DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Kardinia International College (Geelong) Ltd T/A Kardinia International College
(AG2015/5027)

KARDINIA INTERNATIONAL COLLEGE COLLECTIVE ENTERPRISE AGREEMENT 2015

Educational services

COMMISSIONER JOHNS

SYDNEY, 8 OCTOBER 2015

Application for approval of the Kardinia International College Collective Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the Kardinia International College Collective Enterprise Agreement 2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). 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 Independent Education Union of Australia (Victoria Tasmania Branch), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by s.201(2), I note that the Agreement covers the organisation.

[4] The Agreement is approved. In accordance with s.54(1) it will operate from 15 October 2015. The nominal expiry date of the Agreement is 8 October 2018.

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PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE
This Agreement shall be known as the Kardinia International College Collective Enterprise Agreement 2015 and is a Single Enterprise Agreement made pursuant to Section 172(2) of the Fair Work Act 2009 (Cth).

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3. TERM

3.1 This Agreement will commence to operate on the seventh day after approval by the Fair Work Commission and its nominal expiry date will be 3 years after the date of approval.

3.2 This Agreement replaces the Awards which would otherwise apply.

3.3 Nothing in this Agreement will operate to provide a less favourable outcome for employees in a particular respect than that provided by the National Employment Standards.

3.4 The parties will make no further claims in respect of matters dealt with by this agreement which will have effect prior to the nominal expiry date.

3.5 2017 Salary Increase

As this agreement does not provide for a salary structure post 1 February 2016, the parties agree that there will be a guaranteed salary increase consistent with any salary increase in the State Government and / or Catholic School Sector and the VECTAA for Kindergarten teachers and assistants, effective from the first pay period on or after 1 February 2017.

4. APPLICATION AND COVERAGE

This Agreement shall apply and be binding upon:

4.1 Kardinia International College (Geelong) Ltd (the Employer), and

4.2 The Employees of Kardinia International College (Geelong) Ltd save employees holding the positions of Deputy Principal, Head of Senior School, Head of Junior School, Business Manager, Japanese Liaison and the Resident Caretaker (the Employees);

4.3 The Independent Education Union Victoria Tasmania.

5. DEFINITIONS

5.1 "Employee" shall mean any person employed by an Employer who is employed to perform work of a kind described in the classifications contained in this agreement.

5.2 "Employer" shall mean Kardinia International College (Geelong) Ltd.

5.3 "Enrolment" in respect of a particular year, means enrolment as at the Commonwealth Government’s mid-year census in the preceding year.

5.4 "Experience in relation to a registered teacher" means teaching experience after achieving the qualifications necessary for registration as a teacher with the Victorian Institute of Teaching.
5.5 FW Act means the Fair Work Act 2009 (Cth) including regulations made under the Act.

5.6 FWC means Fair Work Commission

5.7 “Primary class” means any class from Year Foundation Year through to Year 6, inclusive.

5.8 VRQA the Victorian Regulation and Qualifications Authority means the body or its Successor established under the Education and Training Reform Act 2006 (Vic)

5.9 “Registered Teacher” means a teacher who is registered by the Victorian Institute of Teaching pursuant to the Victorian Institute of Teaching Act 2001 (Vic).

5.10 “School Term” means such periods as determined by Kardinia International College from year to year. School Terms will at no time be more than the equivalent periods determined by the Victorian Government – from year to year.

5.11 “School Year” means the period from the commencement of the first day of the Kardinia International College school year in one year to the commencement of the first day of the Kardinia International College school year in the next year as determined by Kardinia International College from year to year. A School Year will at no time be more than the equivalent period determined by the Victorian Government from year to year.

5.12 “Secondary class” means any class from Year 7 through to Year 12, inclusive.

5.13 “Union” means the Independent Education Union Victoria Tasmania.

5.14 “Weekly Wage” means the annual salary as specified in the schedules to this Agreement divided by 52.18.

5.15 “Non Attendance Time” means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian Government for Victorian Government Teachers, less 4 weeks’ annual leave.
PART 2 – GENERAL CONDITIONS OF SERVICE

6. ACCIDENT MAKE UP PAY

6.1 Entitlement to accident make-up pay

6.1.1 Subject to clauses 6.1.2 and 6.1.3, where an Employee becomes entitled to compensation payments under the Workplace Injury Rehabilitation & Compensation Act 2013 (Vic), (WIRCA) the Employer who is liable to pay the compensation will pay to the Employee accident make-up pay being an amount equivalent to the difference between:

6.1.1(a) the amount of compensation payable under the Workplace Injury Rehabilitation & Compensation Act 2013 (Vic) and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and

6.1.1(b) the amount that would have been payable under the Agreement (including the Employee’s entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.

6.1.2 Subject to clause 6.1.3, accident make-up pay will be paid for a maximum of 26 weeks, inclusive of school holidays, in respect of the same injury.

6.1.3 Accident make-up pay under this Agreement will be paid only while an employee continues to receive compensation under the WIRCA.

6.2 Accident make-up pay not payable

6.2.1 Accident make-up pay will not be payable:

6.2.1(a) if the Employee is on any form of paid leave; or

6.2.1(b) where the incapacity arises from an industrial disease contracted by a gradual process and, at the time of the incapacity, the Employee had been employed for less than four (4) weeks.

6.3 Eligibility for accident make-up pay

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

6.3.1(a) the Employee or a representative of the Employee must give notice in writing of the injury to the Employer as soon as practicable;

6.3.1(b) the Employee must provide written evidence of the injury from time to time as required by the Employer during the period of payment;

6.3.1(c) the Employee must advise the Employer, in writing, of any civil action or claim for damages the Employee may make;
6.3.1(d) the Employee must attend medical examinations by a legally qualified medical practitioner, provided and paid for by the Employer, as required by the Employer in accordance with the relevant Act and

6.3.1(e) the Employee must authorise the Employer to obtain any information concerning the injury or compensation payable with respect to the injury from the insurance company that is liable to pay such compensation.

6.4 Accident make-up pay ceases

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

6.4.1(a) there is a redemption by the Employee of weekly compensation payments by the payment of a lump sum benefit under the WIRCA;

6.4.1(b) the Employee's employment with the Employer is terminated due to serious misconduct by the Employee;

6.4.1(c) the Employee resigns; or

6.4.1(d) the Employee dies.

7. ANNUAL LEAVE, SCHOOL HOLIDAY PAY & LEAVE LOADING

7.1 Annual leave

7.1.1 A Category A School Officer, and a Category A or D Schools Services Officer is entitled to four weeks paid annual leave per year of service determined in accordance with Clause 23 – Service Continuity. Annual leave will accrue weekly and may be taken, unless otherwise agreed, during the school holidays.

7.1.2 An Employee with an entitlement pursuant to 7.1.1 of this Agreement may elect, with the consent of the Employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

7.1.3 A Category A School Officer, and a Category A or D Schools Services Officer who suffers personal ill health or accident, covered by clause 14.5.3, whilst on annual leave is entitled to have an equivalent period of Annual Leave re-credited and the same period of accrued sick leave deducted provided that the Employee provides a medical certificate or statutory declaration as soon as practicable.

7.1.4 Accrued Leave

7.1.4(a) To assist Employees in balancing their work and family responsibilities, an Employee with an entitlement to four weeks annual leave may elect to accrue and carry forward any amount of annual leave for a period of two years from the date of entitlement.
7.1.4(b) If an Employee carries over leave and the two year carry-over period ends, an Employer may with the provision of reasonable notice, direct the Employee to take leave as long as that direction is reasonable.

7.1.5 With the consent of the Employer, annual leave may be:

7.1.5(a) taken in two or more separate periods; and/or

7.1.5(b) taken in advance, provided that where a workplace is closed, the Employee may choose to take the period of closure as either leave without pay or annual leave in advance.

7.1.6 Where the Employee requests payment in advance for the period of the annual leave, payment shall be made in advance, provided that at least four week’s notice is given to the Employer.

7.2 **Pro rata payment in lieu of accrued annual leave**

7.2.1 A Category A School Officer and a Category A or D School Services Officer, is entitled to a pro-rata payment of accrued annual leave on termination of employment.

7.2.2 A pro-rata entitlement to annual leave for the current year of employment shall be calculated on the following basis:

\[
\text{Number of weeks worked} \times 4 \times \text{employees weekly rate of pay} \div 48
\]

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

7.2.3 In addition to any payment calculated in clause 7.2.2 any other accrued annual leave for previous years shall be paid out as well.

7.3 **School holiday pay**

7.3.1 Subject to clause 7.4, a Category B School Officer and Category B School Services Officer is entitled to school holidays without deduction of pay. Such Employees will be deemed to have taken any entitlement to 4 weeks annual leave during their paid school holidays.

7.3.2 Subject to clause 7.4, a Category C School Officer and Category C School Services Officer is entitled to seven weeks of the school holidays without deduction of pay and will be deemed to have taken any entitlement to 4 weeks annual leave during this period.

7.4 **Pro-rata school holiday pay**

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

7.4.1(a) an Employee is employed for less than the school year and/or

7.4.1(b) an Employee is absent on approved unpaid leave in excess of fifteen days during the school year.

7.4.2 Pro-rata school holiday pay shall be calculated on the following basis:

7.4.2(a) Category B School Officers, Category B School Services Officers,

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

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

7.4.2(b) Category C School Officers or Category C School Services Officer.

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

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

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

7.5 **Variation of hours or nature of employment**

7.5.1 Variation of hours of part-time employment

If during a year, the number of hours of a part-time Employee are changed, in accordance with clause 30.6 there shall be a proportionate adjustment to amounts payable under clauses 7.1, 7.3 and 7.6.

7.5.2 Variation of full-time/part-time employment

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

7.6.1 An Employee who has an entitlement to paid annual leave or school holiday pay in accordance with clauses 7.1.1, 7.1.2, 7.3.1 or 7.3.2, shall receive a loading of 17.5% on four weeks pay at the Employee’s weekly rate of pay.

7.6.2 The leave loading shall be paid no later than within the last two working weeks of the school year, or at the time of termination of employment.

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

7.6.3(a) Category A School Officers, Category A and D School Services Officers.

\[
\text{number of weeks worked} \times 4 \times 17.5\% \times \text{Employee’s weekly rate of pay} \div 48
\]

7.6.3(b) Teacher, Category B School Officer, Category C School Services Officer.

\[
\text{number of weeks worked} \times 4 \times 17.5\% \times \text{Employee’s weekly rate of pay} \div 38
\]

7.6.3(c) Category C School Officer and Category C School Services Officer.

\[
\text{number of weeks worked} \times 4 \times 17.5\% \times \text{Employee’s weekly rate of pay} \div 45
\]

7.7 Casual employees

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

7.8 Category B School Officer and Category B School Services Officer recall

7.8.1 Notwithstanding clause 7.3.1 above, a Category B School Officer and Category B School Services Officer may be recalled to duty during school holiday periods up to a maximum of six days in each school year. Such days shall immediately follow the end of a term or immediately precede the beginning of a term except where there is agreement between the Employer and the Employee that the recall should occur at another time. The School Officer and Category B School Services Officer should be given as much notice of recall as possible but shall be given at least four working week’s notice of a recall, except in the case of an emergency where an Employer may not be able to give that notice and the Employee may not be able to comply with the recall. Part-time Employees are subject to the same recall on a pro rata basis.
7.8.2 From the commencement of the 2014 school year, where a Category B School Officer or a Category B School Services Officer attends for duty under clause 7.8.1, they will be paid an allowance equal to 72.47% of the Employee's daily rate of pay for each day that the Employee attends for duty.

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

7.10 Cashing Out of Untaken Annual Leave
A Category A and C School Officer or School Services Officer is entitled to forgo an entitlement to take an amount of annual leave credited to the employee by an employer provided:

7.10.1 the employee gives the employer a written election to forgo the amount of annual leave; and

7.10.2 employee shall be entitled to receive pay in lieu of the amount of annual leave at a rate that is no less than the amount that the employee would have been paid had they taken the leave that has been forgone.

7.10.3 the employer authorises the employee to forgo the amount of annual leave and this authorisation and election is recorded on the Employee’s record.
Note: If, under this paragraph, an employee forgoes an entitlement to take an amount of annual leave, the employee's employer may deduct that amount from the amount of accrued annual leave credited to the employee.

7.10.4 An employee is not entitled to cash out annual leave if the cashing out would result in the employee’s remaining accrued leave entitlement being less than 4 weeks.

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

9. CONTRACT OF EMPLOYMENT

9.1 General provisions
Subject to clause 25 - Termination of Employment and clauses 9.3 and 9.4 herein, employment under this Agreement shall be of an on-going nature, except for casual employees or where employment is for a specific period of time.

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

9.3 Employment for a specified period of time
9.3.1 Without limiting the generality of the following, in normal circumstances, employment for a specified period of time will only occur:
9.3.1(a) when the position to which the Employee is appointed is to undertake a specific project for which funding has been made available to the Employer for a specified period of time;

9.3.1(b) when the Employee is employed to undertake a specific task which has a limited period of operation;

9.3.1(c) when the Employee is employed for a specified period of time to replace an Employee who is absent on approved leave;

9.3.1(d) when the Employee is employed for a specified period of time to replace an Employee whose employment has terminated after the commencement of the school year and the demands of the program or organisation of the workplace require the employment of a person for a specific period of time, provided that the period of appointment must not exceed the end of that school year;

9.3.1(e) when the Employer has good reason to believe that, should the employee not be employed for a specified period of time, then a redundancy situation will arise, and provided that the period of appointment must not exceed the end of that school year;

9.3.1(f) when an Employee is employed as a Placed Teacher, New Arrivals Teacher, Primary Principal or School Adviser.

9.3.2 The Employer shall provide in the letter of appointment, for Employees covered by fixed term appointments, the reason for the employment being of fixed term duration and the date of commencement and the date of cessation of employment.

9.3.3 On application, after three school years, on a series of fixed term Appointments, an Employee will be given preference for any appropriate vacancy in that school, all other things being equal.

9.4 Advertisement of Vacant Positions

9.4.1 Whenever an employment opportunity arises for either:

(a) an ongoing full time or part time position
(b) a fixed contract position

the said position will be advertised internally within Kardinia.

9.4.2 If the employer deems that advertising a position externally, as noted in the above clause, is not warranted, it will still be required to be advertised internally.

9.5 Abandonment of employment

9.5.1 If an Employee has been absent from work for a continuous period exceeding five working days where the Employee:

9.5.1(a) has no entitlement to leave for the absence; or
9.5.1(b) does not have the consent of the Employer and has not notified the Employer of the absence, then the Employer shall have the right to commence the Abandonment of Employment procedure as noted below.

9.5.2 Procedure Step 1

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

9.5.2(a)(i) states that the Employee is absent without permission from the date of the last required attendance; and

9.5.2(a)(ii) advises that if the Employee, or an authorised representative of the Employee, does not contact the Employer in writing within ten days of receipt of the notice providing an explanation for the absence or if the Employee does not return to duty, then the Employee will be deemed to have abandoned his or her employment.

9.5.3. Procedure Step 2

9.5.3(a) If the Employee, or authorised representative of the Employee, does not comply with the requirements in clause 9.5.2(a)(ii), the Employer shall have the right to advise the Employee in writing that the employee's employment has been deemed to have been abandoned with effect from the later of:

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

9.6 Caring Responsibilities: Casual Workers

9.6.1 Subject to the evidentiary and notice requirements in 14.6.4(b) and (c), casual Employees are entitled to not be available to attend work or to leave work:

9.6.1(a) If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
9.6.1(b) Upon the death in Australia of an immediate family or household member.

9.6.2 The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

9.6.3 An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.
9.6.4 For the purposes only of this clause and by reason only of the method of and restrictions on the length of engagement provided for elsewhere in this agreement an Emergency Teacher is not a casual Employee.

9.7 Employer / Employee Flexibility Term

9.7.1 The Employer and employee covered by this enterprise agreement may agree to make an individual arrangement to vary the effect of terms of the agreement if:
(a) the agreement deals with one or more of the following matters:
   (i) arrangement about when work is performed
   (ii) overtime rates
   (iii) penalty rates
   (iv) allowances
   (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

9.7.2 An employee is entitled to a representative of their choice for the purposes of negotiating a flexible agreement under the terms of this clause.

9.7.3 The Employer and Employee must have genuinely made the agreement without coercion or duress.

9.7.4 The Employer must ensure that the terms of the individual flexibility arrangement:
(a) are about permitted matters under section 172 of the Fair Work Act 2009; and
(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
(c) result in the employee being better off overall than the employee would be if no arrangement was made.

9.7.5 The agreement between the Employer and the individual Employee must;
(a) be confined to a variation in the application of one or more of the terms listed in clause 9.7.1; and
(b) result in the Employee being better off overall than the Employee would have been if no flexibility agreement had been agreed to.

9.7.6 The Employer must ensure that the individual flexibility arrangement:
(a) is in writing; and
(b) includes the names the Employer and Employee and;
(c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
(d) includes details of:
   (i) the terms of the collective agreement that will be varied by the arrangement; and
   (ii) how the arrangement will vary the effects of the terms; and
   (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

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

9.7.8 The Employer or Employee may terminate the individual flexibility arrangement:
(a) by giving no more than 28 days written notice to the other party to the arrangement; or
(b) if the Employer and Employee agree in writing – at any time.

10. GRIEVANCE PROCEDURES

10.1 If a dispute relates to:
(a) a matter arising under this Agreement;
(b) the National Employment Standards; or
(c) any other work related matter;

this clause sets out the procedures to settle the dispute.

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

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

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

10.4 Fair Work Australia may deal with a dispute in 2 stages;
(a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair work Australia may then;
(i) arbitrate the dispute; and
(ii) make a determination that is binding on the parties.

The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

10.5 While the parties are trying to resolve a dispute using the procedures in 10.4 above, work shall continue normally in accordance with the custom or practice existing before the grievance arose, unless either party has a reasonable concern about an imminent risk to health or safety.

10.6 No party shall be prejudiced as to the final settlement by the continuance of work.
11. **DUE PROCESS**

11.1 **Concerns about conduct or performance**

11.1.1 An Employer who has concerns with the conduct or performance of an employee shall in the first instance hold discussions with the relevant employee. A record of these discussions shall be held. The Employee shall have the right to be accompanied by a nominee of the Employee in these discussions.

11.1.2 Should the employer still hold concerns regarding the Employee’s performance or conduct, following the discussions outlined above, the employer may initiate Due Process as outlined below.

11.2 **Instigating the Due Process**

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

11.2.1(a) the Employer’s concern about the Employee’s conduct or performance;

11.2.1(b) the proposed time, date and place of the Initial Meeting of the Due Process.

11.2.1(c) the period of the Due Process, stating the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline;

11.2.1(d) the forms of assistance and counselling as appropriate that will be provided by the Employer to help the Employee address and overcome the Employer’s concerns; and

11.3 **The Initial Meeting**

11.3.1 At the Initial Meeting:

11.3.1(a) the Employee shall be given an opportunity to seek clarification of any points raised in the Employer’s letter and to respond to the concerns raised; and

11.3.1(b) there shall be an attempt to reach agreement regarding the expected timeline of the total process, and the times and dates when review meetings will take place within the timeline.

11.3.2 The Employee shall have the right to be accompanied by a nominee of the Employee at this Initial Meeting and subsequent review meetings.

11.4 **Review Meetings**

11.4.1 At the review meetings during the period of Due Process:

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

11.5 Concluding the Due Process

11.5.1 At the end of the timeline, the Employer shall advise the Employee in writing as to whether:
11.5.1(a) the Employer's concerns have been satisfactorily addressed; and
11.5.1(b) whether sufficient progress has been made to conclude the Due Process, or whether the Employer intends to extend the period of the Due Process.

11.6 Following the conclusion of the Due Process, if the Employer's intended course of action is to terminate the Employment of the Employee, Clause 25 of the Agreement and the provisions of the FW Act apply.

12. HIGHER DUTIES ALLOWANCE

12.1 Teachers and school officers

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

12.2 School Services Officers

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

13. WORK ORGANISATION

13.1 An Employer may direct an Employee to carry out such duties as are reasonable within the limits of the Employee's skill, competence and training, consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

13.2 An Employer may direct an Employee to carry out such duties and use such equipment as may be required, provided that the Employee has been properly trained in the use of such equipment (where relevant).

13.3 Any direction issued by an Employer pursuant to provisions 13.1 and 13.2 shall be consistent with the Employer’s responsibilities to provide a safe and healthy working environment.
14. LEAVE WITH PAY

14.1 Examinations

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

14.2 Degrees and diplomas

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

14.3 Infectious diseases

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

14.4 Jury service

14.4.1 An Employee required under the Juries Act 2000 (Vic) to appear and serve as a juror in any court shall be entitled to be granted leave with pay for the period during which attendance at court is required.

14.4.2 An Employee must provide written proof to the Employer of the requirement to attend for jury service and an estimate of the duration of the absence from duty if given by the court.

14.4.3 Any payments made to the Employee by Court Authorities with respect to jury service by way of a prescribed rate of remuneration but excluding allowances shall be reimbursed to the Employer.

14.5 Community service

14.5.1 An employee who engages in a voluntary community service or emergency management activity under the Act, is entitled to be absent from their employment for a period if:

(a) the period consists of one or more of the following:
   (i) time when the Employee is engaged in the activity
   (ii) reasonable travelling time associated with the activity
   (iii) reasonable rest time immediately following the activity; and
(b) the Employee’s absence is reasonable in all the circumstances

14.5.2 In addition to an Employee’s entitlement under 14.5.1, an Employee, other than a Casual Employee, is entitled to up to three days paid leave on each occasion for which the Employee is absent from their employment in accordance with 14.5.1
14.5.3 An Employee must give their Employer notice of the taking of leave under this clause by the Employee. The notice:
(a) must be given to the Employer as soon as practical
(b) must advise the Employer of the period, or expected period, of the leave.

14.5.4 An Employee who has given their Employer notice of taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken because the Employee is engaging in a community service or emergency management activity under the Act

14.6 Personal leave – general provisions

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

14.6.1 Amount of paid personal leave:

14.6.1(a) Paid personal leave will be available to an Employee, when they are absent due to:

due to personal illness or injury (sick leave); or for the purposes of caring for an immediate family or household member who is sick and requires the employee’s care and support or who requires the employee’s care due to an unexpected emergency (carer’s leave).

14.6.1(b) Personal leave of fifteen days or 114 hours, will be available in the first and subsequent years of service. Part time Employees will receive pro rata entitlement.

14.6.1(c) In any year unused personal leave accrues at the rate of the lesser of:

14.6.1(c)(i) fifteen days sick leave per year less the amount of sick leave taken from the current year’s personal entitlement in that year; or

14.6.1(c)(ii) the balance of that year’s unused sick leave.

14.6.2 Immediate family or household

14.6.2(a) The entitlement to use personal leave for the purposes of carer’s leave is subject to the person being either;
14.6.2(a)(i) a member of the Employee’s immediate family; or

14.6.2(a)(ii) a member of the Employee’s household.

14.6.2(b) The term immediate family includes:

14.6.2(b)(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and

14.6.2(b)(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
14.6.2(b)(iii) as determined by the Principal

14.6.3 Personal leave for personal injury or sickness (sick leave)
An Employee shall be entitled to leave with pay when unable to perform
duties because of personal ill health or accident provided that:

14.6.3(a) at the commencement of employment, a full-time Employee shall
be entitled to fifteen days of sick leave, except where such an Employee
commences at a day other than the first day of the school year, in which case
such an Employee shall receive a pro-rata entitlement;

14.6.3(b) a full-time Employee shall have fifteen sick leave days added to
their entitlement at the beginning of each school year;

14.6.3(c) part-time Employees have a pro-rata entitlement to these fifteen
sick days calculated in hours per annum;
14.6.3(c)(i) entitlement per annum = hours employed per week x 3

14.6.3(d) any unused sick leave is fully cumulative.

14.6.3(e) Employees on fixed term appointments have a pro-rata
entitlement to these fifteen sick days, calculated as a proportion of the term
of the contract to a full year’s employment.

14.6.3(f) the Employer shall deduct from the Employee’s sick leave credit
to the limit of the credit available;

14.6.3(f)(i) any days or part days for full-time Employees; and

14.6.3(f)(ii) any hours for part-time Employees, when the employee has been absent.

14.6.3(g) the Employee shall produce a certificate of a registered health
practitioner or other evidence satisfactory to the Employer/principal for:

14.6.3(g)(i) any absence of more than two consecutive working days;

14.6.3(g)(ii) any absences where the number of sick days already taken
without the production of a certificate of a registered health
practitioner exceeds five working days in the one school year (as
defined);

14.6.3(g)(iii) any absence on the week day immediately before or
immediately after a public holiday so long as that week day
is a working day.

14.6.3(h) during an extended period of paid sick leave an Employee may be
required to produce a medical certificate every 28 days.

14.6.3(i) the Employee shall not be entitled to paid sick leave;

14.6.3(i)(i) where sick leave credits are exhausted; or
14.6.3(i)(ii) unless that Employee, or the authorised representative or the Employee, within at least two hours after the normal commencement time of that Employee, or as soon as reasonably practicable after that time, notifies the Employer of the Employee's inability to attend for duty and the estimated duration of the absence.

14.6.3(j) an Employee who is unable to perform duties because of personal ill health or accident, and where paid sick leave credits have been exhausted, shall be entitled to unpaid sick leave. This entitlement is subject to the production at least each 28 days of a certificate of a legally qualified medical practitioner or other evidence satisfactory to the Employer.

14.6.4 Personal leave to care for an immediate family or household member (Carer's leave)

14.6.4(a) Subject to 14.6.4(b) and (c) an Employee is entitled to use personal leave each year to care for members of their immediate family or household (as defined in clause 14.6.2) who are sick and require care and support or who require care due to an unexpected emergency.

14.6.4(b) Evidence supporting claim

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

14.6.4(c) Employee must give notice

The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

14.6.4(d) By agreement between an Employer and an individual Employee, the Employee may access an additional amount of their accrued personal leave for carer's leave as defined at 14.6.4(a) beyond the relevant limit set out above at 14.6.4(a). In such circumstances, the Employer and the Employee shall agree upon the additional amount that may be accessed.

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

14.6.4(f) Where an Employee has no entitlement to carer's leave (with or without pay) any request for leave for such purposes will be given due consideration by the Employer.
14.6.5 Compassionate Leave

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

14.6.5(a) Paid leave entitlement

14.6.5(a)(i) An employee, other than a casual Employee, is entitled to up to three days compassionate leave on each occasion on which a member of the Employee’s immediate family or household (as defined in clause 14.6.2) dies.

14.6.5(a)(ii) An employee, other than a casual Employee, is entitled to up to three days compassionate leave on each occasion on which a member of the Employee’s immediate family or household (as defined in clause 14.6.2) in Australia contacts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life. The taking of such leave can only occur once for each occasion of injury or illness and may be taken at any time during the injury or illness.

14.6.5(b) Unpaid leave entitlement

Where an Employee has exhausted all bereavement leave entitlements, the Employee will be entitled to three days unpaid bereavement leave.

14.6.5(c) Evidence supporting claim

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

14.7 Long Service Leave

14.7.1 The entitlement to long service leave is contained in Appendix 4 to this Agreement.

14.8 Sabbatical Leave

14.8.1 An Employee, other than a temporary or casual Employee, may apply to the Employer to participate in an agreed Sabbatical Leave arrangement. The Employer may grant such leave, as a form of leave without pay, taking into account the overall needs of the school. The agreement should be in writing setting out the period of the leave to be taken.

14.8.2 The agreed Sabbatical Leave arrangement will usually take the following form:

14.8.2(a) a 5 year agreement;

14.8.2(b) in the first 4 years wherein the Employer agrees, if requested by the Employee, to transfer some of the Employee's net salary (ordinarily 20%) into an account nominated by the Employee and established for the purpose of funding the Sabbatical Leave;
14.8.2(c) the 5th year as Sabbatical Leave commencing on the first day of Term 1 and continuing until the end of that school year.

14.8.3 The Sabbatical Leave year may be taken in conjunction with other forms of leave, such as Long Service Leave, provided that the period of leave does not exceed one year, unless the Employer and the Employee otherwise agree in writing.

14.8.4 For the purposes of all entitlements under the Agreement, the period of Sabbatical Leave shall be treated as Leave Without Pay taken and granted pursuant to Clause 15 of the Agreement.

14.8.5 Prior to the Sabbatical Leave commencing, if there are exceptional circumstances either the Employer or the Employee may withdraw from the agreed arrangement in which case one whole school term's notice in writing must be given setting out those exceptional circumstances.

15. LEAVE WITHOUT PAY

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

15.2 Leave without pay does not break continuity of service but is not to be taken into account in calculating the period of service for any purpose of this Agreement where the period of leave without pay is in excess of fifteen days in a school year.

15.3 Leave without pay diminishes the entitlement an Employee would otherwise have to School Holidays, annual leave and leave loading under this Agreement for periods of leave without pay in excess of fifteen days, in that school year, in direct proportion to the amount of leave without pay taken.

15.3.1 If an Employee is granted extended leave without pay, (i.e. four months or more) the question of the Employee's specific duties on return to work should be considered before the granting of such leave and any arrangements made should be documented. If no such prior arrangement is made, an Employee upon return to work shall be entitled to a position commensurate with their qualifications and experience in the case of Principals and teachers or at the same Level of Classification in the case of School Officers.

15.3.2 When an Employee is on extended leave without pay, the Employee shall confirm an intention to return to work between ten and seven working weeks prior to the expiry of the leave.

15.3.3 If no confirmation of an intention to return to work is received within seven working weeks prior to the expiry of the leave, the Employee shall not be entitled to return to duty until the notice prescribed in 15.3.2 above has been given in writing to the Employer. Provided that the Employer has the right to require that an Employee shall recommence duty either on the recommencement day originally approved or at the commencement of the next school term after the notice period expires or at any other time agreed by the Employer and the Employee. Such notice must be given prior to the expiration of the leave and must contain reasons why the required notice was not given in accordance with clause 15.3.2 above.
15.3.4 If an Employee does not provide written notice of a return to work in accordance with clause 15.3.2 and no arrangement has been made in accordance with clause 15.3.3, the Employer shall be entitled to apply, from the date of expiry of the approved leave without pay, the provisions of clause 9.5.

16. PARENTAL LEAVE

16.1 The entitlements to maternity, paternity and adoption leave in connection with the birth or adoption of a child for all Employees covered by this Agreement shall be as provided in Appendix 1 of this Agreement.

16.2 The entitlement to parental leave payment for eligible Employees covered by this Agreement shall be as provided in Appendix 1 of this Agreement.

17. PAYMENT OF WAGES AND ALLOWANCES

17.1 Timing

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

17.2 Method of payment

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

17.3 Statement

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

17.4 Error in payment

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

17.5 Remuneration packaging

An Employee, other than a temporary or casual Employee, may participate in Remuneration packaging. The Employer will nominate a Remuneration packaging company who will facilitate the packaging on behalf of the Employer and Employee.

18. PROTECTIVE CLOTHING

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

19.1 Standard days

19.1.1 An Employee shall be entitled to holidays on the following days:

19.1.1(a) New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

19.1.1(b) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen’s Birthday and Labour Day.

19.2 Holidays in lieu

19.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

19.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

19.2.3 When New Year’s Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

19.3 Additional days

Where in Victoria, public holidays are declared or prescribed on days other than those set out in clause 19.1.1(a) and 19.1.1(b) above, those days shall constitute additional holidays for the purpose of this agreement.

19.4 Substitute days

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

20. REDUNDANCY

20.1 Definitions, procedures and payments for redundancy are specified in Appendix 3

21. CASUAL RELIEVING EMPLOYEES

21.1 Definition

A casual relieving employee is a casual employee employed under the notification provisions of clause 21.2 of this Agreement or an employee who exceeded the duration of employment limits placed on casual employees in clauses 36.2.5, 42.4.4 and 47.4.5 respectively.

21.2 Notification

21.2.1 At the time of appointment, the Employer shall provide written advice to the casual relieving Employee, indicating:
21.2.1(a) the temporary nature of the employment;
21.2.1(b) the expected duration of the appointment; and
21.2.1(c) that the period of appointment can be varied at any time subject to
the return to work of the Employee being relieved.

21.3 Casual Relieving teachers

A casual relieving teacher may work the same hours as a full time teacher or part
thereof for a specified period of time greater than three consecutive weeks in any
one school year but less than ten consecutive working weeks.

21.4 Casual Relieving School Officers and School Services Officer

A casual relieving School Officer or School Services Officer may work the same
hours as a full time, school officer or school service officer, or part thereof for a
specified period of time greater than seven working weeks in any one school year
but less than ten consecutive working weeks.

21.5 Loading

21.5.1 A casual relieving Employee shall be paid a loading of 20 per cent on that
Employee’s salary in lieu of the following benefits:

21.5.1(a) Clause 6 - Accident make-up pay;
21.5.1(b) Clause 7 - Annual leave and school holiday pay and leave loading;
21.5.1(c) Clause 14.5 - Personal leave;
21.5.1(d) Clause 25 - Termination, except that clause 25.2 shall apply.

22. REPLACEMENT EMPLOYEES

22.1 Definition

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

22.2 Notification

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

22.3 Entitlements

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

22.3.1(a) Clause 6 - Accident make-up pay;
22.3.1(b) Clause 7 - Annual leave and school holiday pay and leave loading;

22.3.1(c) Clause 14.5 - Personal leave.

22.4 **Extension of the Replacement Period**

22.4.1 If a further replacement period or ongoing employment is offered, formal documentation must be provided to the employee.

22.4.2 Documentation as noted in point 22.4.1 above must be provided no later than 3 weeks prior to the replacement employees current employment period ending.

22.4.3 Once an employee has completed two or more Replacement Periods in accordance with this clause, they will be given a guaranteed interview for the next appropriate permanent position which becomes available.

23. **SERVICE CONTINUITY**

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

23.1.1 school holidays, annual leave or long service leave;

23.1.2 personal leave supported by any evidence required under the Agreement

23.1.3 an absence covered by the provisions of the WIRCA or the Transport Accident Act 1986 (Vic);

23.1.4 any other form of leave granted by the Employer;

23.1.5 any absence with reasonable cause, supported by evidence satisfactory to the Principal/Employer;

23.1.6 any interruption or termination of the employment by the Employer if such interruption or termination is made with the deliberate intention of avoiding the obligations imposed by this Agreement;

23.1.7 any interruption to the employment arising directly or indirectly from an industrial dispute;

23.1.8 All other absences from service shall break continuity of service.

23.2 In calculating a year of service the following shall be included:

23.2.1 school holidays, annual leave or long service leave;

23.2.2 personal leave to the extent of personal leave credits;

23.2.3 absences covered by the WIRCA make up pay;

23.2.4 absences covered by the Transport Accident Act 1986 (Victoria) to a maximum of six months;

23.2.5 leave granted with pay;

23.2.6 leave without pay up to a maximum of fifteen days in any one year;

23.2.7 All other absences shall be excluded.

24. **SUPERANNUATION**
24.1 **Entitlement**
All Employees, other than casual Employees or emergency teachers, unless entitled by virtue of the provisions of the Superannuation Guarantee (Administration) Act 1992, shall be entitled to have payments made into an approved Superannuation Fund, the choice of fund to be in accordance with clause 24.2.

24.2 **Choice of funds**

24.2.1 Within 15 days of commencement of service with an Employer, an Employee shall be entitled to elect to have the Employer’s superannuation contributions paid into the Employee’s account in an approved superannuation fund of their choice.

24.2.2 An Employee may vary the choice of superannuation fund only once in a twelve month period.

24.2.3 Should the Employee fail to notify the Employer of the Fund elected, within 15 days of commencement of service with that Employer, then the Employer may open an account on the Employee’s behalf with the Victorian Independent Schools Superannuation Fund, ‘VISSF’.

25. **TERMINATION OF EMPLOYMENT**

25.1 **Termination by the Employer**

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

25.1.1(a) summarily;

25.1.1(b) on notice, for reasons related to the Employee’s conduct or performance;

25.1.1(c) on notice, as a consequence of redundancy.

25.2 **Summary dismissal**

25.2.1 An Employer may terminate an Employee’s employment summarily where that Employee is guilty of serious misconduct, that is misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period.

25.2.2 In such cases salary shall be paid up to the time of dismissal only.

25.3 **Notice of termination by the Employer**

25.3.1 School Officers and School Services Officers

25.3.1(a) The Employer shall give to these Employees the following notice:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year but less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>
25.3.1(b) In addition to the notice in clause 25.3.1(a) Employees over 45 years of age at the time of the giving of notice who have not less than two years continuous service, shall be entitled to an additional week’s notice.

25.3.2 Teachers

25.3.2(a) The Employer shall give to the teacher the following notice:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 10 years</td>
<td>7 weeks, wholly within one term</td>
</tr>
<tr>
<td>10 or more years</td>
<td>12 weeks, 9 of which shall be working weeks</td>
</tr>
</tbody>
</table>

25.3.2(b) For the purposes of this clause working week includes any week during a school term as defined.

25.3.3 Payment in lieu of the notice prescribed in clause 25.3.1 and clause 25.3.2 shall apply if appropriate notice period is not given.

25.3.4 Employment may be terminated by the Employer giving part of the period of notice specified and part payment in lieu thereof.

25.3.5 Payment in lieu of notice is calculated by taking the amount of salary an Employee would have received on account of ordinary time which the Employee would have worked during the notice period if the Employee’s employment had not been terminated.

25.3.6 The period of notice in this clause shall not apply in the case of an Employee whose employment is for a specified period of time.

25.4 Notice of termination by the Employee

25.4.1 The notice of termination to be given by an Employee shall be:

25.4.1(a) the same as that required of an Employer in clause 25.3.1; or

25.4.1(b) seven weeks in the case of a teacher or Principal; or

25.1.1(c) any lesser period of notice agreed to by the Employer.

25.4.2 Where an Employee fails to give at least four weeks notice or in respect of School Officers and School Services Officers such lesser period of notice as the Agreement requires, the Employer shall, subject to the minimum requirements of the Australian Fair Pay and conditions standard, have the right to withhold from moneys due up to an amount equal to one week’s ordinary time rate of pay for each week of the required notice not given, up to a maximum of four weeks at the ordinary time rate of pay.

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

26. TRAVEL AND EVENING MEAL ALLOWANCES

26.1 Travel Allowance

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

26.2 Provision of an Evening Meal

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

27. TRADE UNION TRAINING LEAVE

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

(i) Taken at a time mutually agreed with the Principal
(ii) Limited to one day per year
(iii) Non-Cumulative

28. TRAINEESHIPS AND TRAINING WAGES

28.1 The Employer shall be able to employ persons under Traineeships. For the purposes of this clause, Traineeships means a system of training approved by The Victorian or Commonwealth Government, or which meets the requirements of a National Training Package developed by the National Industry Training Industry Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification as specified by that National Training Package.

28.2 A 'Trainee' is an individual who is a signatory to a training agreement registered with the relevant Victorian Training Authority and is involved in paid work and structured training which may be on or off the job. The term 'Trainee' does not include an individual who already has the competencies to which the traineeship is directed.

28.3 The Trainee can be employed on a full time or part time basis.

28.4 The Trainee can be employed up to, and including, a maximum period of 18 months. Traineeships are limited term employment.
28.5 The Trainee may be paid in accordance with the National Training Wage as specified in the Educational Services (Schools) General Staff Award 2010. All other conditions set out in this Agreement other than wages shall apply.

29. SUPPORTED WAGE

29.1 This clause defines special conditions for Employees with a disability.

29.2 An Employee with a disability shall be defined as an Employee who is qualified for a disability support pension as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

29.3 An Employee with a disability can be employed on a full time, part time, temporary or casual basis.

29.4 An Employee with a disability will be employed under the conditions of this Agreement, except for wage rates and classification structure which shall be whichever of the following is applicable:

- Australian Pay and Classification Scale;
- Modern Award rate; or
- Federal Minimum Wage where no Modern Award is applicable

29.6 In order to assess whether an Employee with a disability is able to perform the work required by the Employer, a trial period of 12 weeks shall occur. Except that in some circumstances a work adjustment period of up to four additional weeks may be required. If for whatever reason the Employer deems the Employee with a disability unsuitable for the position during the trial period then the Employee with a disability employment may be terminated without notice thus excluding the provisions of clause 25 of the Agreement.

30. INTRODUCTION OF CHANGE

30.1 Employer's duty to notify

30.1.1 Where an Employer has made a definite decision to introduce major changes in program, organisation, curriculum, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the Union.

30.1.2 To introduce a change to the regular roster or ordinary hours of work of employees

30.1.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

30.2 Employer's duty to discuss change
30.2.1 The Employer shall discuss with the employees affected and their union, inter
alia, the introduction of the changes referred to in clause 30.1, the effects the
changes are likely to have on employees, measures to avert or mitigate the
adverse effects of such changes on Employees and shall give prompt
consideration to matters raised by the Employees and, where relevant, the
Union, in relation to the changes.

30.2.2 The discussions shall commence as early as practicable after a definite
decision has been made by the Employer to make the changes referred to in
clause 30.1.

30.2.3 For the purposes of such discussion, the Employer shall provide in writing to
the Employees concerned and the Union, all relevant information about the
changes including the nature of the changes proposed; the expected effects
of the changes on Employees and any other matters likely to affect
Employees provided that any Employer shall not be required to disclose
confidential information the disclosure of which would be inimical to the
Employer's interests.

30.3 Appointment of a Representative

Relevant employees may appoint a representative for the purpose of the procedures in
this term

(a) A relevant employee appoints, or relevant employees appoint, a representative for
the purposes of consultation; and
(b) The employee or employees advise the employer of the identity of the
representative

The employer must recognise the representative.

30.4 Change to regular roster or ordinary hours of work

30.4.1 For a change referred to in paragraph 30.1.2

(a) the employer must notify the relevant employees of the proposed change; and
(b) subclauses 30.4.2 to 30.4.7 apply.

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

30.4.3 If:

(a) relevant employee appoints, or relevant employees appoint a representative for
the purposes of the consultation, and
(b) the employee or employees advise the employer of the representative;
the employer must recognise the representative

30.4.4 As soon as practicable after proposing to introduce the change, the employer must;

(a) discuss with the relevant employees the introduction of the change; and
(b) for the purposes of the discussion, provide to the relevant employees:
(i) all relevant information about the change, including the nature of the change; and
(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

30.4.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

30.4.6 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

30.4.7 In this term:

Relevant employees means the employees who may be affected by a change referred to in subclause (I).

31. EDUCATIONAL INITIATIVES

To facilitate the introduction of educational initiatives through pilot programmes that the Employer believes can lead to improved teaching and learning outcomes, the Employer will be able to determine alternative arrangements to those contained in this Agreement, save that no Employee shall be paid at a rate of pay less than those contained in this Agreement nor be required to perform an unfair, unreasonable or excessive workload. Prior to introducing a pilot programme the Employer will be required to develop a detailed proposal identifying the educational initiative/s, the duration of the programme, the desired outcome/s, the consequences for the workload of the staff concerned and the review and evaluation process. In order to implement any initiative under this clause the Employer will need the agreement of

31.1 a significant majority of staff affected and

31.2 the Union

32 PROFESSIONAL DEVELOPMENT

Kardinia International College shall make opportunities and resources available for all employees to become involved in Professional Development through programs provided in school and by outside agencies.

This will include specific programs to assist teachers with their Victorian Institute of Teaching requirements and School Officers and School Service Officers, with industry specific training relevant to their position.
PART 3 – TEACHERS: SALARIES AND SPECIFIC CONDITIONS OF SERVICE

33. WAGES, DEFINITIONS, ALLOWANCES AND WORKLOAD

33.1 Teachers

33.1.1 The classification structure with rates of pay for teachers is specified in Schedule 1 of this Agreement.

33.1.2 Teachers shall be paid at their appropriate classification subject to the provisions of clause 34, or as specified in part 3 of this Agreement.

33.2 Workload/Consultation

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

33.3 Hours of work

33.3.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

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

33.4 Non Attendance Time

33.4.1 A Teacher is not required or requested to attend at the College during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher’s role. The Teacher’s role is defined by the Employer.

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

33.4.3 Where a Teacher takes unpaid leave of more than ten days during Attendance Time or for a part only of a School Year, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the school Year will be calculated pursuant to the formula in 33.4.4.

33.4.4 If a Teacher’s employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

\[
\frac{\text{Number of weeks of Attendance}}{38} \times \text{Non Attendance Time} - \text{Non Attendance Time}\]

weeks already taken
34. TEACHER CLASSIFICATION STRUCTURE AND INCREMENTAL PROGRESSION

34.1 Structure

34.1.1 There are two levels of teachers, Level 1 has five steps and Level 2 has six steps. Teachers progress annually from T 1-1 through to T 2-6 subject to the provisions of this clause and Appendix 2.

34.1.2 Teachers shall, in conjunction with an Annual Review Meeting (clause 34.3) and years of experience (Appendix 2), progress to Level T 2-6.

34.1.3 The entry level for teachers with provisional or full registration pursuant to the Education and Training Reform Act 2006 is subdivision T 1-1 or at that subdivision as is commensurate with their years of experience (Appendix 2). Assessment on commencement of the subdivision at which a teacher commences will be made using the method set out in Appendix 2.

34.2 Additional Qualifications for Registered Teachers

a. With effect from the Commencement date of this Agreement, a teacher shall be entitled to advance up the incremental scale by one sub division if he or she has successfully completed a qualification of Masters degree or its equivalent or higher. Where a teacher obtains a second or subsequent Masters degree or equivalent or higher, they shall be entitled to advance a further subdivision in accordance with the provisions of this clause.

b. The qualification must be attained according to standards adopted and approved by Australian tertiary institutions and must be equivalent to at least one year of full time study.

c. The additional sub division shall only be granted from 1 February following the date on which the extra qualification was attained.

d. It is a requirement of this Agreement that the employee notify the employer in writing of the acquisition of additional qualifications together with the production of satisfactory evidence to this effect. Notwithstanding anything to the contrary an entitlement derived from the acquisition of additional qualifications shall not pre-date the date of notification.

34.2.4 Accelerated Advancement

A teacher may be considered for accelerated advancement up the incremental scale in their school in accordance with procedures determined by the employer.

34.3 Annual Review meeting

34.3.1 A teacher is required to participate in an Annual Review Meeting with the principal or the principal’s nominee. This meeting will be formative. The meeting will focus on affirming achievement and suggesting avenues for professional development.
34.3.2 During the year at Levels T 1-1 and T 2-1 the Annual Review Meetings should be used for a more substantial formative review of the previous years and renewal of the teacher’s performance for the future.

34.3.3 The Annual Review Meeting may not be used as a substitute for Due Process.

35. **PART-TIME TEACHERS**

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

35.2 A part-time teacher’s weekly rate of pay shall be assessed according to the appropriate formula clause 35.2.1 or clause 35.2.2:

35.2.1 Teachers of Primary Classes (as defined)

\[ \text{Periods} \times \text{the appropriate full-time weekly salary} + \text{allowance} \]

\[
\begin{array}{c}
25 \\
23
\end{array}
\]

35.2.2 Teachers of Secondary Classes (as defined)

\[ \text{Periods} \times \text{the appropriate full-time weekly salary} + \text{allowance} \]

\[
\begin{array}{c}
25 \\
23
\end{array}
\]

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

35.3 A part-time teacher in a Primary School shall be given a proportional amount of 2 hours release time for preparation and correction as given to a full-time teacher in that school.

35.4 A part-time teacher shall be expected to undertake a proportional number of duties normally expected of a full-time teacher in that school; e.g. yard supervision, staff meetings, etc.

35.5 **Additional hours**

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

35.5.2 Part time teachers who work ad hoc additional hours in accordance with Clause 35.5.1 of this Agreement will be paid a loading of 18% for each additional hour or part thereof. There will be no proportionate adjustments to other entitlements.
35.6 Variation of Hours

35.6.1 An Employer cannot vary the days and times of attendance of a part time teacher unless:

35.6.1(a) the teacher consents; or

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

35.6.1(c) In reaching the decision under clause 35.6.1(b) the school will consider the needs of the school, any risk to the Employees health and safety and the Employees family and personal circumstances.

35.6.2(a) Where the Employer proposes to reduce the hours of work of an employee, and Either:

(i) The reduction in working hours is significant; or
(ii) The Employee has had their hours of work reduced within the preceding two years, and the cumulative reduction in working hours is significant,

The Employee may either:

(i) Accept the proposed reduction in working hours; or
(ii) Elect to receive a severance payment

35.6.2(b) Where the Part time teacher elects to receive a severance payment, the Employer will pay this in accordance with Appendix 3 – Redundancy.

36. EMERGENCY TEACHERS

36.1 Definition

An emergency teacher is a casual employee appointed on an ad hoc basis for up to and including fifteen consecutive school days. An emergency teacher must be a registered teacher with the Victorian Institute of Teaching

36.2 Rate of Pay & Classification

36.2.1 An emergency teacher’s rate of pay and classification shall not be subject to clause 34.

36.2.2 An emergency teacher shall be paid at the rate specified in Schedule 1A of this Agreement.

36.2.3 For each day on which an emergency teacher is employed, that teacher shall be paid for three hours of work for the first three hours of work or part thereof and at the hourly rate for each subsequent hour or part thereof to a maximum of the daily rate
36.2.4 An emergency teacher is entitled to have payments made into an approved superannuation fund in respect of all hours worked, in accordance with Clause 24.

36.2.5 After fifteen consecutive school days of employment in the one school, and where the Employer wishes to extend the appointment, the teacher shall, for the remainder of the extended period, be classified and paid as a relieving teacher in accordance with clause 21 – Casual Relieving Employees, of this Agreement.

36.3 An emergency teacher shall not be entitled to any benefits pursuant to:

36.3.1 Clause 6 - Accident make-up pay;

36.3.2 Clause 7 - Annual leave and school holiday pay and leave loading;

36.3.3 Clause 14 - Leave with pay;

36.3.4 Clause 16 - Parental leave;

36.3.5 Clause 25 - Termination of employment;

36.3.6 Clause 33 - Wages Definitions, allowances and workload; and

36.3.7 Clause 34 - Teacher classification structure and incremental progression.

37. SCHEDULED CLASS TIME

37.1 Definition

37.1.1 Scheduled class time includes:

- all scheduled classes allocated to the teacher whether that class consists of a single student or a group of students
- any sport / activities sessions allocated to the teacher which are scheduled during normal class time
- scheduled tutor group duties for secondary teachers
- scheduled assemblies for primary teachers

37.1.2 While included in professional expectations the following are not part of scheduled class time:

- any sport sessions taken by the teacher outside normal school time
- staff meetings
- the time that teachers are expected to arrive and to supervise classrooms prior to the commencement and on completion of formal duties
- student recess and lunch breaks
- the time spent outside normal school time on school camps, excursions, etc.
- Yard supervision, bus duty etc
- extras
- the first 15 minutes per week or 150 minutes per term of school and house assemblies
37.2 Limits

37.2.1 A full time primary teacher will have a commitment of not more than 25 periods of face to face teaching hours per week.

37.2.2 A full time secondary teacher will have a commitment of not more than 23 periods of face to face teaching hours per week.

37.2.3 Part time teachers shall be allocated a pro rata amount of scheduled class time.

37.3 Variation of Limits

37.3. The limits on scheduled class time may be exceeded for individual teachers subject to:

agreement from that teacher

a reduced load in some other aspect of that teacher's duties

37.4 Averaging

37.4.1 The total scheduled class time per week, in clause 32.2 may be averaged over a 12 month period save that it cannot be more than 24 hours in any one week for Primary or 22 hours for Secondary.

37.5 Extras in Secondary

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

37.6 Teachers in their First Year of Experience

37.6.1 Primary teachers may be allocated a maximum of 24 periods of scheduled class time per week averaged over a 12 month period.

37.6.2 Secondary teachers may be allocated a maximum of 22 periods per week of scheduled class time averaged over a 12 month period.

38. POSITIONS OF LEADERSHIP

38.1 Structure and Appointment

38.1.1 The Employer will have the flexibility to determine its own structure with the Positions of Leadership pool arrangements.

38.1.2 The structure, as determined from year to year, will be presented to the Academic Council for sign off.

38.1.3 During Term 3 of each year, the Principal will advertise Positions of Leadership to all teaching staff.

38.1.4 All teaching staff who apply for positions will be granted an interview.
38.1.5 The Principal, after agreement from the Academic Council will select and appoint staff to the Positions of Leadership. All applicants for those positions will be notified prior to release to staff.

38.2 Allowances

38.2.1 A set allowance will be paid to each Position of Leadership. This will be determined by the Principal and ratified by the Academic Council.

38.2.2 An allowance can be either monetary, time release or both. Factors such as the number of students in individual areas, the level of responsibility, prior year allotments and generating career paths for staff should be taken into account when determining appropriate allowances.

38.3 Tenure

38.3.1 Positions of Leadership will be for a period of two years

38.3.2 Any extensions to the above clause must be approved by the Academic Council who will take into consideration the circumstances surrounding the Position of Leadership

38.3.2 Where an incumbent Position of Leadership holder resigns prior to the end of their tenure, the Principal may appoint a replacement to the position for the duration of the original appointment.

39. EXTRA CURRICULAR CONTRIBUTION

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

40. CAMP ALLOWANCE

40.1 Employees attending overnight curriculum based camps or other approved overnight camps, will be paid an allowance of $50 per night.

40.2 For overseas camps, save for clause 41 below, the allowance will be paid only where a teacher is required to fully supervise students and is required to stay with students as part of a student activity.

40.3 Camp allowances will be indexed against the increase in wage rates for the remainder of the certified agreement.

41. CHIANG MAI STAFFING

Employees that are involved in the Chiang Mai program will have an additional contract given to them which will set out terms and conditions specific to their Chiang Mai teaching duties.
PART 4 – SCHOOL OFFICERS: SALARIES AND SPECIFIC CONDITIONS OF SERVICE

42. APPOINTMENT

42.1 A School Officer shall be employed as either:

42.1.1 A Category “A” School Officer; or
42.1.2 A Category “B” School Officer; or
42.1.3 A Category “C” School Officer; or
42.1.4 A “Casual” School Officer.

42.2 Upon engagement the Employer shall appoint the School Officer to the appropriate classification Level as set out in clause 43 – Classification, based on the general work descriptions, the level of direction and supervision and the required duties. The pay subdivision within the Level will be determined by experience as set out in Appendix 2 and clause 45 -Experience. School Officers will be paid in accordance with the rates in Schedule 2. Special arrangements for new appointees at Level 3 apply for the life of this agreement and are set out in Appendix 2 - 3.2.

42.3 Upon engagement, the School Officer shall be given a letter of appointment which sets out the Level and the pay subdivision, together with the category of employment, the hours of duty, rate of pay, superannuation entitlements, long service leave provisions and any recall obligations for Category “B” School Officers. In the case of Category “C” School Officers, the weeks of leave for the one school year shall be specified upon engagement and at the start of the year.

42.4 For the purposes of this clause:

42.4.1 A Category “A” School Officer is one who normally works 48 weeks per year and receives four weeks paid annual leave per year in accordance with clause 7 - Annual leave and school holidays;

42.4.2 A Category “B” School Officer is one who normally works during the school term time only and receives paid school holidays in accordance with clause 7 - Annual leave and school holidays;

42.4.3 A Category “C” School Officer is one who normally works 45 weeks per year and receives seven weeks paid school holidays in accordance with clause 7 - Annual leave and school holidays;

42.4.4 A “Casual” School Officer is one who is employed for 35 or less consecutive days per school year.

43. CLASSIFICATION

43.1 School Officer Level 1

43.1.1 General work description

(a) Competency

Competency at this level involves application of knowledge and skills to a range of defined tasks, roles and contexts where the choice of actions required is clear.
(b) Judgement, independence and problem solving

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

(c) Direction

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

(d) Supervision

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

(e) Experience/Qualifications

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

43.1.2 Typical duties

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

43.1.3 Administration Services

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

43.1.4 Student Support

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

43.2 School Officer Level 2

43.2.1 General work descriptions

(a) Competency

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

(b) Judgement, independence and problem solving

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

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

(c) Direction

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

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

(d) Supervision

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

(e) Experience/Qualifications

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

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

43.2.3 Administrative Services

(a) providing administrative support to management personnel, including arranging appointments, diary and calendar management and preparing both confidential and general correspondence;
(b) liaising with, and managing enquiries from students, parents, employees and the general public;
(c) using computer software packages, including desktop publishing, spreadsheets, database and/or web software, at an advanced level;
(d) preparing government and statutory authority returns for authorisation;
(e) maintaining the College’s financial records including:
   (i) entering and retrieving financial data and preparing financial and management reports for review and authorisation;
   (ii) undertaking bank and ledger reconciliations;
   (iii) preparing financial documentation and data for the budget;
   (iv) maintaining accounting bookkeeping records
(f) preparing monthly summaries of debtors and creditors ledger transactions with reconciliations;
(g) reconciling school spending against budget
(h) applying inventory and purchasing control procedures;
(i) administering the personnel function for a school using a payroll data base, including:
   (i) maintaining personnel records;
   (ii) calculating and maintaining wage and salary records;
   (iii) providing standard information and advice to staff on salaries and basic details of their conditions of employment;
   (iv) calculating staff entitlements eg. Positions of leaderships, leave, benefits

43.2.4 Student Support

(a) assisting student learning, where discretion and judgement is required, including providing more individualised approaches and intervention strategies, and assisting in identification of learning needs and evaluation of progress under general supervision and direction of the Teacher;
(b) participate in the monitoring, evaluation and reporting of student learning and programs;
(c) work with students to enable them to use specialised augmentative communication and adaptive technology to enhance student access to the curriculum;
(d) under the general supervision and direction of teaching staff, undertake specialist assistance to students in specific learning areas eg. Languages, technology, arts;
(e) under the general supervision and direction of teaching staff, undertake learning support activities involving specialist cultural understanding and skills, eg.:

   (i) assisting students with classroom activities;
   (ii) supporting teachers to understand the educational, health and welfare needs of
Koori and refugee students;
(iii) acting as a cultural support person or mentor;
(iv) assisting in the delivery of culturally inclusive curriculum.
(f) providing basic support to students within defined principles and parameters;
(g) assisting in wellbeing programs.

43.2.5 Curriculum Resource Services

General

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

Specific to Library / AV Services

(a) performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks;
(b) maintaining, controlling, operating and demonstrating the use of audio visual equipment, where there is limited complexity, including assisting with audio and video recording;
(c) assisting students and teachers to use the catalogue and/or locate books and resource materials;
(d) explaining the function and use of library equipment to students;
(e) maintaining catalogues of recorded programs in accordance with established routines, methods and procedures;
(f) under direction, assisting teaching staff to take study groups;
(g) searching and identifying fairly complex bibliographic material
(h) answering ready reference inquiries
(i) operating a wide range of audio visual or computer equipment
(j) demonstrating and explaining the routine operations of audio visual, computer and other similar equipment;
(k) recording materials by means of sound and photographic equipment, etc.

Specific to Laboratory

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

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

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

43.3 School Officer Level 3

43.3.1 General work description

(a) Competency

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

(b) Judgement, independence and problem solving

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

Roles will generally have scope to undertake some or all of the following:
• Innovate within own function and take responsibility for outcomes
• Design, develop and test equipment, systems and procedures
• Participate in planning involving resources used and developing proposals for 
resource allocation
• Exercise high level diagnostic skills on sophisticated equipment or systems
• Analyse and report on data and experiments

(c) Direction

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

Supervision is present to review established objectives.
(d) Supervision

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

(e) Experience/Qualifications

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

43.3.2 Typical duties

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

43.3.3 Administrative Services

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

43.3.4 Student Support

(a) undertake specialist intervention strategies requiring advanced training and expertise;
(b) co-ordinating the work of a specialised unit;
(c) providing standard professional service within defined organisational parameters under general guidance from senior staff;
(d) providing professional reports requiring factual analysis, including assessments and recommendations for consideration by others;
(e) providing standard clinical professional services to students within the parameters of school policy and guidelines;
(f) conduct basic training and instruction related to the professional field for school colleagues;
(g) working as a provisionally Psychologist;
(h) actively working within and for the school community to assist in creating a culturally inclusive and supportive environment through such duties as:
(i) engaging actively with parents and local aboriginal or refugee communities, agencies and networks;
(ii) assisting in the professional learning of Teachers;
(iii) assisting the organisation of cultural activities.

43.3.5 Curriculum Resource Services

General

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

Specific to Library / AV Services

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

Specific to Laboratory

(a) providing technical assistance and advice, as requested;
(b) testing of experiments and demonstrating experiments with Teachers.

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

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

43.4 School Officer Level 4

43.4.1 General work description

(a) Competency

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

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

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

(b) Judgement, independence and problem solving

Roles will generally require Employees to be able to:
- Independently relate existing policy to work assignments and apply a specific body of knowledge to solve problems
- Use theoretical principles in modifying and adapting techniques

(c) Direction

Broad direction, working with a degree of autonomy.

(d) Supervision

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

(e) Experience/Qualifications

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

43.4.2 Typical duties

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

43.4.3 Administrative Services

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

43.4.4 Student Support

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

43.3.5 Curriculum Resource Services

General

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

Specific to Library / AV Service

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

Specific to Laboratory

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

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

(a) managing the development and effective operation of the computer systems within the school where there is a high degree of complexity and importance to the educational objectives to be achieved.
43.5 School Officer Level 5

43.5.1 General work description

(a) Competency

Competency at this level may include Level 1 - 4 competencies. In addition, competency at this level generally requires Employees to be responsible for program area development and implementation, to provide strategic support and/or advice requiring integration of a range of school policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.

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

(b) Judgement, independence and problem solving

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

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

(c) Direction

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

(d) Supervision

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

(e) Experience/Qualifications

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

43.5.2 Typical duties

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

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

43.5.4 Student Support

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

43.5.5 Curriculum Resource Services

General

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

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

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

43.6 Further Classification Information

(i) If an employer requests a School Officer to obtain a higher level of skill through a qualification, this request shall be put in writing. The letter shall include a guarantee that upon successful completion of the study, the School Officer shall advance to the appropriate higher level of pay.

(ii) possession of a qualification is not an automatic guarantee of classification at a particular level.

(iii) if the School Officer believes that the nature of the job has changed to such an extent as to warrant a reclassification, the School Officer shall apply to the Principal with supporting evidence. If a dispute arises as to the level of classification, Clause 10 – Grievance procedures shall apply.

43.7 Annual Review Meeting

43.7.1 A School Officer may be required to participate in an Annual Review Meeting with the Principal, or Principal’s nominee. Such a meeting will focus on affirming achievement and suggesting avenues of professional development.

43.7.2 Where a meeting is required an Employee shall be advised of the issues to be discussed within a reasonable time prior to the meeting.

43.7.3 The Annual Review Meeting may not be used as a substitute for Due Process (clause 11).

44. WAGES

44.1 Category A.

A full-time Category A School Officer shall be paid within the appropriate level specified in Schedule 2.

44.2 Category B
A Category B School Officer’s weekly rate of pay shall be calculated according to the following formula:
Category B weekly rate = Category A weekly rate x $\frac{48}{52}$

44.3 Category C

A Category C School Officer’s weekly rate of pay shall be calculated according to the following formula:
Category C weekly rate = Category A weekly rate x $\frac{50}{52}$

44.4 Part-time rate

A part-time School Officer’s weekly rate of pay shall be calculated according to the following formula:
Category A, B or C weekly rate = hours worked per week $\frac{38}{38}$

44.5 Casual rate

A Casual School Officer’s hourly rate of pay is calculated by taking the lowest pay subdivision of the appropriate classification level in clause 43.1, dividing by 38 and adding a loading of 33.3% to the nearest 10 cents. A Casual School Officer required to attend for duty by the Employer for less than two hours on any day must be paid for a minimum of two hours for any attendance.

44.6 Overtime or time in lieu

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

44.7 Time Off in Lieu of Payment for Overtime

44.7.1 An Employee with an entitlement under clause 44.6 may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

44.7.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate for overtime worked Monday to Friday, that is an hour for each hour worked.

44.7.3 An Employer shall, if requested by an Employee, provide payment at the rate provided for the payment of overtime in the Agreement for any overtime worked under sub-clause 44.6 (above) where such time has not been taken within four weeks of accrual.

44.8 Medical Support Allowance

A School Officer who is required to undertake specific training to support a student who has unstable health and/or complex health needs and the training is required to support that student daily in his or her school routine, shall receive the Medical
Support Allowance in Schedule 4 (full time) for the period that such support is provided.

45. **EXPERIENCE / NEW CLASSIFICATION STRUCTURE**

45.1 Experience and classifications will be assessed as set out in Appendix 2 – Salary Incremental Advancement and assessment of experience / classification.

46. **HOURS OF WORK**

46.1 A full-time School Officer is one whose ordinary hours of work are 38 in any one week.

46.2 A part-time School Officer is one whose ordinary hours of work are less than 38 hours in that school, not being a Casual School Officer.

46.3 A School Officer may, at the discretion of the Principal, be directed, among other things, to attend staff meetings, interviews and parent-teacher nights, provided that if the weekly hours for which one is employed are exceeded, then clause 44.6 of this Agreement shall apply.

46.4 School Officers shall be entitled to an unpaid meal break of at least 30 minutes. This meal break will be taken at a mutually convenient time provided that no more than five continuous hours are worked prior to the meal break. School Officers shall be entitled to school recesses without deduction of pay where these fall within the hours of the School Officer's employment. The timing of such recesses can be varied by mutual agreement.

46.5 Hours of work shall be between 8.00 a.m. and 6.00 p.m. of a week day except by mutual agreement.

46.6 Employees subject to clause 46 may elect, with the consent of their Employer, to work "make-up time", under which the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

46.7 Variation of hours

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

46.7.1 the School Officer consents; or

46.7.2 it can be demonstrated that such a variation is required as a result of a change in program, organisation, structure, technology or funding. In this case, seven weeks notice in writing shall be given by the Employer. In the absence of the required notice and provided that the change involves a drop in salary, the School Officer's salary will be maintained at its former level for the period of the notice not given.
PART 5 - SCHOOL SERVICES OFFICERS: SALARIES AND SPECIFIC CONDITIONS OF SERVICE

47. **APPOINTMENT**

47.1 A School Officer shall be employed as either:

47.1.1 a Category “A” School Services Officer; or
47.1.2 a Category “B” School Services Officer; or
47.1.3 a Category “C” School Services Officer; or
47.1.4 a Category "D" School Services Officer; or
47.1.5 a “Casual” School Services Officer.

47.2 Upon engagement the Employer shall appoint the School Services Officer to the appropriate classification level as set out in clause 48–Classification, based on the general work descriptions and level of direction and supervision and required duties.

47.2.1 Experience shall be assessed and incremental progression occur in accordance with the provisions of Appendix 2 of this Agreement.

47.3 Upon engagement the School Services Officer shall be given a letter of appointment which sets out the Level together with the category of employment, the hours of duty, rate of pay, superannuation entitlements and long service leave provisions. In the case of Category “C” School Services Officers, the weeks of leave for the one school year shall be specified upon engagement and at the start of the year.

47.4 For the purposes of this clause:

47.4.1 a Category “A” School Services Officer is one who normally works 48 weeks and receives four weeks paid annual leave per year in accordance with clause 7 - Annual Leave, School Holiday Pay and Leave Loading;

47.4.2 a Category “B” School Services Officer is one who normally works school term time only and receives paid school holidays in accordance with clause 7 - Annual Leave, School Holiday Pay and Leave Loading;

47.4.3 a Category “C” School Services Officer is one who normally works 45 weeks and receives seven weeks paid school holidays in accordance with clause 7 - Annual Leave, School Holiday Pay and Leave Loading;

47.4.4 a Category "D" School Services Officer is one who works during school term time only, receives four weeks annual leave and is stood down consistent with the provisions of clause 58 of this Agreement at other times;

47.4.5 a “Casual” School Services Officer is one who is employed for 35 or less consecutive days per school year.
48. CLASSIFICATION

48.1 Employees employed as School Services Officer Level 2 with effect from the first pay period on or after 1 May 2014 shall be reclassified to SSO Level 1. The entry level to the School Service Officer classification structure is Level 1. All other levels are as per the translation table in Schedule 3.

48.2 School Services Officer Level 1

(a) Qualifications and experience

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

(b) Typical roles and duties

Cleaner, Assistant to gardener, Assistant to building maintenance

(c) Direction and supervision

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

Roles at this level do not supervise

48.3 School Services Officer Level 2

(a) Qualifications and experience

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

(b) Typical roles and duties

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

(c) Direction and supervision

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

Roles at this level do not supervise

48.4 School Services Officer Level 3

(a) Qualifications and experience

Level 3 duties typically require a skill level which requires knowledge or training, such as; Trade certificate or Certificate III, Year 12 or a Certificate I or II with relevant experience and / or education / training or an equivalent combination or relevant experience and education / training.
(b) Typical roles and duties
Duties appropriate to a tradesperson or equivalent, Skilled Gardener, Building maintenance, Security, Domestic or Food services.

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

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

48.5 School Services Officer Level 4

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

(b) Typical roles and duties
Experienced tradesperson, Supervisor.

(c) Direction and supervision
Broad direction, working with a degree of autonomy.

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

48.6 School Services Officer Level 5

(a) Qualifications and experience
Level 5 requires experience and knowledge to manage or supervise the provisions of all services. Typically this is an experienced qualified tradesperson or has the knowledge / experience to manage the provision of services.

(b) Typical roles and duties
Experienced tradesperson, Manager.

(c) Direction and supervision
Broad direction, working with a degree of autonomy, this person would normally report to the Business Manager or Principal.

Roles at this level may be required to supervise all School Service Officers.
48.7 Further Classification Information

(i) If an employer requests a School Officer to obtain a higher level of skill through a qualification, this request shall be put in writing. The letter shall include a guarantee that upon successful completion of the study, the School Officer shall advance to the appropriate higher level of pay.

(ii) possession of a qualification is not an automatic guarantee of classification at a particular level.

(iii) if the School Officer believes that the nature of the job has changed to such an extent as to warrant a reclassification, the School Officer shall apply to the Principal with supporting evidence. If a dispute arises as to the level of classification, clause 10 shall apply.

49. WAGES

49.1 Category A

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

49.2 Category B

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

Category B weekly rate = Category A weekly rate \( \times \frac{48}{52} \)

49.3 Category C

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

Category C weekly rate = Category A weekly rate \( \times \frac{50}{52} \)

49.4 Category D

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

49.5 Part time Rate

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

Category A, B, C or D weekly rate = hours worked per week \( \times \frac{38}{38} \)

49.6 Casual Rate

A Casual School Services Officer's normal hourly rate of pay is calculated by taking the rate of pay of the appropriate Classification Level, dividing by 38 and adding a loading of 33.3% to the nearest 10 cents. A Casual School Services Officer must be paid for a minimum of 4 hours for any attendance.
50. HOURS OF WORK

50.1 Ordinary Full time Hours of Work

A full-time School Services Officer is one whose ordinary hours of work, exclusive of meal breaks, are 38 per week. Ordinary hours shall be worked in five days Monday to Friday inclusive between the hours of 7.00am and 6.00pm. By agreement between the Employer and an Employee the hours may be averaged over a four week period in accordance with clause 50.1.1.

50.1.1 Averaging of hours

An Employer and Employee may agree that the ordinary hours of work provided by the clause 50 will be worked as a 19 day, 115 hour month, in which case the following provisions shall apply:

50.1.1(a) Each Employee of the school subject to this Agreement shall work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.

50.1.1(b) Each Employee shall accrue 24 minutes for each 8 hour day worked by the employee to give the employee an entitlement to take a rostered day off.

50.1.1(c) Each day of paid leave taken by an Employee (but not including long service leave or any period of stand down, and any public holiday occurring during any cycle of four weeks) shall be regarded as a day worked for the purpose of accruing an entitlement under paragraph 50.1.1(b) of this subclause.

50.1.1(d) Rostered days off shall not be regarded as part of the employee's annual leave for any purpose.

50.1.1(e) Notwithstanding any other provisions of this subclause, an employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment.

50.1.1(f) Any Employee who is scheduled to take a rostered day off before having worked a complete four week cycle shall be paid a pro rata amount for the time that the Employee has accrued in accordance with paragraph 50.1.1(b) this subclause.

50.1.1(g) Any Employee whose employment is terminated in the course of a four week cycle shall be paid a pro rata amount for the time accrued by the Employee in the cycle in accordance with the said paragraph 50.1.1(b).

50.1.1(h) Rostered days off shall be scheduled by mutual agreement between the Employee and the school.

50.1.1(i) An Employee shall be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.

50.1.1(j) An Employee may, following the provision of notice and with the agreement of the Employer, substitute the day on which the Employee is scheduled to be rostered off duty for another day.
50.1.1(k) Any Employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 51 - Overtime, and shall also receive another rostered day off in lieu.

50.1.2 Preservation of Existing Arrangements

Averaging of hours arrangements entered into prior to the existence of this part of the Agreement can continue and do not require a new agreement from the Employer. In respect of existing employees who do not receive a rostered day off in accordance with the above arrangements nothing in this clause shall oblige an Employer to implement a 38 hour week with a rostered day off.

50.2 Part time hours

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

50.3 Notice of Hours

The Employer shall advise employees of the ordinary starting and finishing times of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the Employees. Such times shall not be changed without payment of overtime for work done outside these times, unless seven days' notice of any change is given by the Employer, provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the Employer and the Employee.

50.3.1 In determining whether changes to hours are necessary and in making such decisions Employers are required to take into account the needs of the school and the family needs and/or responsibilities of the relevant Employees.

50.3.2 Nothing in this clause prevents an agreement between an Employer and an Employee for the payment of hours additional to the usual hours at the ordinary time rate of pay where the total number of hours in that week is less than 38.

50.4 Employees subject to Clause 50 may elect, with the consent of their Employer, to work "make-up time", whereby the Employee takes time off during working hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

51. OVERTIME

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

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

51.2 Work on Saturday, Sunday and Public Holidays

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

51.3 Rest After Overtime

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

51.4 Time Off in Lieu of Payment for Overtime

51.4.1 An Employee with an entitlement under clause 50 may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

51.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate for overtime worked Monday to Friday, that is an hour for each hour worked.

51.4.3 An Employer shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Agreement for any overtime worked under sub-clause 51.4.1 (above) where such time has not been taken within four weeks of accrual.

52. SHIFT PENALTIES

52.1 Where an Employer requires an employee to work ordinary time on Monday to Friday, any part of which falls between the hours of 6pm and 7am, a penalty of 15%
shall apply for the whole shift, additional to the ordinary rate of pay.

52.2 Where from time to time an Employer requires an Employee to work ordinary time on Monday to Friday falling wholly within the hours of 6am and 7am (night shift) - a penalty of 15% shall apply for the whole shift, additional to the ordinary rate of pay.

52.3 Where, on an ongoing basis, an Employer requires an employee to work ordinary time on Monday to Friday which falls wholly within the hours of 6am and 7am (night shift) - a penalty of 30% shall apply for the whole shift, additional to the ordinary rate of pay.

52.4 Where an Employee wishes to work outside the spread of hours and this is not required by an Employer, the Employee must request such an arrangement in writing. In the event of such a request and written agreement by the Employer, shift penalty payments shall not apply. Where more than 5 days continuously are worked at the revised hours, the employee must give 2 day’s notice of reversion to the Employers’ required starting and finishing times.

53 BROKEN SHIFTS

53.1 A broken shift means working ordinary hours in separate periods of duty each day. Broken shifts may not be worked in more than two separate periods; each period may not be less than 2 hours duration. No broken shifts shall be rostered with a break of less than 2 hours. Rosters shall be arranged to avoid hours of work extending beyond 12 hours per day.

53.2 Employees working a broken shift shall be paid 15% additional to the ordinary rate of pay for all time worked.

54. ON CALL

54.1 An on call allowance will be paid to an Employee who is required by the Employer to hold themselves available to be recalled to work. For each period that the Employee is required to be on call, the Employee will be paid an allowance equal to:

(i) Two ordinary hours’ pay for each period of up to 24 hours which includes any part of a Saturday or Sunday; and
(ii) One ordinary hours’ pay for each other period of up to 24 hours

54.2 A School Services Officer recalled to work shall be paid for a minimum period of four hours.

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

55. MEAL BREAKS

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

Where a School Services Officer is required to work overtime in excess of one and a half hours on any day the Employee shall be paid the allowance set out in Schedule 4 or be supplied with a meal. Any Employee required to work more than five hours overtime shall be paid a further amount as set out in Schedule 3A or be supplied with a meal.

57. **TOOL ALLOWANCE**

Where an Employee is required to provide his or her own tools, the Employer must pay the allowance set out in Schedule 4.

58. **PROTECTIVE CLOTHING**

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

59. **SPECIAL PROVISIONS FOR CATEGORY D SCHOOL SERVICES OFFICERS DURING SCHOOL HOLIDAYS**

59.1 A Category D School Services Officer may be stood down on leave of absence without pay during any school holiday period when no work is available provided that:

59.1.1 such Employee shall be given as much notice as possible of the start and finish of any stand down period: notice must be at least two weeks and be in writing. Once notice is given, the stand down period shall not be varied unless by mutual consent between the Employer and the Employee;

59.1.2 where it is proposed that such Employee be stood down an Employer must on application approve the taking of any accrued annual leave or long service leave;

59.1.3 all periods of stand down during school holidays shall count as service for the purpose of this Agreement and for statutory purposes;

59.1.4 if appropriate work is available for such Employee during any period of stand down, the relevant Employee shall be offered such employment (whether on a full-time or casual basis) before any additional Employee is employed; the Employee who has been stood down may refuse the offer of employment without prejudice to his or her normal employment relationship.

59.2 For the purpose of the above sub-clause, "appropriate work" shall mean such work as is available that is capable of being performed by the employee. Remuneration for such work shall be at the rate of pay applicable to the work being performed.

59.3 No School Services Officer shall have his or her employment terminated on the grounds of work not being available due to school holidays.

59.4 Nothing in this clause shall operate to change the Category of employment of a School Services Officer which existed prior to the operation of this Part of the Agreement, except by agreement.
PART 6 – EARLY CHILDHOOD TEACHERS AND ASSISTANTS SALARIES AND SPECIFIC CONDITIONS OF SERVICE

60. CLASSIFICATIONS AND WAGE RATES

60.1 Definitions

60.1.1(a) “Early Childhood Teacher” is a person who holds a four year Early Childhood Teaching Degree or, as a minimum, a three year Early Childhood Teaching Degree or Diploma. (*Or equivalent as approved by the Victorian Branch of Early Childhood Australia)

60.1.1(b) Early Childhood Teachers, for the purposes of this clause, includes teachers who hold a Primary Teaching Degree or Diploma and who have been employed in the occupation of an Early Childhood Teacher, subject to this Agreement.

60.1.1(c) Persons employed in occupations other than that of Early Childhood Teacher and for which occupations a necessary condition of employment is to be qualified as an Early Childhood Teacher and undertake related duties shall be deemed for the purposes of this Agreement to be Early Childhood Teachers employed as such.

60.1.2 “Early Education Teacher” means an Early Childhood Teacher classified as a Graduate Teacher, an Accomplished Teacher or an Exemplary Teacher.

60.1.3 “Graduate Teacher” means an Early Childhood Teacher (as defined) who is a recent entrant to the profession; who undertakes the Roles and Responsibilities of a Graduate Teacher as set out in Section.

60.1.4 “Accomplished Teacher” means an Early Childhood Teacher (as defined) who has completed a minimum of two years experience (as defined at 60.1.6); who as a Graduate teacher has successfully completed 2 Professional Development and Enhancement Program processes and who undertakes the Roles and Responsibilities of an Accomplished Teacher as set out in Section.

60.1.5 “Exemplary Teacher” means an Early Childhood Teacher (as defined) who has completed a minimum of six years experience (as defined); who as an Accomplished teacher has successfully completed 4 Professional Development and Enhancement Program processes and who undertakes the Roles and Responsibilities of an Exemplary Teacher as set out in Section.

60.1.6(a) “Experience” for an Early Childhood Teacher means employment as an Early Childhood Teacher or employment in any occupation referred to in clause 60.1.1(c) of this Agreement and including experience credited under the Award and any previous Award shall continue to be credited with such experience at the equivalent level.

60.1.6(b) Experience includes:

relevant employment within Victoria, interstate and/or overseas.

employment in a subsidised play centre if such teacher is directed by the employer to work in that position.
time engaged in full-time studies in Early Childhood at an approved Tertiary Institution.

time engaged in studies in Early Childhood at an approved Tertiary Institution together with part time teaching.

time engaged in full or part-time employment in research, Advisory work or Lecturing in Early Childhood Education.

60.1.6(c) Satisfactory evidence, of relevant employment interstate and/or overseas, shall be provided by an employee. Such evidence may include a Statutory Declaration.

60.1.6(d) Any subsequent change to an employee’s classification, resulting from their application for reclassification on the basis of interstate and overseas experience, shall be operative from the date of the employees application.

60.1.7 “A Unit” consists of a Kindergarten or Pre School room used solely by one or two groups of children in any one day.

60.1.8 “A Double Unit” consists of two Kindergarten or Pre School rooms each of which is used solely by one or two groups of children in any one day.

60.2 Salary Adjustments and Wage Rates

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

60.3 Application for Advancement to Exemplary Level 3

60.3.1 An Early Childhood Teacher as defined at clause 60.1.1(a), holding, at least, a 3 year Early Childhood Teaching Degree or Diploma, employed at the College as an Accomplished Teacher, may proceed, at the commencement of this agreement, under the rules of progression as provided in Section 60.6 and 60.7 to Exemplary Level 3.

60.4 Entitlement to Increment

60.4.1 Definitions

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

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

“Informal activities” include, but are not limited to, professional networking and professional reading or research where this relates to early childhood education and a
report is prepared which summarises the reading/research covered. Provided that informal activities may comprise up to 25 percent of the activities undertaken in any year unless the employer agrees in writing to a greater alternate allocation.

60.4.1(b) “a day” shall be of 7.6 hours duration.

60.4.1(c) “pro-rata” shall be determined proportionate to the ordinary hours of work for a full-time employee.

60.4.1(d) “incremental anniversary date” means the date on which 12 months service has been completed since the date of the employees’ last increment, provided that the required quantum of professional development, as specified within this clause, has been completed.

60.4.1(e) "service" for the purpose of this clause includes all paid leave.

60.4.1(f) “child free day” means a day on which an employee is ordinarily employed and which includes rostered teaching time or a combination of rostered teaching time and non-teaching time/management support ancillary time irrespective of proportion of teaching and non-teaching time/management support time. A day on which an employee is ordinarily employed and which includes only rostered non-teaching time and/or management support/ancillary time shall not constitute a childfree day.

32.6.1(g) “Authorised Validator” means the Principal of Kardinia International College.

60.5 Context, Commitments and Principles

The Parties have developed this arrangement within the context of the following commitments and principles.

The Parties to this agreement:

are committed to ensuring that quality teaching and learning is of the highest priority and equally available to all.

acknowledge the essential link between the involvement of parents in the child’s educational experience and improved learning by the child.

recognise that on-going professional growth of teachers is linked to high quality early childhood education and improved learning opportunities for children.

recognise the importance of a commitment by employers to support and encourage professional development particularly in relation to the provision of high quality programs.

recognise that early childhood teachers have a responsibility to identify their own developmental needs and to undertake continuous learning as a teacher in order to enhance their knowledge and skills and maintain the teaching standards for early childhood teachers.

Employees shall progress through the classification structure through a combination of completion of appropriate Professional Development and validation against the Professional Standards.
60.6 INCREMENTAL PROGRESSION WITHIN EACH CLASSIFICATION

60.6.1 Eligibility for Increment – Early Childhood Teacher

60.6.1(a) Progress through the levels within a classification range (Graduate, Accomplished or Exemplary) shall be on the basis of the completion of 12 months service and the required quantum of professional development as provided in 60.6.3.

60.6.1(b) From the date of certification of this agreement, in determining the total time to qualify as service for the next increment in the case of an Early Childhood Relief Teacher as defined, including a Replacement Employee, periods of employment of less than four weeks in any one kindergarten shall not be taken into account.

60.6.2 A shared contribution to professional development

Consistent with the principles articulated at 60.5, both employees and employers will contribute to the achievement of the professional development objectives determined by employees in consultation with their employer. It is acknowledged that teachers make a contribution of their own time and resources and that in addition to the provision of paid time for teachers to undertake professional development, as provided at 60.6.5, employers may reimburse or meet part or all of the costs of professional development.

60.6.3 Professional Development Quantum

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

60.6.4 Child free days

60.6.4(a) Within the 4 professional development and enhancement program days, provided for at 60.6.3, there shall be at least 2 child free days (pro-rata for part-time employees).

60.6.4(b) The determination of professional development activities undertaken on the 2 child free days shall be established within the context of the objectives contained within employees’ professional development and enhancement plans.

60.6.4(c) An employer may utilise one of the two childfree days for a formal professional development activity such as a staff conference. Employees will be expected to attend the employer’s professional development day if it is the employees’ allocated child free day. The employer when determining the program for that day shall consider the professional development objectives of their employees.

60.6.4(d) An employee, when determining the professional development activity for the second child free day, may choose to participate in additional employer provided professional development of the nature referred to on 60.6.4(c), should this be available. However they are not obliged to do so and may participate in other
professional development activities that meet their agreed professional development objectives in consultation with the employer.

60.6.5 Identifying appropriate professional development

60.6.5(a) Employees should identify professional development and enhancement activities to be undertaken which relate to their identified objectives determined in consultation with their employer, support their learning and improve their capacity to undertake their role effectively.

60.6.5(b) In establishing their plan and identifying appropriate professional development and enhancement activities, the employee shall be aware that in developing their professional development and enhancement plan they shall take into account:
(a) their professional and work related goals
(b) their professional learning and training need in the context of skill development and acquisition and the interim teacher standards
(c) the particular needs of the children and families within the service.
(d) the organisational needs of the employer

60.6.6 Scheduling the PD days

60.6.6(a) An employer, if electing under the provisions of 60.6.4(c) to conduct a staff professional development activity (such as a conference) utilising one child free day shall, determine the scheduling of that day in consultation with staff.

60.6.6(b) An employee, when scheduling one or more of the child free days, subject to 60.6.4(c) and (d) above, shall advise their employer of the professional development activity they seek to undertake and seek their employer’s approval of the scheduling of that day/s to ensure that the professional development does not interrupt the kindergarten program. Approval shall not unreasonably be withheld.

60.6.6(c) In scheduling the remaining professional development activities the employee may use unpaid time but may also use paid time provided they do not disturb teaching time beyond that provided for in 60.6.6(a) and 60.6.6(b) above. Provided further, where professional development activities occur in non-teaching time, the non-teaching and/or ancillary duties normally performed in this time will be undertaken by the employee without disturbing teaching time or imposing any obligation on the employer in respect of total paid hours.

60.6.7 Where an employee fails to complete the PD

60.6.7(a) Where an employee fails to complete the required quantum of professional development within the relevant period, her/his incremental progression may be deferred for periods of up to three months at a time in order to provide the opportunity for the employee to complete the required professional development. Any deferral should be documented by the employer in writing and a copy provided to the employee. On the completion of the required professional development the increment shall proceed from that date after suitable documentary evidence is provided to the employer. This date becomes the employees’ new incremental anniversary date.

60.6.7(b) The Parties acknowledge that situations may arise where the failure to undertake the
required quantum of professional development may be for reasons beyond the control of the employee and which directly affect the capacity of the employee to undertake their professional development activities, such as, but not limited to, extended absences on paid sick leave. In such cases where requested by the employee in writing within three months of the end of the incremental year, the employer will provide the employee with an opportunity to undertake the quantum of professional development within a further period of three months. Provided the employer subsequently deems the employee to have met the requirements, any increase in wage rates will be backdated to the employee’s incremental anniversary date.

60.6.7(c) The Parties acknowledge that situations may arise where employees are unable to undertake the required quantum of professional development due to continuous paid absences of illness or injury during the entire incremental year. In this case the employer will seek to ensure the employee is not disadvantaged in relation to an entitlement to increment.

60.6.8 Grievance resolution

Where an employee feels aggrieved about any decision undertaken throughout the process outlined in this clause, the employee may appeal that decision through the processes as provided within Section 10 Grievance Procedure.

60.7 PROGRESSION BETWEEN CLASSIFICATION LEVELS

60.7.1 No more than six months prior to their eligibility for reclassification, a teacher may submit a ‘Notice of Intention’ to apply for validation. A copy of this shall be provided by the teacher to the employer.

60.7.2 The teacher will prepare all relevant evidentiary material and documentation pertinent to the standards for the classification into which they seek to be reclassified. This information shall be utilised in the ‘Application for Validation’ to detail how the required standards have been met.

60.7.3 When ready to commence the validation process, and no less than three months prior to their incremental anniversary date, the teacher shall complete and submit the ‘Application for Validation’. Notwithstanding, the teacher may withdraw the application at any time. Where a teacher elects to do so, they shall advise their employer in writing of this decision.

60.7.4 The validator shall undertake a review of the material provided by the teacher in the context of the relevant standards. Having determined whether, in the validators’ view, the teacher has met the standards, the validator shall complete the ‘Validators Section’ of the ‘Application for Validation’, indicating their recommendations.

60.7.5 Where the recommendations of the validator unanimously endorse the application for reclassification, the validator shall confirm reclassification in writing to the teacher. The teachers’ salary shall be adjusted from their incremental anniversary date.

60.7.6 Notwithstanding the provisions of 60.7.5, where an ‘Application for Validation’ is submitted less than 3 months prior to the teachers’ incremental anniversary date,
reclassification and the associated salary adjustment shall be delayed by the same period.

60.7.7 Extensions of time

60.7.7(a) A once only extension of time of up to 4 weeks may be provided by a validator where, having considered the ‘Application for Validation’, the validator determines that particular requirement(s) have not been met by the teacher. Confirmation of the extension of time shall be provided in writing by the validator to the teacher.

60.7.7(b) Where an extension of time is provided, the validator shall provide the teacher with specific information and reasons about the particular standard(s) that have not been met and the teacher shall address these specific issue(s).

60.7.7(c) On or before the expiry of the extension period, the teacher shall provide to the validator a second submission of evidence to support their application for reclassification.

60.7.7(d) The validator shall undertake a review of the second submission provided by the teacher in the context of the particular standard(s) previously determined not to have been met.

60.7.7(e) Having determined whether, in their view, the teacher has now met the standards, the validator shall complete the ‘Validators Section’ of the ‘Application for Validation’, indicating the validators’ recommendation.

60.7.7(g) Where the recommendations of the validator unanimously endorse the application for reclassification, the validator shall confirm reclassification in writing to the teacher. The teachers’ incremental anniversary date shall be adjusted by the period of the extension of time and the salary increased from that date.

60.7.8 Non-recommendation for reclassification

60.7.8(a) Where an employee feels aggrieved about the validation process or the reclassification decision, the employee may appeal that decision through the processes as provided within Section 10 Grievance Procedure.

60.8 Application of Incremental Range Following Re-employment

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

60.9 Proof of Qualification and Movement to Appropriate Increment Range

60.9.1 Early Childhood Teachers who hold a 3 year qualification as provided at 60.1.1(a), who are employed within the Early Childhood Teacher classification (Graduate or Accomplished Levels) and who produce proof of their successful completion of a course leading to a four year Early Childhood Teaching Degree* shall be entitled to move to the next level in the Early Education Teacher classification from the date
upon which this proof was produced to the employer. (*Or equivalent as approved by
the Victorian Branch of Early Childhood Australia)

Provided however that where movement to the next level in the Early Childhood
Teacher classification would require reclassification to the next range progression
shall be subject to the successful completion of the validation process as provided for
in clause 60.7 This operative date shall take into account all previous service
recognised under this Agreement.

Further they shall be eligible to progress under the provisions of clauses 60.6 and 60.7
to Exemplary Level 3-4.

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

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

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

60.10 Emergency Teacher

For an Emergency Early Childhood Teacher, as defined, payment shall be a minimum
payment of 3.5 hours on any one day as per the wage rates under Schedule 5.
The hourly rate shall be based on level 1.2 plus a 20% loading. This loading shall be
in lieu of the benefits of Section 7 Annual leave and school holiday pay and leave
loading and Section 14 Leave with pay.

32.12.2(a) Hours of duty shall be determined according to the following:

32.12.2(a)(i) time allocated as Teaching Time; plus

32.12.2(a)(ii) time allocation for Non-teaching Time this being 25% of Teaching
Time to undertake Program Support functions.

60.11 Additional Hours – Permanent Part-time employees

60.11.1 A permanent part-time teacher is engaged in a permanent position to work less than
full-time hours in accordance with this agreement.

60.11.2 A permanent part-time teacher may agree, but shall not be compelled, to work
additional hours for their employer to provide emergency replacement up for a period
of up to and including 4 days provided that in doing so their hours do not exceed the
equivalent of a full-time employee.

60.11.3(a) Hours of duty shall be determined according to the following:
60.11.3(a)(i) time allocated as Teaching Time; plus

60.11.3(a)(ii) time allocation for Non-teaching Time this being 25% of Teaching Time to undertake Program Support functions.

60.11.4 A teacher undertaking additional hours as an emergency teacher under the provisions of this clause shall be paid at their normal rate of pay (according to Schedule 5) with a 20% loading. This loading shall be in lieu of the benefits of Section 7 Annual leave and school holiday pay and leave loading and Section 14 Leave with pay.

Provided however any such payment shall not be at a rate lower than that applicable to an employee engaged under the provisions of clause 32.10.

61. PAYMENT FOR UNDERGRADUATE TRAINING

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

62 – HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

62.1 Early Childhood Teachers Arrangement of Hours

62.1.1 Definitions

62.1.1(a) “Teaching time” means all time spent performing teaching duties whilst children are in attendance.

62.1.1(b) “Non-teaching time” means all time spent performing duties related to teaching whilst children are not in attendance.

62.1.1(c) “Management Support/Ancillary” time means all time spent performing Management Support/Ancillary functions.

62.1.1(d) “Essential functions”, those tasks designated as essential for an Early Education Teacher to perform.

62.1.1(e) “Non-essential functions”, those tasks designated as not essential for an Early Education Teacher to perform.

62.1.1(f) “Teaching duties” are essential functions and are the performance of duties whilst the teacher is in attendance with children in a kindergarten/preschool program and includes tasks such as: face to face teaching of children, routines, observations, supervision of other adults, maintenance of legal and health requirements, training undergraduates.

62.1.1(g) “Non-teaching duties” are essential functions and consists of the following components:
62.1.1(g)(i) “Program Development” which may consist of tasks such as program planning, individual records, evaluation of teaching program, training undergraduates.

62.1.1(g)(ii) “Program Support” which may consist of tasks such as: preparation of the learning environment including materials and equipment, parent education and discussion, immediate planning and evaluation of teaching tasks.

62.1.1(g)(iii) “Administration of the kindergarten program” may consist of tasks such as: travel, dealing with visitors, ordering and purchasing program materials, supplies and equipment, data collection, and reports, performance reviews, submissions, participation in a review of preschool quality assurance.

62.1.1(g) “Management Support/Ancillary functions” are non-essential functions and are related to the management/administration of the service and include tasks such as: administration of the enrolment system, arrangement of multi-use of centre, administration of payroll system, purchasing of non-program consumables, supervision of maintenance staff, arrangement of relief staff, additional supervision of children outside designated child attendance periods, general administration of the service, tasks related to the organisation of an excursion.

62.1.2 Weekly Hours

The hours of a week’s work will be:

38 hours for a full-time Early Education Teacher and pro-rata for a part-time Early Education Teacher.

62.1.3 Total Hours of Employment

62.1.3(a) The total hours of employment for an Early Education Teacher consists of:
- Teaching time, and
- Non teaching time, and
- Management Support/Ancillary (where allocated).

62.1.3(b) The employer will determine the duties to be allocated to an employee and the time to perform the duties, including teaching and non-teaching duties.

62.1.3(c) The employer shall provide in writing to the employee a statement of the employee’s total paid hours into Teaching time, Non-teaching time and, where allocated, Management Support/Ancillary time.

62.1.4 Implementation of Arrangement of Hours

In implementing the Arrangement of Hours, priority will be given to increasing the teaching time of staff over any options available under this Agreement. However, the employer reserves the right to allocate identified Management Support/Ancillary functions in accordance with this clause.

The provisions of the Arrangement of Hours will be applied across a 76 hour fortnight provided that the specified proportions of Teaching and Non-Teaching time are maintained.
62.1.5 Teaching and Non-teaching

62.1.5(a) The employer shall recognise the professional responsibility of an employee to determine the specific functions and time management within these hours of working order to provide a quality educational program for children.

62.1.5(b) In order to undertake tasks related to teaching, a qualified Early Childhood Teacher appointed by the employer to be responsible for the planning and implementation of the early childhood education program, will be entitled to:

30 minutes non-teaching time in addition to each hour allocated to teaching time to a maximum of 25.5 hours teaching time per week provided that a full-time employee who is teaching 25.5 hours per week will receive 12.5 hours per week non-teaching time.

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

62.1.6 Management Support/Ancillary

Where an employer decides to allocate Management Support/Ancillary functions, a written list of those functions shall be provided to the employee and an appropriate time allocation will be made. Where these functions or time allocations change, the employer will update this list of functions provided to the employee. Where required the necessary training shall be provided during paid time or in accordance with Clause 62.4.

62.1.7 Rosters

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

62.2 Hours of work and caseload

62.2.1 Definitions

62.2.1(a) "Caseload" means the total number of children per week attending in both three and/or four year old kindergarten groups for which an Early Childhood Teacher has teaching responsibility in a kindergarten program.

62.2.1(b) "Group size" means the number of children in a kindergarten program for whom an Early Childhood Teacher has teaching responsibility at any one time.
62.2.2 Preamble

The parties agree that there should be established some parameters regarding the maximum number of children for whom a teacher is responsible in a week in kindergarten programs.

The parties recognise that:
* High quality programs are characterised by the quality and frequency of the teacher/child interactions and by the individualised planning by the teacher for those children, and
* There can be an inequity of workload for teachers due to factors such as the length of child contact hours, expansion of three year old groups and the need for centres to ensure they offer a viable and affordable service.
* An inequity of workload can exist for Early Education Teachers due to such factors and this can include part time teachers.

It is therefore the desire of the parties to continue to improve the educational outcomes for young children by establishing maximum caseloads for Early Education Teachers.

This goal is set in the context of ensuring the continuation of viable kindergarten services.

62.2.3 Caseload for Full-time Employees

62.2.3(a) Employed in four year old kindergarten programs.

The caseload for a full time Early Childhood Teacher with responsibility solely for a four year old kindergarten program shall not exceed 60 children, and may be set within the range of 54 – 60 children as noted in 62.2.3(c) below.

62.2.3(b) Employed in both four and three year old kindergarten programs.

The caseload for a full time Early Childhood Teacher with responsibility for both four year old and three year old kindergarten program groups shall not exceed 75 children, and may be set within the range of 69- 75 children as noted in 62.2.3(c) below.

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

62.2.4 Caseload Range for Part-time Employees

62.2.4(a) The caseload for part time Early Childhood Teachers shall be determined in accordance with the caseload range in 62.2.4(b), taking into account the recommended ratios in 62.2.4(c) to 62.2.4(e).
62.2.4(b) Caseload Range

<table>
<thead>
<tr>
<th>Hours of Work</th>
<th>Only Four Year Old Kindergarten Groups</th>
<th>Both Four and Three Year Old Kindergarten Groups</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.5 to 38 hours</td>
<td>45 to 58 children</td>
<td>56 to 74 children</td>
</tr>
<tr>
<td>19 to 28.5 hours</td>
<td>30 to 44 children</td>
<td>38 to 56 children</td>
</tr>
<tr>
<td>9.5 to 18.5 hours</td>
<td>15 to 29 children</td>
<td>19 to 37 children</td>
</tr>
</tbody>
</table>

62.2.4(c) The caseload for a part-time Early Childhood Teacher working solely with four year old kindergarten groups shall be determined in accordance with the table above and giving consideration to the recommended ratio of 38 minutes for each enrolled child thereafter.

62.2.4(d) The caseload for a part-time Early Childhood Teacher working both with four year old and three year old kindergarten groups shall be determined in accordance with the table above and giving consideration to the recommended ratio of 30.4 minutes thereafter.

62.2.4(e) Notwithstanding clause 62.2.4(d) above, where a part-time Early Childhood Teacher has responsibility for one four year old kindergarten group and one three year old kindergarten group attending once per week for less than 4 hours per week, the recommended ratio of 23.75 minutes employment per enrolled child may be utilised.

62.2.4(f) The caseload for a part time Early Childhood Teacher with responsibility solely for one four year old kindergarten group shall not exceed 30 children and may be set within the range of 27 - 30 children.

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

62.2.5 Variations and Exceptions

62.2.5(a) The caseload of an Early Childhood Teacher may be varied outside the relevant caseload range as exceptions, where there is mutual consent by the employer and employee or where necessary, for example, in circumstances such as isolated/rural centres and service viability.

62.2.5(b) Where such an exception occurs as in 62.2.5(a) above the rationale for and duration of such exception shall be documented and a copy provided to the employee(s).

62.2.6 Group Size

The employer, when establishing the group size for an employee shall:

62.2.6(a) give consideration to the principles contained within the preamble to these provisions; and
62.2.6(b) not exceed a maximum of 30 four year old children or 23 three year old children giving consideration to the factors identified at clause 62.2.4(g) and exceptions identified at clause 62.2.5(a) above.

62.3  Rescheduling of Hours of Work

62.3.1 Where an employer requires an employee to attend one of the following professional meetings and this cannot occur during the employee’s rostered hours of work, the employee may elect to reschedule hours other than Teaching time. This will normally occur within four weeks of the meetings listed below. Unless otherwise agreed by the employer and employee, approved meetings for the purposes of this clause are:

62.3.1(a) professional consulting meetings with specialist children’s services professionals relating to the needs of a particular child who attends the kindergarten program;

62.3.1(b) professional meetings with regional teachers;

62.3.1(c) staff meetings organised by the employer.

62.3.2 The employee shall obtain the prior consent of the employer in the rescheduling of this non-contact time component of their ordinary hours of work and shall be taken as one hour of non-contact time for each hour required in attendance at the above meetings. Where the employer allocates Management Support/Ancillary functions which require training, rostered hours of work may be rescheduled in accordance with this clause.

62.3.3 Where an employee genuinely reaches agreement with an employer to vary the provisions of the break between attendance times as provided for in clause 65.1.1(c) or in relation to the break from teaching duties as provided for in clause 65.1.2(b) the balance of time referred to in these clauses shall be rescheduled within the week in which the variation occurs.

62.3.4 Where attendance at professional meetings noted in 62.3 above cannot be rescheduled within the allocated non-teaching time, these additional hours will be paid to the employee at their normal rate of pay.

63.  SATURDAY / SUNDAY WORK RATES

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

64.  SATURDAY / SUNDAY WORK MEAL ALLOWANCE

An employee required to work on Saturday and / or Sunday for longer than four hours shall be provided with a suitable meal or paid a meal allowance as per Schedule 4.

65.  BREAKS

65.1 Early Education Teachers

65.1.1 Between Attendance Periods

65.1.1(a) Where one teacher works two consecutive attendance periods with different groups of children in any one day, there shall be a break of not less than 45 minutes between
the conclusion of one attendance period and the commencement of another attendance period.

65.1.1(b) Where there are two teachers working consecutive attendance periods with different groups of children in any one day, there shall be a break of not less than 45 minutes between the conclusion of one attendance period and the commencement of another attendance period.

65.1.1(c) Provided that where an employee genuinely agrees with the employer to a break of no less than 30 minutes between the conclusion of one attendance period and the commencement of another attendance period, the provisions of (a) or (b) above shall not apply and the balance of the time prescribed in (a) or (b) above shall be rescheduled in accordance with clause 62.3.3.

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

65.1.2 Breaks from Teaching Duties

65.1.2(a) No teacher shall work for longer than 5.5 hours from commencement of work, without a break from teaching duties of 45 minutes duration.

65.1.2(b) Where a teacher genuinely agrees with the employer to a break from teaching duties of no less than 30 minutes duration, the balance of the time prescribed in (a) above shall be rescheduled in accordance with clause 62.3.3.

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

65.1.2(c) Provided further that where a teacher genuinely agrees with the employer to delay the break from teaching duties to no later than 6 hours from the commencement of work, the provisions of (a) above shall not apply.

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

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

65.1.3 Documentation of agreed variations

Where in accordance with 65.1.1(c), 65.1.2(b) or 65.1.2(c), an employee genuinely agrees with an employer to a variation of the provisions governing breaks, details of
such agreement including the period for which it shall apply, shall be documented and signed by the employer and the relevant employee who shall then be provided with a copy of the agreement.

65.1.4 Withdrawal Period

During the seven calendar days following the signing of an agreement under the provisions of clause 65.1.1(c), 65.1.2(b) or 65.1.2(c), the employee will be given the opportunity to review the impact of the variation.

At any time during this seven day period the employee may rescind their agreement to the variation by notifying their employer in writing and providing a copy to the relevant nominated employee representative. At the conclusion of the seven day period and in the absence of such written notification by the employee rescinding their agreement, the agreed variation shall be implemented.

This review period shall not apply to subsequent decisions by the employer and employee to extend the agreement for a further period.

66. WAGES AND RELATED MATTERS – EARLY CHILDHOOD ASSISTANTS

66.1 Definitions

66.1.1 "Early Childhood Assistant" means an employee who performs general duties and duties with children, under the general direction of an Early Childhood qualified teacher in a preschool-kindergarten program and/or performs general duties and duties with children in an Activity Group and/or a care based program.

66.1.2 "Additional Assistant (Special needs)" means an employee employed to either partly or wholly facilitate the inclusion of children with special needs into the program. These assistants will not be required to undertake support duties as provided for in 48.2.2 of this agreement nor receive this payment.

66.1.3 "Activity Group Leader" means a suitably qualified employee appointed by the employer to be responsible for the planning and implementation of early childhood programs other than a preschool-kindergarten program.

66.1.4 "Suitably qualified" for the purposes of the Activity Group Leader classification means a qualification that satisfies the requirements for a qualified staff member under the Children’s Services Regulations 1998 (as amended).

66.2 Application of Incremental Progression

66.2.1 Early Childhood Assistant

These provisions shall be read in conjunction with the classification structure as provided for at Schedule 5.
Progression from one level to the next within a classification is subject to an Early Childhood Education Assistant meeting the following criteria:

- competency at the existing level;
- experience at that level and in-service training as required;
- demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

Access to Level 2 is subject to the Assistant holding the Certificate III in Children’s Services in addition to having met the above criteria. Entry level for Certificate III holders is at Level 1.3.

Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her incremental progression may be deferred for periods of three months at a time provided that:

- the employee is notified in writing as to the reasons for the deferral;
- the employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
- following any deferral, the employee is provided with the necessary training in order to advance to the next level.

Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

Incremental progression to the next pay point level may be accelerated if:

- an employee has achieved competency at his/her existing level,
- has demonstrated an ability to acquire the skills necessary to progress to the next pay point level prior to the completion of twelve months at his/her existing level.

Either the employer or the employee may seek to implement accelerated advancement. It is the employer’s responsibility to determine whether the accelerated advancement is appropriate.

66.2.2 Activity Group Leaders

These provisions shall be read in conjunction with the classification structure as provided for at Schedule 5.

Progression from one level to the next within a classification is subject to a Activity Group Leader meeting the following criteria:

- competency at the existing level;
- twelve months experience at that level and professional development as agreed.
The Activity Group Leader shall identify professional development activities to be undertaken which relate to their identified objectives determined in consultation with their employer.

Where an employee has not completed the agreed professional development within the 12 months, her/his incremental progression may be deferred for periods of three months at a time to provide an opportunity to complete the agreed professional development. In these circumstances the employer shall notify the employee in writing as to the reasons for the deferral of incremental progression.

Where the completion of the agreed professional development has been deferred for operational reasons beyond the control of either party, and the employee subsequently is deemed to have met the requirements, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

66.3 Casual Assistants and Activity Group Leaders

The weekly rate for a casual employee shall be 1/38th of the appropriate weekly rate prescribed for an employee on commencement in the industry plus a loading of 25% of such hourly rate in Schedule 5 of this agreement.

The employment of a casual employee shall be terminated by at least one hour’s notice by either party.

66.4 Additional Payments

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

66.5 Allowances

66.5.1 Meal Allowance

Where an Early Childhood Assistant is required to work in excess of nine continuous hours on any one day, or after 6.00pm, the meal allowances as detailed in Schedule 4 will apply.

66.5.2 First Aid Allowance

Where an Early Childhood Assistant is required to take the responsibility of a first aid officer, the medical support allowances as detailed in Schedule 4 will apply.

66.5.3 Travel Allowance

Where an Early Childhood Assistant is directed to use their own motor vehicle on employer’s business, a travel allowance as detailed in Section 26 of this agreement will apply.

67. HOURS OF WORK

67.1 Spread of hours – general
67.1.1 The spread of ordinary hours will be between 7.00 a.m. and 6.00 p.m. on any day Monday to Friday inclusive in periods of not more than 8.5 hours provided that an employee may be rostered for nine hours work on any such day in which case the second rest pause on that day will be taken free of contact duties with children.

67.1.2 The employer shall, by legible notice displayed at some place accessible to all employees, notify the hours of commencing and ceasing work and the times of meal breaks.

Such hours, once notified, shall not be changed except by seven days' clear notice to the employee or by mutual agreement between the employer and employee.

67.2 Arrangement of Hours – Early Childhood Education Assistants

An Early Childhood Education Assistant shall, in accordance with this clause, be allocated:

Contact time
Time for support duties
Time for non-teaching duties carried out under the supervision of a teacher

67.2.1 Contact time

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

67.2.2 Time for support duties

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

67.2.3 Time for non-teaching duties carried out under the supervision of a teacher

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

67.2.3(b) The non-teaching tasks undertaken by the assistant under the direct supervision of the teacher may include:

Preparation of the learning environment including materials and equipment
Contributing to immediate planning and evaluation of teaching tasks
Participation in a review of preschool quality assurance
Preparation and production of communications with parents such as portfolios, displays, newsletters etc,
Preparation associated with and participation in transition plans;
Data collection and reports that do not require professional judgement
Dealing with visitors
Ordering and purchasing equipment
Travel

67.2.3(d) Any dispute between the relevant teacher/assistant and/or the employer concerning the allocation of tasks to the assistant shall be dealt with through the processes as provided for in Section 10 Grievance Procedures.

67.2.3(e) Unless otherwise agreed, time for non-teaching duties shall be allocated in no more than one or two periods per week and where possible shall be scheduled adjacent to rostered contact and/or preparation time. In scheduling the additional hours for an assistant employed at the date of certification of this agreement consideration should be given to issues of health and safety, family responsibilities and other employment commitments.

67.2.3(f) An Early Childhood Education Assistant employed at the date of certification of this agreement shall not be compelled to accept an increase of their hours of employment in accordance with the provisions of this sub-clause. Where an Assistant refuses the additional hours, those hours may be allocated to another Assistant member of staff (with their agreement). Where this is not possible the matter shall be dealt with as provided for in Section 10 Grievance Procedures.

67.2.3(g) Any dispute in relation to the allocation of time for undertaking of non-teaching duties as provided for in this clause, including any failure of an employer to make such an allocation, shall be dealt with in as provided for in Section 10 Grievance Procedures.

67.2.3(h) Sub-clauses (a) to (g) do not apply to Activity Group Leaders, as defined.

67.3 Time for preparation and planning – Activity Group Leaders

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

67.4 Posting hours of work and duties

Each employer shall apply a noticeboard upon which an employee’s hours of work, and other work-related information shall be posted.

68. BREAKS

68.1 Meal breaks
68.1.1 An early childhood education assistant will not normally be required to work more than five hours without a break for a meal totally free from any duties, of not less than 30 minutes between the conclusion of the morning program time and the beginning of the afternoon program time. In this circumstance the break will not count as time worked.

However:
where an assistant may be required to undertake preparation, pack up or other duties related to their work with children during a meal break, such break shall be counted as time worked and paid at ordinary rates.

where an assistant may be required to undertake non-teaching duties under the direct supervision of a teacher during the meal break, such break shall be counted as time worked and paid at ordinary rates.

where an assistant may be required to supervise children during a meal break, such a meal break shall be of 45 minutes duration and shall be counted as time worked and paid at ordinary rates.

where an assistant works 5.5 hours without a meal break, such a meal break must be of a minimum of 30 minutes and totally free from any duties and shall be counted as time worked and paid at ordinary rates.

68.1.2 An Activity Group Leader will not normally be required to work more than five hours without a break for a meal totally free from any duties, of not less than 30 minutes. In this circumstance the break will not count as time worked.

However where a Activity Group Leader:

may be required to undertake preparation, pack up or other duties related to their work with children during a meal break, such break shall be counted as time worked and paid at ordinary rates.

may be required to supervise children during a meal break, such a meal break shall be of 45 minutes duration and shall be counted as time worked and paid at ordinary rates.

works 5.5 hours without a meal break, such a meal break must be of a minimum of 30 minutes and totally free from any duties and shall be counted as time worked and paid at ordinary rates.

69. REST PAUSES

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

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

70.1 Overtime

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

70.1.3 Work performed on Sundays shall be paid for at the rate of double time and work performed on a holiday shall be paid for at the rate of double time and a half, with a minimum payment of not less than three and one-quarter hours at such rate.

70.1.4 Where overtime or extra shifts are required to be worked in accordance with the requirements of the Early Childhood Teacher's program, the employer shall give preference for such work to Early Childhood Assistants covered by the terms of this Agreement where it is reasonably practicable to do so.

70.1.5 Where overtime is required to be worked in accordance with the requirements of the case management of a child for whom an Additional Assistant (Special Needs) has been employed the Additional Assistant (Special needs) shall have the additional hours paid at the appropriate overtime penalty.

70.1.6 Where an employee's additional hours are worked during the ordinary spread of hours or in an emergency replacement situation within the ordinary spread of hours the rate of pay shall be the ordinary rate plus a loading of 25% for each additional hour.

70.1.7 A part-time employee employed outside the ordinary spread of hours shall have the hourly rate increased by the appropriate overtime penalty.

70.2 Time In lieu system

70.2.1 Notwithstanding provisions elsewhere in the Agreement, the employer and individual employees may agree to establish a system of time off in lieu of overtime provided that:

70.2.1(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

70.2.1(b) Overtime taken as time off during ordinary time hours shall be taken at this ordinary time rate, that is an hour for each hour worked.

70.2.2 An employer shall if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in clause 70.1.1 of this agreement as appropriate, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

70.3 Make-up Time system

70.3.1 Notwithstanding provisions elsewhere in the Agreement, the employer and the individual employees may agree to establish a system of make-up time provided that:

70.3.2 An employee may elect, with the consent of the employer to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.
70.3.3 An employee on shift work may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time at the shift work rate which would have been applicable to the hours taken off.

71. **EXTRA CURRICULAR**

Although encourage to participate in the College's extra curricular program, Early Childhood Teachers and Assistants are not required to complete an appropriate number of extra curricular activity.
PART - 7 SPECIAL BENEFITS

72. REDUCTION IN SCHOOL FEES FOR EMPLOYEES.

Full time employees who have children attending Kardinia International College will have a reduction of 50% of the tuition fees for each child. All other fees will apply as normal. Part time employees will have a pro rata reduction in tuition fees.

73. AFTER SCHOOL CARE FOR CHILDREN OF TEACHING STAFF

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

74. LAPTOP COMPUTER ARRANGEMENTS

74.1 The College will provide a laptop computer to all teaching staff and to school officers and school service officers where their duties require them to have access to a laptop computer.

74.2 All staff receiving a laptop as per 74.1 above will contribute $10 per fortnightly pay to meet some of the costs of purchasing / leasing the laptop computer.

75. BONUS FOR ALL EMPLOYEES

75.1 For each year of the Certified Agreement each staff member will receive a monetary bonus. For part time staff the bonus will be given on a pro rata basis using the highest time fraction worked in that year.

75.2 The bonus will be given in the second pay period of November and may be taken in the following ways:

- After tax lump sum payment
- Superannuation payment both before or after tax
- Payment of home internet connection costs
- Payment of staff laptop contribution

75.3.1 For the 2015 calendar year the monetary value of the bonus will be $1,250. The bonus will be indexed against the increases in wages rates, rounded to the nearest $50, for the remainder of the this agreement.

75.3.2 Provided that, in the event that a successor agreement is not agreed to by November 2017, the monetary value of the bonus will be indexed against the average wage increase of Victorian Government Schools, rounded to the nearest $50.
APPENDIX 1 – PARENTAL LEAVE PROVISIONS

1. PARENTAL LEAVE

Subject to the terms of this Appendix employees are entitled to maternity, paternity and adoption leave (parental leave) and to work part-time in connection with the birth or adoption of a child.

1.1 General Terms of Parental Leave

1.1.1 Conditions of eligibility:

1.1.1(a) An employee for the purposes of this appendix is a full-time or is a part-time employee, or a long term casual employee as defined by section 67(2) of the FW Act but not an emergency teacher or casual employee;

1.1.1(b) The employee has had not less than 42 consecutive school weeks or four consecutive school terms of continuous service immediately preceding the date upon which the employee proceeds on such leave. If an employee applying for maternity leave does not meet the conditions in this clause then that employee is only entitled to take leave without pay until the end of the current school year, in the event of pregnancy or birth and is not subject to the provisions regarding returning to work on a part time basis;

1.1.1(c) The employee shall produce to the employer a certificate from a legally qualified medical practitioner stating either the presumed date of her confinement or the employee's spouse's name and that the spouse is pregnant including a presumed date of her confinement;

1.1.1(d) Whilst ensuring that the minimum entitlements under the parental leave provisions of the FW Act are guaranteed, the parties in recognition of the payments made under this Appendix expect the following Clauses to be observed;

Clause 1.1.2(b)
Clause 1.1.2(c)
Clause 1.1.2(d)
Clause 1.1.4(a)
Clause 1.1.4(b)
Clause 1.1.9(a)

1.1.1(e) The employee's entitlement shall be reduced by any period of parental leave taken by the employee's spouse in relation to the same child. Apart from paternity leave taken by the employee's spouse of up to one week at the time of confinement.

1.1.2 Single period of parental leave and commencement

1.1.2(a) Subject to 1.1.3 and 1.1.5 hereof, the period of parental leave shall be for an unbroken period of from six to 156 weeks and shall include, in the case of maternity leave, a period of six weeks compulsory leave to be taken immediately following confinement. Save that for a replacement or relieving employee, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving employee.

1.1.2(b) The period of leave will start at any time within 6 weeks before the expected date of confinement or at an earlier period as agreed to with the Principal.
1.1.2(a) The exception to this provision is when an employee takes paternity or adoption leave. In this circumstance the period shall be one week to 156 weeks including the week taken at the time of the employee's spouse's confinement.

1.1.2(b) Employees accessing more than 104 weeks parental leave are subject to a return to work at the commencement of a school year only, even if this extends the period of maternity leave beyond 156 weeks, unless otherwise agreed.

1.1.2(c) An employee shall not less than fifteen weeks prior to the presumed date of confinement produce to their employer the certificate referred to in 1.1.1(c) above and give notice in writing to their employer setting out the presumed date of confinement.

1.1.2(d) An employee shall give not less than seven weeks notice in writing and provision of a statutory declaration to their employer of the date upon which the employee proposes to commence paternity leave stating the period of leave to be taken. Such notice and statutory declaration are detailed as follows:

1.1.2(d)(i) Particulars of any period of parental leave sought or taken by their spouse and that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment;

1.1.2(d)(ii) The notice required shall be in the form of a common parental leave application as agreed between the parties.

1.1.2(e) The provisions of paragraph 1.1.2(d) do not apply in the case of an employee requesting one week's paternity leave.

1.1.2(f) Whilst an employee is required to comply with paragraphs 1.1.2(c) and (d), the requirements is not a condition of eligibility.

1.1.3 Further period of parental leave resulting from a subsequent pregnancy or adoption

For the purposes of this Clause a further period of parental leave shall mean a period of parental leave resulting from a subsequent pregnancy or adoption taken without a return to work from an initial period of parental leave and shall be deemed to be a new and separate period of leave.

1.1.3(a) When an employee who is already on parental leave under this Appendix applies for a further period of leave because of a subsequent pregnancy, the further period of parental leave shall be for a period not exceeding 156 weeks and shall commence from the date of confinement and shall cease at either the start of the next school year or the start of the year following as determined by the employee. Save that where an employee takes a further period of parental leave in excess of 104 weeks the employee shall return to work at the beginning of a school year only, even if this extends the period beyond 156 weeks, unless otherwise agreed with her employer.

1.1.3(b) Application for a subsequent period of parental leave shall comply with the provisions contained in 1.1.1, 1.1.2(a), 1.1.2(c), 1.1.2(d) and 1.1.3(a) above. Save that, this will not require an employee currently on paternity leave to return to work during the period of compulsory maternity leave of the mother following the birth of another child.
1.1.3(c) The parental leave taken and any return to work arrangements the employee has currently in place cease when a further period of parental leave commences.

1.1.4 Variation of parental leave

Provided the variation does not extend each period of parental leave beyond 156 weeks, the period may be lengthened only once (save with the agreement of the employer) by the employee giving not less than 21 days notice in writing stating the period by which the leave is to be lengthened. Employees accessing more than 104 weeks parental leave are subject to a return to work at the commencement of a school year only, even if this extends the period.

1.1.4(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than seven working week’s notice in writing stating the period by which the leave is to be shortened.

1.1.4(c) Subject to 1.1.3(a) of this subclause, the provisions of 1.1.4(a) and 1.1.4(b) above apply to those employees taking further periods of leave, unless the employer consents.

1.1.5 Cancellation of parental leave

1.1.5(a) Parental leave applied for but not commenced shall be cancelled where the pregnancy terminates other than by the birth of a living child or should the placement of the child not proceed.

1.1.5(b) Where the cancellation of parental leave occurs due to circumstances in clause 1.1.5(a), it shall be the right of the employee to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term from the date of the notice in writing by the employee to the employer that the employee wishes to resume work).

1.1.6 Parental leave and other entitlements

Provided the aggregate of leave, including leave taken pursuant to 1.2.5 and 1.2.6 hereof, does not exceed 156 weeks for each period of parental leave or does not negate the obligation to return to work at the beginning of the School Year for further periods of parental leave under clause 1.1.3(a).

1.1.6(a) An employee may in lieu of or in conjunction with parental leave take any annual leave or long service leave or any part thereof to which the employee is then entitled;

1.1.6(b) Paid sick leave or other paid authorised absences under this Agreement (excluding annual leave or long service leave taken in conjunction with parental leave) shall not be available to an employee during their absence on Parental Leave.

1.1.7 Effect of parental leave on employment

Notwithstanding any provision to the contrary, absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Agreement provided that absence on parental leave shall count for purposes of 1.1.1(b) above.
1.1.8 Termination of employment

1.1.8(a) An employee on parental leave may terminate his or her employment at any time during the period of leave by giving the required period of notice under this agreement.

1.1.8(b) The rights of an employer in relation to termination of employment are not hereby affected by an employee taking parental leave.

1.1.9 Return to work after a single period of parental leave

1.1.9(a) Except as provided in 1.1.9(b) hereof, an employee will return to work only from the beginning of a school term, preferably from the beginning of a school year and will indicate their intention of returning to work by giving in writing not less than seven working week’s notice, that notice to be immediately prior to the proposed school term of commencement.

1.1.9(b) An employer may by agreement with the employee arrange for an employee to return to work at some date earlier than the commencement of a school term.

1.1.9(c) Provided the notice required pursuant to 1.1.9(a) above has been given, an employee shall be entitled to return to his or her former position or if that position no longer exists, a position commensurate with his or her qualifications and experience.

1.1.9(d) A part-time employee shall be entitled to return to a position which includes the same number of hours per week, but not necessarily the same times or class levels.

1.1.9(e) If no confirmation of an intention to return is received, the employer shall take reasonable steps of enquiry prior to making other arrangements.

1.1.10 Return to work from a further period of parental leave resulting from a subsequent pregnancy

1.1.10(a) An employee will return to work only from the beginning of a school year and will indicate their intention of returning to work by giving in writing not less than seven working weeks notice in the school year prior to the intended return.

1.1.10(b) Return to work from a further period of parental leave resulting from a subsequent pregnancy will comply with the provisions in 1.1.9(b), 1.1.9(c), 1.1.9(d) and 1.1.9(e) of this Clause.

1.1.11 Replacement employees

1.1.11(a) An employee specifically engaged as a result of an employee proceeding on parental leave will normally be a replacement employee provided however that such replacement employee does not have to fill the job vacated by the employee proceeding on parental leave.

1.1.11(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the employee who is being replaced.
1.1.11(c) Before an employer temporarily promotes or transfers an employee to replace an
employee exercising their rights under this Clause the employer shall inform that
person of the temporary nature of the promotion or transfer and the rights of the
employee who is being replaced.

1.1.11(d) Nothing in this sub clause shall be construed as requiring an employer to
engage a replacement employee.

1.2 Specific Provisions in Relation to Maternity Leave

1.2.1(a) Parental leave shall be without pay except that where the qualifying
conditions set out below are met, a payment equivalent to fourteen weeks wages
will be made. The payment is only made to female employees. No superannuation is
paid in respect of this payment. The payment is made in respect of the first 14 week
period of the leave taken that would otherwise be without pay. This 14 week
period will not count as service for the purposes of leave entitlements. The
payment is made at the time of confinement.

1.2.1(b) An employee who has not previously received a parental or maternity leave payment
must have had not less than 42 consecutive school weeks or four consecutive school
terms of continuous service to qualify for the parental leave payment. The payment
will be calculated based on the employee’s ordinary rate of pay immediately prior to
the commencement of maternity leave.

1.2.1(c) An employee who has previously received a parental or maternity leave payment and
taken parental leave thereto, must have returned to work for a period of not less than
42 consecutive school weeks or four consecutive school terms continuous service to
qualify for a further parental leave payment. That payment will be made at the rate
paid to the employee immediately prior to the taking of this, second or subsequent,
period of parental leave.

1.2.2 An employee may commence a period of maternity leave at any time within
six weeks (this does not preclude an earlier start to maternity leave) before the
expected birth of the child. Where the employee continues to work within the six
week period immediately prior to the expected date of birth, or where the
employee elects to return to work within six weeks after the birth of the child, an
employer may require the employee to provide a medical certificate stating that
she is fit to work on her normal duties.

1.2.3 An employee shall not be in breach of this provision as a consequence of failure to
give the stipulated period of notice in accordance with section 1.2 of this Appendix
if such failure is occasioned by the confinement occurring earlier than the
presumed date.

1.2.4 Transfer to a safe job

1.2.4(a) When in the opinion of a legally qualified medical practitioner an employee is fit to
work but illness or risks arising out of the pregnancy or hazards connected with the
work assigned to the employee make it inadvisable for the employee to continue in
her present position for a stated period the employee shall, if employee has
complied with the notice requirements of this Agreement and the employer deems it
reasonably practicable, be transferred to a safe job with no other change to the
employee’s terms and conditions of employment.
1.2.4(b) If the employer does not think it is reasonably practicable to transfer the employee to a safe job, the employee may, or the employer may require the employee to take paid leave immediately, at the employee's ordinary rate of pay immediately before the period begins, for such period as is certified necessary by a legally qualified medical practitioner and such leave shall be in addition to any other leave entitlement she has.

1.2.5 **Special maternity leave and sick leave**

1.2.5(a) Where the pregnancy of an employee not then on maternity leave terminates within 28 weeks before the expected date of birth, other than by the birth of a living child, then:

1.2.5(a)(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work; or

1.2.5(a)(ii) for illness other than the normal consequences of confinement she shall be entitled either in lieu of or in addition to special maternity leave to such paid sick leave to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

1.2.5(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such sick leave to which she is then entitled and / or such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies as necessary before her return to work.

1.2.5(c) For the purposes of 1.1.9 and 1.1.10 maternity leave shall include special maternity leave.

1.2.5(d) An employee returning to work after a period of leave taken pursuant to this subclause shall, be entitled to return to her former position or if that position no longer exists, a position commensurate with her qualifications and experience

1.2.5(e) A part-time employee shall be entitled to return to a position which includes the same number of hours per week but not necessarily the same times or class levels.

1.2.5(f) In addition to any entitlement described above an employee who is pregnant may access up to five days of her accrued sick leave entitlements for attending prenatal medical appointments.

1.3 **Specific Provisions in Relation to Paternity Leave**

1.3.1 The employee's entitlement to paternity leave shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and, apart from paternity leave of up to two weeks at the time of confinement, shall not be taken concurrently with maternity leave.

1.3.2 The two week's leave referred to at 1.3.1 above will be special leave with pay. The Employee in consultation with the Employer will determine how this leave will be taken.
1.3.3 An employee shall not be in breach of this provision as a consequence of failure to give the stipulated period of notice in accordance with section 1.2 of this Appendix if such failure is due to:

1.3.3(a) the birth occurring earlier than expected; or
1.3.3(b) the death of the mother of the child; or
1.3.3(c) other compelling circumstances.

1.3.4 the employee shall notify his employer as soon as reasonably practicable of any change in the information provided pursuant to 1.3.3 above.

1.4 Specific Provisions in Relation to Adoption Leave

Part 1.4 of this appendix is also applicable to employees who are entrusted with the care of a child or children under a Permanent Care Order of a Court

1.4.1 Definitions

In this subclause:

1.4.1(a) child, in relation to an employee, means a person under the age of 5 years who is placed with the employee for the purposes of adoption and who has not previously lived continuously with the employee for a period of 6 months or more at the date or proposed date of placement or is not a child or step-child of the employee or the spouse of the employee.

1.4.1(b) primary care-giver means a person who assumes the principal role of providing care and attention to a child.

1.4.1(c) relative adoption occurs where a child is adopted by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

1.4.2 Eligibility for adoption leave

1.4.2(a) An employee is, on production to the employer of the documentation required by 1.4.3(a) below entitled to one or two periods of adoption leave, the total of which must not exceed 156 weeks in the following circumstances:

1.4.2(a)(i) an unbroken period of up to three weeks at a time of the placement of the child (referred to in this sub clause as short adoption leave);

1.4.2(a)(ii) an unbroken period of up to 156 weeks from the time of the placement of the child in order to be the primary care-giver of the child (referred to in this clause as extended adoption leave). This entitlement is to be reduced by any period of short adoption leave taken and the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse in relation to the same child. Save that for a replacement or relieving employee, that period of leave shall not extend beyond the period for which they have been engaged as a replacement or relieving employee;

1.4.2(b) The employer will, at the time of placement of the child, as defined in sub-clause 1.4.1(a) make a payment of up to 14 weeks' pay at the employee's ordinary rate of pay to one parent or an aggregate of up to 14 weeks' pay to both parents employed by respondents to the agreement, such payment being directly proportional to a period that would otherwise be unpaid.
1.4.2(c) Extended adoption leave is not to be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child.

1.4.3 Certification
Before taking adoption leave, the employee must produce to the employer a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes; or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

1.4.4 Notice requirements

1.4.4(a) On receiving notice of approval for adoption purposes, an employee must notify his or her employer of the approval and, as soon as is reasonably practicable after receiving notice of the approval, must further notify the employer of the period or periods of adoption leave which the employee proposes to take. In the case of a relative adoption, the employee must so notify the employer as soon as is reasonably practicable on deciding to take a child into custody pending an application for an adoption order.

1.4.4(b) An employee who commences employment with an employer after receiving a placement approval notice or placement notice for adoption purposes must notify the employer of that date as soon as is reasonably practicable after commencing employment and of the period of adoption leave which the employee proposes to take. Such an employee is not entitled to adoption leave unless he or she has not less than 42 weeks of continuous service immediately preceding the date on which he or she commences the leave.

1.4.4(c) An employee must, within 8 weeks or as soon as is reasonably practicable after he or she is aware of the expected date of placement of a child for adoption purposes, give notice in writing to his or her employer of that date, and of the first and last days of any period of short adoption leave to be taken.

1.4.4(d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with 1.4.4(c) if the failure is caused by:

1.4.4(d)(i) the requirement of an adoption agency for the employee to accept earlier or later placement of a child; or

1.4.4(d)(ii) the death of his or her spouse.

1.4.5 Pre-adoption leave

1.4.5(a) The employer must grant to any employee who is seeking to adopt a child any unpaid leave not exceeding two-days that is required by the employee to attend any compulsory interviews or examinations that are necessary as part of the adoption procedure.

1.4.5(b) If paid leave is available to the employee, the employee may elect to take such leave instead of pre-adoption leave.
1.5 Returning to work on a Part-time work basis

The following provisions shall apply to employees who have been on parental leave and are wishing to return to work on a part time basis.

1.5.1 Definitions

In this subclause:

1.5.1(a) Part-time employment means work of a lesser number of hours than constitutes full time work under this agreement, but does not include temporary or casual work.

1.5.1(b) Former position means the position held by an employee immediately before commencing part-time employment under this sub clause or, if such position no longer exists but there are other positions available for which the employee is qualified and capable of performing, a position as nearly as possible comparable in status and pay to that of the position held by the employee immediately before commencing part time work.

1.5.2 Entitlement

With the agreement of the employer:

1.5.2(a) A employee may work part-time in one or more periods at any time from six weeks after the birth of the child until the child reaches school age.

1.5.2(b) The employer shall consider the request to work part-time having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only, refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

1.5.2(c) Where an employee wishes to make a request under clause 1.5, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

1.5.3 Return to former position

1.5.3(a) An employee who has had at least 42 weeks continuous service or 4 consecutive school terms immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

1.5.3(b) Nothing in 1.5.3(a) shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

1.5.4 Effect of part-time work on continuous service

Under this Agreement, commencement on part-time employment under this subclause and return from part-time employment to full-time employment under this subclause does not break the continuity of service of an employee.
1.5.5 Pro rata entitlements

Subject to the provisions of this subclause and the matters agreed to in 1.5.6 hereof, part-time employment shall be in accordance with the provisions of this Agreement and the entitlements provided for in this Agreement shall apply to part time employment on a pro rata basis.

1.5.6 Part-time work agreement

1.5.6(a) Before commencing a period of part-time employment under this subclause the employer and the employee shall agree:

1.5.6(a)(i) that the employee may work part-time;

1.5.6(a)(ii) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing times for the work;

1.5.6(a)(iii) upon the period of part-time employment.

1.5.6(b) The terms of this agreement may be varied by consent.

1.5.6(c) The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

1.5.6(d) The terms of this agreement shall apply to the part-time employment;

1.5.6(e) The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work commensurate with the employee's qualifications and experience.

1.5.6(f) An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 1.5.6 (a) above.

1.5.7 Termination of employment

1.5.7(a) The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this Agreement.

1.5.7(b) Any termination benefits payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

1.5.8 Replacement employees

1.5.8(a) An employee specifically engaged as a result of an employee proceeding on part-time employment under this subclause will normally be a replacement employee.
1.5.8(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and the rights of the employee who is being replaced.

1.5.8(c) Before an employer temporarily promotes or transfers an employee to replace an employee exercising his/her rights under this clause the employer shall inform that person of the temporary nature of the promotion or transfer and the rights of the employee who is being replaced.

1.5.8(d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

1.6 School Officers: specific provisions

1.6.1 Eligibility

Notwithstanding the above, in relation to School Officers, 1.1.9(c) shall not apply and that in their place the following shall apply:

Provided that the notice required pursuant to 1.1.9(a) has been given, a School Officer shall be entitled to the position which he or she held immediately before proceeding on parental leave, or in the case of a School Officer who was transferred to a safe job pursuant to 1.2.5, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the School Officer is qualified and the duties of which he or she is capable of performing, he or she shall be entitled to a position as nearly comparable in status, hours and salary or wage to that of his or her former position.

1.6.2 Transition arrangements regarding part-time employment and annual leave

Notwithstanding the above, the following arrangements shall apply for School Officers in relation to part-time work and annual leave under this subclause:

1.6.2(a) A School Officer working part-time under this subclause is to be paid for and take any annual leave accrued in respect of a period of full-time employment in such periods and manner as is specified in the annual leave provisions of this Agreement applicable to the work concerned, as if the School Officer were working full-time in the class or work the School Officer was performing as a full-time School Officer immediately before commencing part-time employment under this subclause.

1.6.2(b) A full-time School Officer is to be paid for and take any annual leave accrued in respect of a period of part-time employment under this Agreement in such periods and manner as is specified in the annual leave provisions of this Agreement applicable to the work concerned, as if the School Officer were working part-time in the class or work the School Officer was performing as a part-time School Officer immediately before resuming full-time employment.

1.6.2(c) By agreement between the employer and the School Officer, the period over which leave is taken under 1.6.2(b) above may be shortened to the extent necessary for the School Officer to receive pay at the School Officer's current full-time rate.

1.6.3 Transition arrangement regarding part-time employment and sick leave
Notwithstanding the above, the following arrangements shall apply for School Officers in relation to part time work and sick leave under this sub clause:

1.6.3(a) A School Officer working part-time under this subclause is to have sick leave entitlements which have accrued under this Agreement applicable to the work concerned (including any entitlement accrued in respect of previous full-time employment) converted into hours;

1.6.3(b) When this accrued entitlement is used, whether as a School Officer, working part time under this clause or as a full-time School Officer, having resumed full-time work after working part-time under this clause, sick leave will be debited at the rate of the ordinary hours that the School Officer was scheduled to work during the period of absence on sick leave.

1.7 **Communication during parental leave**

1.7.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

1.7.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

1.7.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

1.7.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 1.7.1

1.8 **Right to Request**

1.8.1 Notwithstanding anything to the contrary in this Appendix an employee entitled to parental leave pursuant to the provisions of this Appendix may request the employer to allow the employee to extend the period of simultaneous unpaid parental leave of one week for parental and paternity leave and three weeks for adoption leave to a maximum of eight weeks;

1.8.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental
responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

1.8.3 The employee's request and the employer's decision made under clause 1.8 must be recorded in writing.
APPENDIX 2 – SALARY INCREMENTAL ADVANCEMENT AND ASSESSMENT OF EXPERIENCE / CLASSIFICATION

1. **Common Date and Annual Progression**

1.1 The anniversary date for advancement to the next pay scale will be 1st February for each year of this agreement and will be paid in the first pay run incorporating 1st February.

1.2 Upon reaching the anniversary date all employees will move up one level of the incremental scale until as such time as the employee has reached the top of that scale.

2. **Translation to New Pay Scales**

2.1 **Teaching Staff**

Employees, will translate across to the same level in the new wage rates.

2.2 **School Officers and School Service Officers**

Employees, other than those on fixed contracts, will be reclassified under the new classification structures.

If an employee’s reclassification, under the new levels, places them at a lower level and sub division then they were previously classified under, they be classified at their correct level, however their salary will be maintained on their previous level.

3. **New Employees**

3.1 Employees employed after the commencement of this agreement shall advance up the incremental scale and shall have their years of experience assessed on commencement in accordance with the following:

(a) all years of experience prior to commencement shall be counted.

(b) provided that a year of experience shall not be counted if the employee was employed for less than 6 months in any given year.

(c) the years of experience above shall be added to the commencement level in the appropriate classification.

(d) experience gained as a casual employee shall not be counted

3.2 **School Officers appointed to Level 3 shall commence at the following levels in each year and in accordance with their years of experience;**

(a) 2014 SO 3-9
(b) 2015 SO 3-8
(c) 2016 SO 3-7
(d) 2017 SO 3-6
APPENDIX 3 - REDUNDANCY

1. Redundancy

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

1.2 Despite the provisions of this Appendix, where a reduction of .5 or more FTE in the hours of a part-time Employee is proposed, the Employee may choose to accept the new position at the reduced FTE fraction, or to be declared redundant and receive the appropriate payment as provided in this Appendix.

2. Discussion Before Terminations

Where a situation of potential redundancy exists, the Employer shall hold discussions in accordance with the "Guidelines" set out in clause 12 of this Appendix.

3. Transfer to Lower paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in clause 3 of this Appendix, the Employee shall be entitled to the same period of notice of transfer as would have been the case if this employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

4. Severance Pay

4.1 Agreement and subject to further award of the Commission, an Employee whose employment is terminated for reasons set out in clause 1 of this Appendix shall be entitled to the following amount of severance pay in respect of a period of continuous service as defined in the termination clause of the Agreement.

4.1.1 If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>4 weeks' pay</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>7 weeks' pay</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>10 weeks' pay</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>12 weeks' pay</td>
</tr>
<tr>
<td>5 years but less than 6 years</td>
<td>14 weeks' pay</td>
</tr>
<tr>
<td>6 years but less than 9 years</td>
<td>16 weeks' pay</td>
</tr>
<tr>
<td>9-years-but less than 12 years</td>
<td>18 weeks' pay</td>
</tr>
<tr>
<td>12 years and over</td>
<td>21 weeks' pay</td>
</tr>
</tbody>
</table>
4.1.2 Where an Employee is 45 years old and over, the entitlement shall be in accordance with the following scale:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>5 weeks' pay</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>8.75 weeks' pay</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>12.5 weeks' pay</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>15 weeks' pay</td>
</tr>
<tr>
<td>5 years but less than 6 years</td>
<td>17.5 weeks' pay</td>
</tr>
<tr>
<td>6 years but less than 9 years</td>
<td>20 weeks' pay</td>
</tr>
<tr>
<td>9-years-but less than 12 years</td>
<td>22.5 weeks' pay</td>
</tr>
<tr>
<td>12 years and over</td>
<td>25 weeks' pay</td>
</tr>
</tbody>
</table>

4.2 "Weeks' pay" means the ordinary time rate of pay for the Employee concerned.

5. **Employee Leave During Notice**

An Employee whose employment is terminated for reasons set out in clause 1 of this Appendix may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

6. **Alternative Employment**

6.1 An Employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee. The parties agree that the Commission has the power to vary the severance pay prescriptions and issue orders in such circumstances.

6.2 Where the Employee obtains employment in another Educational Institution in Victoria and there is no loss of benefits (i.e. salary, long service leave, sick leave, annual leave, superannuation, etc.) then the Employee shall not be entitled to severance pay.

7. **Time Off During Notice Period**

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

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

8.1 Where a business is transmitted from an Employer (in this sub-clause called "the
transmitter") to another Employer (in this sub-clause called "the transmitee") and an
Employee who at the time of such transmission was an Employee of the transmittor
in that business becomes an Employee of the transmitee.

8.1.1 the continuity of the employment of the Employee shall be deemed not to have been
broken by reason of such transmission; and

8.1.2 the period of employment which the Employee has had with the transmittor or any
prior transmittor shall be deemed to be service of the Employee with the transmitee.

8.2 In this sub-clause "business" includes trade, process, business or occupation and
includes part of any such business- and "transmission" includes transfer,
conveyance, assignment or succession whether by agreement or by operation of law
and "transmitted" has a corresponding meaning.

9. **Employee with less than One Year's Continuous Service**

This Appendix shall not apply to Employees with less than one year's continuous
service, as defined in clause 23 (Service Continuity).

10. **Employees Exempted**

This Appendix shall not apply where employment is terminated as a consequence of
conduct that justifies instant dismissal, or in the case of casual Employees or
emergency teachers, or Employees engaged for specific periods of time or for a
specified task or tasks.

11. **Incapacity to pay**

An Employer, in a particular redundancy case, may make application to the
Commission to have the general severance pay prescription varied on the basis of the
Employer's incapacity to pay. The parties agree that the Commission has the power to
vary the severance pay prescriptions and issue orders in such circumstances.

12. **Redundancy Guidelines**

12.1 **Preamble**

The Procedures have been designed to ensure a consistent and fair approach to
be applied to all. The full co-operation of all parties is essential therefore for all
engaged in the providing of advice to schools to work together to help the situation
reach a satisfactory conclusion.

12.2 **Definitions**

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

12.3 **Objectives**

12.3.1 The objectives of these Procedures, in order, are to:

(a) avoid redundancies
(b) delay redundancies where this is not possible and
(c) facilitate those declared redundant to find other suitable employment

12.3.2 The procedures must be applied as early as possible. This also allows the appropriate consultation to occur and the provision of notice where applicable.

12.4 Timelines

12.4.1 The timelines are a guide only. They are based on the assumption that a redundancy will take effect from the beginning of a school year and that the information upon which a potential redundancy is identified is available early in the year previous to the redundancy. Where a situation arises in other circumstances (e.g. as a result of student elective choices late in a school year, or unanticipated enrolment decline in the February census) the timelines contained in this document may not apply and the school will notify the parties as soon as the potential redundancy situation is identified so that Step 1 can commence.12.5.1(c) A copy of these procedures is also to be given to each staff member.

12.5 Step 1 the redundancy identification

12.5.1 Procedures

12.5.1(a) In each year as soon as potential redundancy situation is identified at the school level, the Employer/Principal shall communicate this fact to staff, in writing, with an outline of the reasons for the potential redundancy.

12.5.1(b) A copy of this notification shall be forwarded to IEUVT

12.5.1(c) A copy of these procedures is also to be given to each staff member.

12.5.2 Timeline

12.5.2(a) This step to take place by the end of the third week of the third term where the redundancy would be effective at the end of the year.

12.5.2(b) The timeline is an indication of the latest date at which it is expected that the staff are informed of the potential redundancy. It is to be noted that the staff are to be informed as soon as the school identifies the potential redundancy in that year.

12.5.2(c) As soon as a potential redundancy situation is resolved at the school level, the Employer/Principal shall communicate this fact to the parties.

12.5.2(d) After the staff have been notified in writing the school should commence procedures to resolve the potential redundancy.

12.5.3 Alternatives available

12.5.3(a) In investigating the alternatives available, a written record shall be held of the information obtained and the efforts made to ascertain any way of resolving the problem.
12.5.3(b) Included in the alternatives that the Employer/Principal should investigate are the following:

12.5.3(b)(i) What efforts can be made to re-deploy existing staff within the school;
12.5.3(b)(ii) The possibilities of employment of staff in neighbouring schools;
12.5.3(b)(iii) Any additional funding that may be available, e.g. additional government funding,
12.5.3(b)(iv) Retraining possibilities;
12.5.3(b)(v) Possible leave arrangements e.g. Leave Without Pay, Long Service Leave, Parental Leave,

12.5.3(c) Included in the alternatives are applications by staff indicating that they are willing to make a voluntary offer to be declared redundant.

12.5.3(d) When staff are asked what their intentions are for the period concerned (e.g. the following year) it should be noted that it is unacceptable for staff to be pressured into applying for positions elsewhere because it may be seen that the school has preempted the necessary consultative and deliberative processes in later steps.

12.6 Step 2 The Redundancy Document

12.6.1 Procedures

12.6.1(a) If the potential redundancy is not solved, the Principal will send either:
12.6.1(a)(i) a redundancy document to all the parties mentioned above. Or
12.6.1(a)(ii) a notification that a voluntary redundancy and/or an offer of leave without pay' has been accepted.

12.6.1 Timeline

12.6.1(a) The Employer's/Principal's document is to be sent to the parties at the beginning of the third last week of third term, but must be received by the par-ties at least three working days before the date of the Step 3 meeting.

12.6.2 Guidelines

12.6.2(a) The development and distribution of the school's redundancy document is the responsibility of the Employer/Principal. The document will include the following information:

12.6.2(a)(i) The reasons for the potential redundancy

The Employer/Principal should outline the reasons why the problem exists. Information such as funding, staffing and enrolments (past, present and projected) are factors which are important. Issues such as Funding, Staffing and Curriculum change should also be mentioned where relevant.
12.6.2(a)(ii) The number and categories of staff likely to be affected
The teaching and/or non-teaching areas where the redundancy is likely to take place
and the numbers of staff involved are identified.

12.6.2(a)(iii) The number of staff employed and details of their employment (this area to be
kept confidential)

12.6.2(a)(iv) Alternatives Investigated
The possibilities of redeploying staff within the school;
information about vacancies in neighbouring schools;
information about any extra funding available including attempts made to seek such
funds;
the possibility of re-training;
possible leave arrangements.
Indications by staff that they are willing to make a voluntary offer to be declared
redundant.

12.6.2(a)(v) Special Funding to Tide Over a Redundancy Gap Where it is known that only a
small gap of over-employment may occur, it is desirable to consider whether funding
can be arranged to tide over this gap. The school should outline to the parties the
efforts it has made to address this possibility. Documents in this section remains
confidential.

12.7 Step 3 The Redundancy Meeting

12.7.1 Procedures

12.7.1(a) A meeting will be held between the parties to consider the Employer's/Principal's
redundancy proposal.

12.7.1(b) The parties will seek to agree on the criteria to be applied.

12.7.1(c) Given agreement on both the criteria to be applied and the redundancy proposal, the
Employer/Principal shall indicate to the parties at the meeting the name/s of the
person/s to be declared redundant. The person/s so named shall be informed within a
week of the meeting by the Employer/Principal.

12.7.1(d) In the event of the disagreement by any party with any of these stages, that party
shall indicate to the meeting why there is disagreement. Failing resolution, 12.7.1(e)
will apply.

12.7.1(e) A second meeting will be held to attempt to resolve the disagreement arising in
12.7.1(d)

12.7.1(f) If agreement cannot be reached as a result of the meeting in 12.7.1(e) the
Employer/Principal shall inform the parties at the meeting of the action that the
Employer/Principal intends to take.
12.7.2 Timeline

13.8.2(a) The actual time and place will be decided by mutual agreement between the parties and the Employer/Principal, but the meeting is to take place between the Monday of the second last week of third term and the Friday of the first week of fourth term, the school holiday time to be included).

12.7.2(b) The meeting outlined in 12.7.1(e) will take place within one week of the meeting in 12.7.1(a).

12.7.3 Guidelines

12.7.3(a) The following outlines possible criteria which the parties will take into consideration and criteria which may not be put forward.

12.7.3(b) Deciding who is to be Declared Redundant

12.7.3(b)(i) Criteria
Identify the needs of the school;
Identify the work currently being performed which will no longer need to be performed due to redundancy;
Identify those staff who, if declared redundant, could not be replaced by any member of the existing staff having regard to the programs planned for the period after the redundancy; i.e. new staff would have to be employed if that person (s) was declared redundant;

12.7.3(b)(ii) Factors
The Employer/Principal will nominate the factors (from those below) which have been considered in determining the staff member (s) to be declared redundant, from those staff members not included in step C above. The Employer/Principal will advise those attending the meeting of the factors and any priority that has been applied to these factors:
Current Contract of Employment
Current Duties
Curriculum Programs
Experience
Funding Base for Staff Member
Graduate Status
Length of Service
Pastoral Considerations
Previous Redundancy History
Qualifications
Specialist Expertise
Staff member's willingness to make a voluntary offer to be declared redundant

12.7.3(b)(iii) Factors which cannot be used:

Person is a Union Representative / Union Affiliation
Person’s Sex, Marital Status, Age, Pregnancy
Person’s Lifestyle
Person’s Competence or Otherwise, or Suitability or Otherwise
Person’s Religion
12.8  Step 4 Notifying the Redundancy Result

12.8.1  Procedures

12.8.1(a) The parties attending the meeting in 12.7 are notified in writing of the details of the Employers action following 12.7.

12.8.2  Timeline

12.8.2(a) The notification must be forwarded to the parties within two weeks of the meeting in 12.7.

12.9  Step 5 Assistance in Re-deployment

12.9.1  Procedures

12.9.1 (a) During the period of notice the principal should:

12.9.1 (a)(i) where agreed, meet regularly with the staff member/s declared redundant, to discuss pastoral and professional issues;

12.9.1 (a)(ii) provide time release to the staff member/s declared

12.9.1 (b) Leave Without Pay

12.9.1 (b)(i) prior to the redundancy payment being forwarded to the Employee/s, the Employee/s should be offered Leave Without Pay for the following school year, thereby deferring the date of termination of the Employee/s declared redundant.

12.9.2  If the Employee/s accepts the offer of Leave Without Pay, the Principal shall notify the parties.

12.9.3  Should a position become available in the school during the period of Leave Without Pay, for which the Employee has appropriate skills and qualifications, the Employee should be advised that the position exists. If the Employee wishes to remain on the period of Leave Without Pay, the position will be held open until the expiration of the period of Leave Without Pay.

12.9.3(a) Where an Employee/s has accepted an offer of a period of Leave Without Pay to defer the date of termination, and there has been no change in the potential redundancy situation, then 13.10.4 will apply.

12.9.4  In the last week of the third term of the following school year, the Principal shall notify the parties that they intend to proceed with the notice of termination if the 12.7 meeting is not re-convened, then at the expiration of the period of Leave Without Pay, the Employee shall receive the appropriate redundancy payment.

12.9.5  Timelines

12.9.5(a) The offer of Leave Without Pay to Employees declared redundant should be made as early as possible during the period of notice;
12.9.5(b) The letter notifying the parties of an acceptance of an offer of Leave Without Pay should be sent immediately;

12.9.5(c) The letter notifying the parties of an intention to proceed with the notice of termination on the expiration of a period of Leave Without Pay should be sent in the last week of the third term of the school year in which the Leave Without Pay is taken.

12.10 Step 6 Variations to step 4 notification and redundancy payments advice

12.10.1 Procedures & Timeline & Guidelines

12.10.1(a) The parties attending 12.7.1(a) and/or 12.7.1 (e) are notified in writing of:

12.10.1(a)(i) Variations to step 3 meeting resolution. Any variation(s) to the resolution to the redundancy which occur after the STEP 4 notification should be sent to the parties immediately.

12.10.1(a)(ii) Final redundancy payments. Where no resolution to the redundancy situation can be found, then the Principal should notify the parties as to the amount and date of redundancy payment made to any person/s made redundant.

12.10.2 Payments to staff declared redundant should be 15 working days after the termination of employment as a result of the redundancy declaration taking effect.
APPENDIX 4 – LONG SERVICE LEAVE

1. Entitlement

1.1 Accrual of Long Service Leave

1.1.1 An Employee shall accrue an entitlement to Long Service Leave at 1.43 weeks leave in respect of each year of continuous service.

1.1.2 Accrued Long Service Leave for an Employee is reduced by the amount of Long Service Leave granted to the Employee, or any payment in lieu of Long Service Leave paid to the Employee, by the Employer.

1.2 When the Leave or Leave Payment is due

1.2.1 An Employee is entitled to Long Service Leave on completion of 7 years continuous service and thereafter an Employee is entitled to further Long Service Leave on completion of an additional 5 years of service.

1.2.2 Notwithstanding the provision of 1.2.1 above, an Employer must pay to an Employee upon termination of employment. An Employee after 7 years continuous service, a payment in lieu of Long Service Leave of an amount equivalent to the remuneration the Employee would have received had the full amount of unused long service leave been taken as leave at the date of termination.

1.2.3 An Employee who has completed less than 7 years continuous service and leaves the Employer is not entitled to a pro rata payout of their Long Service Leave entitlement.

1.3 How the payment is calculated and paid

1.3.1 Long Service Leave is paid at the ordinary weekly rate of pay at the time of the taking of the leave or on termination. Payment of the leave, the ordinary rate of pay includes:
regular weekly over award payments;
any position of leadership allowance which is paid on a regular and continuing basis;
any other allowances in the nature of salary

1.3.2 Where the ordinary rate increases during the period of leave the Long Service Leave rate will be increased accordingly. Employees taking leave paid in advance will be paid any arrears at the conclusion of the period of leave.

1.3.3 The ordinary pay of an Employee on long service leave shall be paid in one of the following ways to be nominated in advance by the Employee.

1.3.3(a) full pay in advance on commencing the leave;

1.3.3(b) at the same pay intervals as the Employee would have been paid if not commencing the leave; or

1.3.3(c) as agreed between the Employer and the Employee.
1.3.4 The calculation and payment in respect of Employees who have worked part-time during an eligible accrual period shall be as follows:

1.3.4(a) If the whole period of service was part-time service, at the full time rate of ordinary pay at the time of the taking of the leave, multiplied by the greater of either the average weekly time fraction over the aggregate period of part-time service or the average weekly time fraction over the most recent aggregate period of 12 months of part-time service;

1.3.4(b) If the period of service includes both part-time and full-time service then:

1.3.4(b)(i) at the full time ordinary pay as at the date of taking of the leave for such proportion of the leave as equates to the proportion of the period of service which was full-time service; and

1.3.4(b)(ii) for the remainder of the leave at the full time ordinary pay as at the time of the taking of the leave multiplied by the greater of either the average weekly time fraction over the period of part-time service, or the average weekly time fraction over the most recent aggregate period of 12 months of part-time service.

1.3.5 Where an employee is entitled to long service leave for which payment is to be determined in accordance with sub-clause 1.3.4, the employee may, to the extent of the employee's entitlement, nominate the proportion of the leave entitlement to which the respective part-time payments under sub-clauses 1.3.4(b)(i) and 1.3.4(b)(ii) are to apply.

2. How and When the Leave is Taken

2.1 Where an Employee and his/her Employer agree

2.1.1(a) the first period of long service leave to which the Employee becomes entitled may be taken in two or three separate periods and

2.1.1(b) Any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods.

2.2 When an Employee becomes entitled to long service leave upon application by the Employee such leave shall be granted by the Employer as soon as practicable having regard to the needs of the College in which the Employee is employed or at such later time as shall be agreed between the Employer and Employee.

2.3 An Employee who has an entitlement to Long Service Leave is entitled to take a period of leave without pay in conjunction with that Long Service Leave subject to 15.2 and 15.3 of the agreement (but not 15.3.1 et seq) and the following conditions:-

2.3.1 The Employee shall return to work at the start of a school term;

2.3.2 The total period of leave shall comprise the whole term or terms;

2.3.3 The period of leave without pay will normally be limited to the remainder of the term in which long service leave is taken; and

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2.3.4 The period of leave without pay would not normally be longer than the period of long service leave.

Any period of long service leave shall be exclusive of any public holiday occurring during the period when the leave is taken and any annual leave or school holidays.

Where an employee becomes ill whilst on long service leave and such illness extends beyond seven continuous days, the period will, subject to the submission of satisfactory medical evidence to the employer, be recognised as sick leave pursuant to the provisions of this Agreement, deducted from the Employees personal leave credits and the employee given credit for long service leave accordingly.

3. How Accrued Service and Continuous Service are Calculated

3.1 The defining terms of continuous service expressed in this appendix apply only to long service leave.

3.2 Accrued service for the purpose of calculating entitlements to be paid after the commencement of this Agreement is defined as service with an Employer. Nothing in this Appendix other than subsequent accrual consistent with this appendix shall be construed so as to increase the accrued service which was available to Employees at the date of lodgement of this agreement for the purpose of calculating

3.3 Service shall be continuous and accruable for the purpose of calculating Long Service Leave entitlements notwithstanding,

3.3.1 The taking of any paid leave by an Employee which was granted and paid for by an Employer including annual leave, long service leave and sick leave;

3.3.2 Any absence for which the Employee is entitled to receive weekly payments pursuant to the WIReCA, the Accident Compensation Act or the Transport Accident Act;

3.3.3 Any unpaid absence from work on account of illness or injury of up to one year inclusive of any annual leave or school holidays;

3.3.4 Any period of leave without pay in excess of one year taken with Employer consent.

3.4 Service shall be continuous but not accruable for the purpose of calculating long service leave entitlements where:

3.4.1 there is any interruption to service arising directly or indirectly from an industrial dispute;

3.4.2 the Employee is stood down through no fault of their own as the Employer cannot continue the employment because the Employee cannot be gainfully employed;

3.4.3 there is any unpaid absence from work by reason of parental or adoption leave not exceeding 156 weeks.
3.4.4 There is a leave of absence without pay formally granted to the Employee by his/her Employer, including periods of unpaid sick leave, in excess of one year.

4.0 This Appendix is intended to operate as an exclusive code in relation to minimum entitlements to Long Service Leave for Employees covered by this Agreement and is intended to override and entirely exclude the operation of the Long Service Leave Act 1992 (Vic.) and any other legislative instrument which would otherwise apply in relation to any aspect of long service leave for Employees subject to this Agreement.
APPENDIX 5 - REMUNERATION PACKAGING

1. APPLICATION

1.1 This Schedule covers salary and benefit packages taken out by Employees whose employment is covered by this agreement.

2. DEFINITIONS

2.1 For the purpose of this clause:

2.1.1 Benefits means the benefits nominated by the Employee from the benefits provided by the Employer;

2.1.2 Benefit Value means the amount specified by the Employer as the cost to the Employer of the Benefit provided including Fringe Benefits Tax, if any;

2.1.3 Fringe Benefits Tax means tax imposed by the Fringe Benefits Tax Act 1986 (Cth).

3. CONDITIONS OF EMPLOYMENT

3.1 Except as provided by this clause, an Employee must be employed at a salary based on a rate of pay, and otherwise on terms and conditions not less than those prescribed by this agreement.

4. REMUNERATION PACKAGING

4.1 The Employer will determine the salary and benefit packaging company to operate this entitlement. The Employee will negotiate separately with the salary and benefit packaging company and have the final costings agreed to by the Employer.

4.1.1 A salary equal to the difference between the Benefit Value and the salary which would have applied to the Employee under clause 3 above in the absence of an agreement under this sub-clause.

5. BENEFITS

5.1 The Benefits will be those made available by the Employer.

6. NOTIFICATION OF BENEFIT VALUE

6.1 The Employer must advise the Employee in writing of the Benefit Value before the Employee and the Employer enter into an agreement pursuant to clause 4 above.

7. CALCULATION OF SALARY DURING LEAVE

7.1 During the currency of an agreement under clause 4 above:
7.1.1 an Employee who takes leave on full pay will receive the Benefits and salary referred to in clause 4 of this Schedule;

7.1.2 an Employee who takes leave without pay is not entitled to any Benefits during the period of leave;

7.1.3 an Employee who takes leave on less than full pay will receive:

7.1.3(a) the Benefits; and

7.1.3.(b) an amount of salary calculated by applying the formula:

\[ A = S \times P\% - [(100\% - P\%) \times B] \]

where:
S = the salary determined under clause 4 above
P = the percentage of salary payable during the leave
B = the Benefit Value
A = the amount of salary

8. OTHER PAYMENTS

8.1 Any other payment under this agreement, calculated by reference to the Employee's salary, however described, and payable:

8.1.1 during employment; or

8.1.2 on termination of employment in respect of untaken paid leave; or on death, will be at the rate of pay which would have applied to the Employee under clause 3 of this Schedule, in the absence of an agreement under clause 4 of this Schedule.
SCHEDULE 1

WAGES: REGISTERED AND NON-REGISTERED TEACHERS

The following pay rates are effective from the first full pay period incorporating 1st February 2014

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Note: To obtain weekly rate, divide annual rate by 52.18.
SCHEDULE 1A

WAGES:  EMERGENCY TEACHERS

The following pay rates are effective from the first full pay period incorporating 1st February 2014

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SCHEDULE 2

WAGES: SCHOOL OFFICERS

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

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<td>Level 2-7</td>
</tr>
<tr>
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</tr>
<tr>
<td>Level 5-10</td>
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</tr>
<tr>
<td>Level 5-11</td>
<td>Level 3-3</td>
</tr>
<tr>
<td>Level 5-12</td>
<td>Level 3-4</td>
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</tr>
<tr>
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</tr>
<tr>
<td>Level 7-19</td>
<td>Level 4-2</td>
</tr>
<tr>
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<tr>
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<td>Level 4-5</td>
</tr>
<tr>
<td>Level 7-24</td>
<td>Level 4-5</td>
</tr>
</tbody>
</table>

Note: To obtain weekly rate, divide annual rate by 52.18

120
WAGES: SCHOOL OFFICERS

The following pay rates are effective from the first full pay period incorporating 1st August 2014

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

<table>
<thead>
<tr>
<th>Sub</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Level 5</th>
</tr>
</thead>
<tbody>
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<td>$74,208</td>
<td>$90,007</td>
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<td>$55,779</td>
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<td>$57,302</td>
<td>$79,014</td>
<td>$96,844</td>
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<td>$49,710</td>
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<td>8</td>
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<td>$62,401</td>
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<td></td>
<td></td>
<td>$63,866</td>
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<tr>
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</table>

Note: To obtain weekly rate, divide annual rate by 52.18
SCHEDULE 2 CONTINUED

WAGES: SCHOOL OFFICERS

The following pay rates are effective from the first full pay period incorporating 1st February 2015

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

<table>
<thead>
<tr>
<th>Sub</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Level 5</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$53,185</td>
<td>$75,099</td>
<td>$89,044</td>
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<td>$55,010</td>
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<td>$91,357</td>
</tr>
<tr>
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<td>$54,809</td>
<td>$56,560</td>
<td>$79,644</td>
<td>$93,670</td>
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<td>$56,437</td>
<td>$58,104</td>
<td>$79,962</td>
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<tr>
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<tr>
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</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td>$64,760</td>
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</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td>$66,270</td>
<td></td>
</tr>
<tr>
<td>10</td>
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<td></td>
<td></td>
<td>$69,815</td>
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<tr>
<td>11</td>
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<td>$71,000</td>
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<td></td>
<td></td>
<td>$73,500</td>
</tr>
</tbody>
</table>

Note: To obtain weekly rate, divide annual rate by 52.18
WAGES: SCHOOL OFFICERS

The following pay rates are effective from the first full pay period incorporating 1st August 2015

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

<table>
<thead>
<tr>
<th>Sub</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Level 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$43,643</td>
<td>$52,194</td>
<td>$53,851</td>
<td>$76,000</td>
<td>$90,292</td>
</tr>
<tr>
<td>2</td>
<td>$45,408</td>
<td>$54,188</td>
<td>$55,698</td>
<td>$78,113</td>
<td>$92,638</td>
</tr>
<tr>
<td>3</td>
<td>$47,368</td>
<td>$55,493</td>
<td>$57,267</td>
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<td>$94,983</td>
</tr>
<tr>
<td>4</td>
<td>$49,620</td>
<td>$57,142</td>
<td>$58,831</td>
<td>$82,300</td>
<td>$97,329</td>
</tr>
<tr>
<td>5</td>
<td>$51,036</td>
<td>$58,791</td>
<td>$60,364</td>
<td>$85,617</td>
<td>$99,674</td>
</tr>
<tr>
<td>6</td>
<td>$51,036</td>
<td>$60,440</td>
<td>$63,997</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
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<tr>
<td>8</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>$67,099</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>12</td>
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<td>$74,419</td>
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</tr>
</tbody>
</table>

Note: To obtain weekly rate, divide annual rate by 52.18
WAGES: SCHOOL OFFICERS

The following pay rates are effective from the first full pay period incorporating 1st February 2016

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

<table>
<thead>
<tr>
<th>Sub</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Level 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$43,643</td>
<td>$53,500</td>
<td>$55,698</td>
<td>$76,000</td>
<td>$90,292</td>
</tr>
<tr>
<td>2</td>
<td>$45,408</td>
<td>$55,100</td>
<td>$58,800</td>
<td>$78,113</td>
<td>$92,638</td>
</tr>
<tr>
<td>3</td>
<td>$47,368</td>
<td>$56,000</td>
<td>$60,500</td>
<td>$80,600</td>
<td>$94,983</td>
</tr>
<tr>
<td>4</td>
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<td>$58,850</td>
<td>$62,000</td>
<td>$82,300</td>
<td>$97,329</td>
</tr>
<tr>
<td>5</td>
<td>$51,036</td>
<td>$61,050</td>
<td>$66,200</td>
<td>$85,617</td>
<td>$99,674</td>
</tr>
<tr>
<td>6</td>
<td>$51,036</td>
<td>$61,050</td>
<td>$66,500</td>
<td>$86,567</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>$61,050</td>
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<td>$68,270</td>
<td></td>
</tr>
<tr>
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<td></td>
<td>$74,200</td>
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</tr>
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<td></td>
<td></td>
<td>$75,351</td>
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<td></td>
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<td>$75,351</td>
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</tbody>
</table>

Note: To obtain weekly rate, divide annual rate by 52.18
SCHEDULE 3

WAGES:  SCHOOL SERVICE OFFICERS

The following pay rates are effective from the first full pay period incorporating 1st May 2014

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>Subdivision 1</th>
<th>Subdivision 2</th>
<th>Subdivision 3</th>
<th>Subdivision 4</th>
<th>Subdivision 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$38,081</td>
<td>$39,213</td>
<td>$40,458</td>
<td>$41,593</td>
<td>$47,950</td>
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<td>$43,488</td>
<td>$44,975</td>
<td>$46,463</td>
<td>$53,100</td>
</tr>
<tr>
<td>3</td>
<td>$48,000</td>
<td>$49,275</td>
<td>$50,550</td>
<td>$51,825</td>
<td>$56,882</td>
</tr>
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<td>$53,858</td>
<td>$54,866</td>
<td>$55,874</td>
<td>$56,882</td>
</tr>
</tbody>
</table>

The following pay rates are effective from the first full pay period incorporating 1st August 2014

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>Subdivision 1</th>
<th>Subdivision 2</th>
<th>Subdivision 3</th>
<th>Subdivision 4</th>
<th>Subdivision 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$38,570</td>
<td>$39,509</td>
<td>$40,764</td>
<td>$41,906</td>
<td>$48,669</td>
</tr>
<tr>
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<td>$44,140</td>
<td>$45,649</td>
<td>$47,159</td>
<td>$53,896</td>
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<tr>
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<td>$51,308</td>
<td>$52,602</td>
<td>$57,735</td>
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<tr>
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<td>$54,666</td>
<td>$55,689</td>
<td>$56,712</td>
<td>$57,735</td>
</tr>
</tbody>
</table>

The following pay rates are effective from the first full pay period incorporating 1st February 2015

<table>
<thead>
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<th>LEVEL</th>
<th>Subdivision 1</th>
<th>Subdivision 2</th>
<th>Subdivision 3</th>
<th>Subdivision 4</th>
<th>Subdivision 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$40,001</td>
<td>$41,535</td>
<td>$43,070</td>
<td>$44,604</td>
<td>$49,351</td>
</tr>
<tr>
<td>2</td>
<td>$45,600</td>
<td>$46,538</td>
<td>$47,476</td>
<td>$48,413</td>
<td>$54,652</td>
</tr>
<tr>
<td>3</td>
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<td>$52,027</td>
<td>$53,340</td>
<td>$58,544</td>
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<tr>
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<td>$55,432</td>
<td>$56,469</td>
<td>$57,507</td>
<td>$58,544</td>
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The following pay rates are effective from the first full pay period incorporating 1st August 2015

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>Subdivision 1</th>
<th>Subdivision 2</th>
<th>Subdivision 3</th>
<th>Subdivision 4</th>
<th>Subdivision 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$40,500</td>
<td>$42,054</td>
<td>$43,607</td>
<td>$45,161</td>
<td>$49,967</td>
</tr>
<tr>
<td>2</td>
<td>$46,169</td>
<td>$47,119</td>
<td>$48,068</td>
<td>$49,018</td>
<td>$55,334</td>
</tr>
<tr>
<td>3</td>
<td>$50,019</td>
<td>$51,348</td>
<td>$52,677</td>
<td>$54,005</td>
<td>$59,275</td>
</tr>
<tr>
<td>4</td>
<td>$55,073</td>
<td>$56,124</td>
<td>$57,174</td>
<td>$58,225</td>
<td>$59,275</td>
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</tbody>
</table>

The following pay rates are effective from the first full pay period incorporating 1st February 2016

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>Subdivision 1</th>
<th>Subdivision 2</th>
<th>Subdivision 3</th>
<th>Subdivision 4</th>
<th>Subdivision 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$40,500</td>
<td>$42,054</td>
<td>$43,607</td>
<td>$45,161</td>
<td>$49,967</td>
</tr>
<tr>
<td>2</td>
<td>$46,169</td>
<td>$47,119</td>
<td>$48,068</td>
<td>$49,250</td>
<td>$55,334</td>
</tr>
<tr>
<td>3</td>
<td>$50,019</td>
<td>$51,348</td>
<td>$52,677</td>
<td>$54,005</td>
<td>$59,275</td>
</tr>
<tr>
<td>4</td>
<td>$55,073</td>
<td>$56,124</td>
<td>$57,174</td>
<td>$58,225</td>
<td>$59,275</td>
</tr>
</tbody>
</table>

Progression

Progression within Levels 2 to 5 shall be by annual increments having regard to the acquisition and utilization of skills and knowledge through experience in the employee’s work setting(s) over such period.

125
# Translation Table

<table>
<thead>
<tr>
<th>Old Agreement</th>
<th>Translates To</th>
<th>Old Agreement</th>
<th>Translates To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 2</td>
<td>Level 1</td>
<td>Level 3</td>
<td>Level 2</td>
</tr>
<tr>
<td>Level 4</td>
<td>Level 3</td>
<td>Level 5</td>
<td>Level 4</td>
</tr>
</tbody>
</table>

Note: to obtain weekly rate, divide annual rate by 52.18
MEDICAL SUPPORT ALLOWANCE

The following allowance per annum for a full time staff member

<table>
<thead>
<tr>
<th>1 May 2014</th>
<th>1 August 2014</th>
<th>1 February 2015</th>
<th>1 February 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>$634</td>
<td>$645</td>
<td>$652</td>
<td>$665</td>
</tr>
</tbody>
</table>

TOOL ALLOWANCE

The following rate at the commencement of this agreement is $18 per week

MEAL ALLOWANCE

The following rate at the commencement of this agreement is $20 per meal
### SCHEDULE 5

**WAGES: EARLY CHILDHOOD TEACHERS AND ASSISTANTS**

<table>
<thead>
<tr>
<th>Classification</th>
<th>2014 1 February</th>
<th>2014 1 February</th>
<th>2015 1 February</th>
<th>2016 1 February</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exemplary Level</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Level 3.4</td>
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<td>$83,851</td>
<td>$86,366</td>
<td>$88,958</td>
</tr>
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<td>$74,856</td>
<td>$77,102</td>
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</tr>
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<td>$70,507</td>
<td>$70,507</td>
<td>$72,622</td>
<td>$74,800</td>
</tr>
<tr>
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<td>$68,689</td>
<td>$68,689</td>
<td>$70,750</td>
<td>$72,872</td>
</tr>
<tr>
<td><strong>Accomplished Level</strong></td>
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<tr>
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<td>$66,872</td>
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<td>$70,945</td>
</tr>
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<td>$66,574</td>
<td>$68,571</td>
<td>$70,628</td>
</tr>
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<td>$64,448</td>
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<td>$68,373</td>
</tr>
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<td>$62,693</td>
<td>$64,574</td>
<td>$66,511</td>
</tr>
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<td>$60,984</td>
<td>$62,814</td>
<td>$64,698</td>
</tr>
<tr>
<td>Level 1.1</td>
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<td>$58,386</td>
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<td>$61,942</td>
</tr>
<tr>
<td><strong>Graduate Level</strong></td>
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<tr>
<td>Level 1.1B</td>
<td>$56,900</td>
<td>$56,900</td>
<td>$58,607</td>
<td>$60,365</td>
</tr>
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<td>Level 1.1A</td>
<td>$55,297</td>
<td>$55,297</td>
<td>$56,956</td>
<td>$58,665</td>
</tr>
</tbody>
</table>

**Emergency Teacher Rate – 3.5 Hours min**

- **Hourly rate**: $129.18, $129.18, $133.05, $137.04

### Activity Group Leaders

<table>
<thead>
<tr>
<th>Classification</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 3</td>
<td>$47,355</td>
<td>$47,355</td>
<td>$48,776</td>
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<tr>
<td>Level 2</td>
<td>$46,664</td>
<td>$46,664</td>
<td>$48,064</td>
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<tr>
<td>Level 1</td>
<td>$45,973</td>
<td>$45,973</td>
<td>$47,352</td>
</tr>
</tbody>
</table>

### Early Childhood Assistants

<table>
<thead>
<tr>
<th>Classification</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 2.2</td>
<td>$39,185</td>
<td>$39,185</td>
<td>$40,360</td>
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<tr>
<td>Level 2.1</td>
<td>$38,494</td>
<td>$38,494</td>
<td>$39,649</td>
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<tr>
<td>Level 1.5</td>
<td>$37,823</td>
<td>$37,823</td>
<td>$38,958</td>
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<tr>
<td>Level 1.4</td>
<td>$37,816</td>
<td>$37,816</td>
<td>$38,950</td>
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<tr>
<td>Level 1.3</td>
<td>$37,234</td>
<td>$37,234</td>
<td>$38,351</td>
</tr>
<tr>
<td>Level 1.2</td>
<td>$36,970</td>
<td>$36,970</td>
<td>$38,079</td>
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<tr>
<td>Level 1.1</td>
<td>$36,665</td>
<td>$36,665</td>
<td>$37,765</td>
</tr>
</tbody>
</table>

**Relief assistant rate**: $23.11, $23.11, $23.80, $24.51

**Relief activity group leader rate**: $28.99, $28.99, $29.85, $30.74
SIGNATORIES

Signatories

[Signature]

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Date: 10th September 2015

[Signature]

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Wandana Heights Vic 3216

Date: 10th September 2015

Witnesses

[Signature]

Name: Gary Polglaze
Address: 20 Balfour St
Geelong North Vic 3215

Date: 10th September 2015