as sleeping in at night to undertake duty of care requirements and to be on call for emergencies;
 - (i) Where the General Staff Member is required by The Kilmore International School to perform work during a sleepover, the General Staff Member will be paid for the time worked at the rate of 150% of the ordinary hourly rate of pay with a minimum payment being for 30 minutes;
 - (ii) Any time worked under Sch. E.7.1 will not be taken into account for the purposes of clause 40 and 41;
 - (iii) The payments in this subclause will not extend beyond the period of the sleepover; and
 - (iv) The General Staff Member will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the General Staff Member.
- (b) A General Staff Member who is provided with reasonable accommodation including living quarters, fuel and light, and available to the General Staff Member for their exclusive use is not entitled to the sleepover allowance under Sch.E.7.1 (a)

F Schedule F— General Staff Classifications

Level 1

The work performed is checked regularly and the skills required are to a limited range of tasks and roles. The choice of actions required is clear. Routines are established methods and procedures are predictable. Staff Members follow standard procedures. Resolve problems where alternatives for the Staff Member are limited and the required action is clear

Receive general supervision, however in the case of experienced Staff Members, only routine supervision.

Staff Members at this level would normally be switchboard/reception, able to operate all general office machines, filing, mail, maintain records, data entry, minor cash transactions, monitor stock levels of stationery, clerical assistant, data entry operator, front desk/receptionist), cleaners, food and domestic services staff, security staff, gardeners, building and maintenance staff, drivers of school vehicles, teacher aide/assistant, kitchen hand.

No relevant experience or qualification required to perform tasks

Level 2

The person at this level receives instruction on what is required and how the work is performed. 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. Applies general accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straight forward alternatives. Where Staff Members are working alone less direct guidance and some autonomy may be involved.

Is subject to progress checks with tasks being regularly monitored

Requires basic technical knowledge or prior experience

Receives general/limited supervision

Staff Members at this level would normally have basic typing skills, basic book-keeping skills, able to use basic secretarial packages, preparation of basic correspondence from instruction, assist with library duties, cleaners, food and domestic services staff, security staff, gardeners, building and maintenance staff, drivers of school vehicles, library assistant, laboratory assistant, technology centre assistant, boarding house assistant, first aid officer, cook

May have some relevant experience or qualification required to perform tasks. Has a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed.

Level 3

A Staff Member at this level undertakes duties which require knowledge and skill which may have been, performed over a wide range of functions under routine exercise or with some degree of autonomy. There is some complexity in the extent and choice of actions required.

Some discretion and judgment is involved. Answers are usually found by selecting from specific choices defined in standard work policies or procedures

Is subject to little direct supervision, could supervise Staff Member(s) from divisions below

Staff Members at this level would normally have advanced word processing skills, advanced use of more than one software packages, preparation of correspondence from minimal instruction, secretarial skills, qualified trades person, laboratory technician, library technician, technology technician, kitchen supervisor

Experience may have been acquired post-secondary certificate, approved trade certificate, or relevant job experience

Level 4

A Staff Member at this level in addition to knowledge and skills of divisions 1 - 3 has experience or knowledge such as may be gained by a relevant course or experience considered relevant by The Kilmore International School.

Receives general instructions usually covering only the broad aspects of the work

May be subject to progress checks, however receives little direct supervision

Staff Members at this level would normally be able to perform a majority of tasks independently, have advance secretarial skills, including minute preparation, a high level of confidentiality.

Staff Members at this level would normally be payroll officer, head of boarding, international recruitment officer, principal's personal assistant, experienced tradesmen or foreman.

This person would be technically competent and well experienced, with qualifications

Level 5

A person at this level assists with the co-ordination of services. 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. Problem solving involves the identification and analysis of diverse problems

Receives general instructions but has the skills required to do the job and work with limited direction, is fully competent and very experienced work is usually measured in terms of achieving or stated objectives.

Staff members at this level would normally be accountant, network manager, school registrar, school nurse

A person at this level would usually be responsible to the Principal or senior Management.

This person would be professional qualified or have necessary experience to manage the role

Level 6

A Staff Member at this level would be appointed for the emotional/pastoral needs of students or where the Staff Member has responsibility for technology or the highest office administration. This person would be responsible for providing key support and effect liaison on behalf of the educational institution with the general community or government bodies. Competency at this level involves the development and application of professional knowledge in a specialized area/s and utilizing a broad range of skill.

People at this level would be a key support role to the Principal and the Board. This person would receive general direction, is fully competent, has responsibility and broad ranging accountability for the structure, management, a high level of judgment, discretion and planning


A Staff Member at this level would normally be a psychologist,


This person would be professionally qualified or have the necessary experience to manage the role. A person at this level would usually be responsible to the Principal and/or the Board

Signatories


Executed as an agreement this 15th day of August 2018.

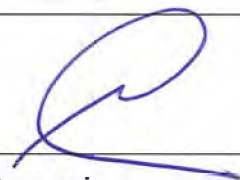
Employer Representative

Signed: 
Date: 15/8/2018
Name in full (printed): Andrew Taylor
Position title: Principal
Authority to sign explained: Principal
Address: Kilmore, Vict
ria

Witnessed by: 
Witness name in full: Steven Scroggie
Witness address: Kilmore, Victoria

Employee Representative

Signed: 
Date: 15/8/2018
Name in full (printed): Gayle Morgan
Position title: Boarding Manager
Authority to sign explained: Employee Representative elected by staff
Address: Kilmore, Victoria

Witnessed by: 
Witness name in full: Steven Scroggie
Witness address: Kilmore, Victoria