DECISION

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

Kilvington Grammar School Limited T/A Kilvington Grammar School
(AG2014/7316)

KILVINGTON GRAMMAR SCHOOL AGREEMENT 2014

Educational services

COMMISSIONER WILSON MELBOURNE, 19 SEPTEMBER 2014

Application for approval of the Kilvington Grammar School Agreement 2014.

[1] An application has been made for approval of a single-enterprise agreement known as the Kilvington Grammar School Agreement 2014 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Kilvington Grammar School (the Applicant).

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 September 2014. The nominal expiry date of the Agreement is 18 September 2018.
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PART 1  APPLICATION AND OPERATION OF AGREEMENT

1.0  TITLE

This Agreement is to be known as the Kilvington Grammar School Agreement 2014 (the Agreement) and is a single interest agreement made pursuant to section 172(2) of the Fair Work Act 2009 (Cth) (the Act).

2.0  COMMENCEMENT DATE AND PERIOD OF OPERATION

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

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

3.0  COVERAGE

This Agreement covers:

a) Kilvington Grammar School Ltd trading as Kilvington Grammar School (Kilvington); and

b) Employees of the School including Teachers, School Assistants, Early Learning Centre (ELC) Teachers, Early Learning Centre (ELC) Assistants, Clerical/Administrative Employees, Grounds and Maintenance staff, Information Communication Technology Employees, and Outside School Hours Care staff.

4.0  APPLICATION

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

4.2 The Agreement excludes members of the Executive Team as specified in the definition, Sport Coaches, Instrumental Music and Speech and Drama Tutors.

5.0  RELATIONSHIP TO AWARDS

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

6.0  CONSULTATIVE FRAMEWORK

6.1 The parties recognise the benefit of consultation in relation to the conditions of employment being implemented under this Agreement.

6.2 Following approval of the Agreement by the FWC, the parties will establish a Consultative Committee to deal with any issues concerning the implementation of this Agreement.

6.3 The Consultative Committee will comprise a staff employee representative, three other members of staff elected by the Staff Association, the Principal, the President of Kilvington Council or his/her nominee, and the Business Manager.
### 7.0 DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act</td>
<td>means the <em>Fair Work Act 2009</em> (Cth) or its successor</td>
</tr>
<tr>
<td>Attendance Time</td>
<td>means all days of the School Year less the Non Attendance Time and the period of annual leave</td>
</tr>
<tr>
<td>Assistant</td>
<td>means School Assistant and an ELC Assistant</td>
</tr>
<tr>
<td>Awards</td>
<td>means the following:</td>
</tr>
<tr>
<td></td>
<td>- Educational Services (Schools) General Staff Award 2010, and</td>
</tr>
<tr>
<td></td>
<td>- Educational Services (Teachers) Award 2010</td>
</tr>
<tr>
<td></td>
<td>or their successor award(s)</td>
</tr>
<tr>
<td>Casual Employee</td>
<td>means an Employee employed pursuant to clause 9.6 of this Agreement</td>
</tr>
<tr>
<td>Continuous Employment</td>
<td>Continuous employment for the purposes of calculating the Long Service Leave entitlement does not include periods of unpaid parental leave or periods of leave without pay. This provision expressly overrides the <em>Long Service Leave Act 1992</em> (Vic).</td>
</tr>
<tr>
<td>ELC Assistant</td>
<td>means a person who performs general duties under the general direction of an Early Childhood Teacher in a kindergarten program</td>
</tr>
<tr>
<td>ELC Teacher</td>
<td>means a person who is employed to teach children in the early childhood program</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>means the Kilvington Grammar School Ltd (79 117 529 932)</td>
</tr>
<tr>
<td>Executive Team</td>
<td>means Principal, Deputy Principal, Business Manager and Marketing Manager</td>
</tr>
<tr>
<td>Face to Face Teaching</td>
<td>&quot;Face to Face teaching&quot; in relation to a particular teacher means regular rostered teaching sessions in a documented course of study (approved by either the School Council, Principal or Victorian Curriculum and Assessment Authority), only for which course the teacher has primary responsibility for educational delivery and includes sessions of direct student instruction rostered or required by the Employer -</td>
</tr>
<tr>
<td></td>
<td>- for curricular involving student supervision, student counselling and consultation; or</td>
</tr>
<tr>
<td></td>
<td>- in the case of a teacher librarian, for student contact and consultation in a library</td>
</tr>
<tr>
<td></td>
<td>The following are not considered to be components of Face to Face Teaching:</td>
</tr>
<tr>
<td></td>
<td>- Assembly times – teachers are expected to attend Assembly if they are at school</td>
</tr>
<tr>
<td></td>
<td>- Pastoral Care – these activities are undertaken by House Tutors, Form Teachers and/or House Deans</td>
</tr>
<tr>
<td></td>
<td>- Co-curricular activities</td>
</tr>
<tr>
<td></td>
<td>- Replacement duties</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Fixed Term Employee</td>
<td>means an Employee employed pursuant to clause 9.5 of this Agreement</td>
</tr>
<tr>
<td>Full Time Employee</td>
<td>means an Employee employed pursuant to clause 9.3 of this Agreement</td>
</tr>
<tr>
<td>NES</td>
<td>means the National Employment Standards as contained in Part 2-2 of the Act</td>
</tr>
<tr>
<td>Non Attendance Time</td>
<td>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)</td>
</tr>
<tr>
<td>Non-teaching Staff</td>
<td>means those Employees employed to perform administrative duties, Assistants (School and ELC), all grounds and maintenance staff, IT staff, canteen, outside school hours care and uniform shop staff</td>
</tr>
<tr>
<td>Part Time Employee</td>
<td>means an Employee employed pursuant to clause 9.4 of this Agreement</td>
</tr>
<tr>
<td>Permission to Teach Teacher</td>
<td>means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.)</td>
</tr>
<tr>
<td>Principal</td>
<td>means Principal of Kilvington Grammar School Ltd or his or her nominee</td>
</tr>
<tr>
<td>School</td>
<td>means Kilvington Grammar School Ltd (79117 529 932) trading as Kilvington Grammar School</td>
</tr>
<tr>
<td>School Assistant</td>
<td>includes but is not limited to an Employee who is ancillary to the process of teaching and includes Library Assistant, Library Technician, Laboratory Technician, Teachers Aide, and Audio Visual Technician</td>
</tr>
<tr>
<td>School Holidays</td>
<td>means a period of holidays as determined by the Employer and announced 12 months’ prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian Government for Victorian Government schools</td>
</tr>
<tr>
<td>School Year</td>
<td>means the twelve months from the commencement of the first day of February in a year</td>
</tr>
<tr>
<td>Teacher</td>
<td>means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic.) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called</td>
</tr>
</tbody>
</table>
8.0 DISPUTE RESOLUTION PROCEDURE

8.1 If a dispute relates to
a) a matter arising under the Agreement, or
b) the NES
this clause sets out procedures to settle the dispute.

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

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

8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
   a) the FWC may deal with the dispute in two stages:
   b) the FWC will first attempt to resolve the dispute using one or more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
   c) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
      (i) in relation to the NES, arbitrate the dispute, or
      (ii) in relation to all other matters in the Agreement, arbitrated the dispute only with the consent of both parties, and

make a determination that is binding on the parties.

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

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

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

9.0 MODES OF EMPLOYMENT

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

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

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

9.4 Part Time Employee

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

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

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

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

\[
\text{hours of face-to-face teaching} \times \frac{\text{annual salary}}{\text{hours of Full Time Teacher’s face-to-face teaching}}
\]

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

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

a) the Teacher consents; or

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

9.5 Fixed Term Employee

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

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

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

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

9.5.4 The termination of employment of a replacement Employee will be by the expiry of the period of employment or in accordance with the provisions of clause 31.0.
9.5.5 A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
   • notice of termination (where the date of cessation of employment is stated at the time of appointment)
   • redundancy
   • paid parental leave

9.6 Casual Employee

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

9.6.2 The Employer must not engage a Casual Employee for less than 2 hours on any given day.

9.6.3 A Casual Teacher is entitled to be paid to the nearest 15 minutes.

9.6.4 A Casual Employee is not entitled to any of the following benefits under this Agreement:
   • notice of termination of employment
   • redundancy
   • remuneration packaging
   • annual leave
   • school holidays
   • non attendance time
   • leave loading
   • public holidays
   • paid personal/carer’s leave
   • paid compassionate leave
   • accident make-up pay
   • paid parental leave

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

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

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

9.7 Letter of Appointment

Each Employee (other than emergency teachers or other casual employees) upon engagement shall be issued with a letter of appointment by the Principal including classification, salary rate and other service benefits.
9.8 Consultation about Change

9.8.1 This clause applies if the Employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

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

(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and

(b) clauses 9.8.3 to 9.8.9 apply.

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

9.8.4 If:

(a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and

(b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the Representative.

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

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Employees; and

(iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant Employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the Employees; and

(iii) any other matters likely to affect the Employees.

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

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

9.8.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.8.2(a) and clauses 9.8.3 and 9.8.5 are taken not to apply.
9.8.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

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

Change to regular roster or ordinary hours of work

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

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

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

9.8.12 If:

(a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and

(b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the Representative.

9.8.13 The Employer must:

(a) discuss with the relevant Employees the introduction of the change; and
(b) for the purposes of the discussion—provide to the relevant Employees:

(i) information about the proposed change (for example, information about the nature of the change to the Employee’s regular roster or ordinary hours of work and when that change is proposed to commence); and
(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

9.8.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
9.8.16 For the purposes of clauses 9.8.11 to 9.8.15, the Employer's educational timetable in respect of academic classes and student activities, which:

(a) may operate on a term, semester or a School Year basis, and
(b) ordinarily changes between one period of operation and the next, and
(c) may change during the period of operation,

is not a regular roster.

9.8.17 However, where a change to a School's educational timetable directly results in a change

(a) to the number of ordinary hours of work of an Employee or
(b) to the spread of hours over which the Employee's ordinary hours, are required to be worked, or
(c) the days over which the Employee is required to work, clauses 9.8.11 to 9.8.15 will apply.

In this clause: Relevant Employees means the Employees who may be affected by a change referred to in clauses 9.8.1.

9.9 Individual Flexibility Arrangements

9.9.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with one or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances;
   (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

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

9.9.2 The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.
9.9.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:
   (i) the terms of the enterprise agreement that will be varied by the arrangement; and
   (ii) how the arrangement will vary the effect of the terms; and
   (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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

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

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing—at any time.
PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

10.0 MINIMUM EMPLOYMENT PERIOD

10.1 An Employee’s employment is contingent upon the satisfactory completion of a six month minimum employment period.

10.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee’s employment, the Employer does not need to comply with the relevant notice of termination provisions and the due process referred to in clause 31.0.

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

<table>
<thead>
<tr>
<th>Employee</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher</td>
<td>7 week’s notice</td>
</tr>
<tr>
<td>School Assistants</td>
<td>4 week’s notice</td>
</tr>
<tr>
<td>Other Employees</td>
<td>1 week’s notice</td>
</tr>
</tbody>
</table>

10.4 If the Employee is to resign within the first six months of the Employee’s employment commencing, then the Employee is required to give the same notice required of the Employer in 10.3 above.

11.0 SALARY AND RESPONSIBILITY ALLOWANCES

11.1 Salaries and responsibility allowances are specified in the schedules attached to this Agreement.

11.2 A general increase of 3% applies to the salaries of all Employees from the first full pay period commencing on or after 1 February 2013. The salary and responsibility allowances increased by 0.5% from 1 August 2013.

11.3 The salaries and responsibility allowances were increased by 3.5% from the first full pay period commencing on or after 1 February 2014.

11.4 From 2014, the parties will meet in June of each year to discuss and finalise salary levels and responsibility allowances for the following School Year, i.e. meet in June of 2014, 2015 2016 and 2017. The salary schedules for 2015, 2016, 2017 and 2018 will be published via the School Intranet, or an equivalent means.

11.5 For the purpose of cl.11.4, salary levels and responsibility allowances will be discussed by the Consultative Committee.

12.0 REMUNERATION PACKAGING

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

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

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

14.0 PAYMENT ARRANGEMENTS

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

15.0 PERSONAL LEAVE

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

15.2 Definitions

In this clause the term immediate family means:

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

where

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

15.3 Entitlement

This clause does not apply to a Casual Employee except that a Casual Employee is entitled to unpaid carer’s leave pursuant to clause 9.6.5.

15.3.1 Paid personal leave is available to an Employee when the Employee is absent:

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

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

15.4 Sick Leave

15.4.1 An Employee is entitled to access personal leave entitlements where the Employee is unable to perform the Employee’s duties by reason of personal illness or injury.
15.4.2 Personal leave for an Employee accrues on an even basis across 12 monthly periods for continuous service, based upon the Employee's nominal hours of work. In the event that an Employee's sick leave is insufficient to cover the Employee's needs the Principal at his/her discretion can grant further sick leave to cover those needs.

15.4.3 An Employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Employer of the Employee's inability to attend for duty because of personal injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the Employer during the ordinary hours of the first day of such absence, the Employee will inform the Employer within 24 hours of such absence.

15.4.4 Evidence supporting claim

An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate or statutory declaration to the Employer for any absence of more than two consecutive days; or

- if required by the Employer, the Employee provides a medical certificate or a statutory declaration to the Employer for any absence continuous with the first or last day of a term, weekend or public holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; or

- the Employee produces a medical certificate or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or statutory declaration to the Employer exceeds five days in the one year.

15.5 Carer's Leave

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

15.6 Notice required for carer's leave

15.6.1 When taking carer's leave the notice must include:

- the name of the person requiring care and support;
- the person’s relationship to the Employee;
- the reasons for taking such leave; and
- the estimated length of absence.

15.6.2 If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.
15.7 Evidence supporting claim

15.7.1 If required by the Employer, then the Employee must establish by production of a medical certificate or statutory declaration, that the illness or injury is such as to require care or support by another.

15.7.2 When taking leave to provide care or support for members of the Employee’s immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

15.8 Unpaid carer’s leave

15.8.1 Where an Employee has exhausted all paid personal leave entitlements, the Employee is entitled to a period of up to two days unpaid carer’s leave for each occasion to provide care or support for members of the Employee’s immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency.

15.8.2 This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.

15.8.3 The Employee is only entitled to unpaid carer’s leave if the Employee has complied with the notice and documentation requirements in clause 15.6 and 15.7 of this Agreement.

15.9 Compassionate Leave

15.9.1 An Employee may take three days’ paid leave per occasion when a member of the Employee’s immediate family or household contracts or develops a personal injury or illness that poses a serious threat to life or dies. This leave may be taken in a single unbroken period of three days or three separate periods of one day or as agreed by the Employer and the Employee.

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

15.9.3 A Casual Employee:
   a) is not entitled to paid compassionate leave;
   b) is entitled to not be available to attend work or is entitled to leave work if a member of the Employee’s immediate family or member of the household in Australia is seriously ill or dies.

15.9.4 A Casual Employee and the School may agree upon the period for which the Casual Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion.

16.0 BREAKAGE AND LOSS

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or damage, or loss of property which occurs in the normal course of the Employee’s duties.
17.0 MEAL ALLOWANCE/MEAL BREAK AND VEHICLE ALLOWANCE

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

17.2 Employees may on occasions be requested to participate in co-curricular activities where they are required to accompany or be present at events with students during the evening. Should it be impractical for the Employee to return home for their evening meal or she/he will be returning after dinner time, the Employee may claim up to $25 towards food and non-alcoholic drinks subject to prior approval of the Employee’s supervisor. Where practicable, the Employee must supply receipts for the meal/food. Such events include, but are not limited to, debating, sport and music excursions.

17.3 A Teacher will be entitled to an unpaid meal break, free of duties, of not less than 30 consecutive minutes, which must commence no later than five hours after the Teacher commenced work for the day.

17.4 On a day that a Teacher is undertaking yard duty during the school lunch break, the Teacher’s meal break will not be less than 20 minutes.

17.5 When an employee uses their own vehicle for approved school purposes they will be entitled to be reimbursed for kilometers travelled at the current ATO rates.

18.0 COMMUNITY SERVICE LEAVE

18.1 Community service leave is provided for by the NES.

18.2 Jury service leave

18.2.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

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

18.2.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

18.2.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the court authorities with respect to jury service.

18.2.5 Where an employee prior to proceeding on jury service leave signs a form authorising deduction of an amount equivalent to the jury service payment made by the Court Authorities from the first salary payment following the period of leave, the Employer will pay the Employee’s normal salary to the Employee during the period of jury service.
19.0 PROTECTIVE CLOTHING

19.1 Where the School requires a Teacher or Assistant to wear protective clothing in the course of his or her duties, other than with respect to sporting activity, such clothing shall be supplied by the School.

19.2 Protective clothing so issued shall remain the property of the School and be maintained in good order and condition by the Teacher or Assistant, fair wear and tear excepted.

19.3 Suitable protective clothing shall be provided for Grounds and Maintenance Employees and Laboratory Assistants and will be replaced on a fair wear and tear basis by the School.

20.0 INFECTIOUS DISEASE LEAVE

20.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay, provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the school and the disease is evident in the school:
  - German measles
  - Chickenpox
  - Measles
  - Mumps
  - Scarlet fever
  - Whooping cough
  - Rheumatic fever, or
  - Hepatitis

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

21.0 LEAVE WITHOUT PAY

21.1 Discretion of the School

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

21.2 Leave arrangements

For Teachers and Assistants, such leave should preferably;
  - commence on the day following the last teaching day of a term; and
  - conclude on the day preceding the first teaching day of a term.

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

21.3 Returning from leave

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

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

Leave without pay does not break continuity of employment. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the Long Service Leave Act 1992 (Vic).

22.0 PUBLIC HOLIDAYS

22.1 Public holidays are provided for by the NES.

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

22.3 Public Holidays that occur during a period of leave for Teachers in accordance with clause 33.7 do not create an additional entitlement.

23.0 PARENTAL LEAVE

23.1 Relationship with Act

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

23.2 Entitlement

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

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

23.2.3 A period of unpaid parental leave does not break the Employee’s continuity of employment but it does not count as employment or service.

23.3 Parental allowance

23.3.1 Parental leave shall be without pay, except that the Employer will at the date of birth, an Employee who is eligible for birth-related leave pay a parental allowance equivalent to ten weeks’ ordinary pay from signing of the agreement in 2013, 12 weeks’ ordinary pay from 1 February 2014, 13 weeks’ ordinary pay from 1 February 2015 and 14 weeks’ ordinary pay from 1 February 2016.

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

23.3.3 One week’s paid concurrent leave may be taken within one month of the birth of a child.
23.4 Right to request part-time work

23.4.1 Part Time Work
a) Subject to 23.4.1 b), an Employee, entitled to parental leave pursuant to the provisions of the Act, may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

b) An application pursuant to 23.4.1 must be made as soon as possible but not less than three weeks prior to the employee's return to work date. It is the Employer's preference that the Employee notify of his/her intention to return to work after this period of parental leave at least twenty (20) weeks prior to the expiration of the leave where practicable.

23.4.2 Request to be considered
(a) The Employer shall consider any request made pursuant to 23.4.1, 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.

(b) An Employee's request and the Employer's decision made pursuant to 23.4.1 must be recorded in writing.

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

23.5 Returning to work after a period of parental leave

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

23.5.2 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position nearest in status and pay to that of the Employee's former position.

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

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

a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

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

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

23.7 Special maternity leave

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

(a) she has a pregnancy-related illness; or

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

23.8 Transfer to a safe job

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

24.0 LONG SERVICE LEAVE

24.1 An Employee is entitled to long service leave in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.

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

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

24.4 Long Service Leave for Teachers and School Assistants in receipt of school holidays shall normally be taken in term lengths but shall ordinarily be taken within twenty four months of entitlements falling due following ten years of continuous employment. The decision should be made on balance between the School’s operational requirements and the individual’s needs.
24.5 For Non-teaching Staff long service leave entitlements shall be used in not more than three parts, and shall ordinarily be taken within twenty four months of entitlements falling due following 10 years of continuous employment.

24.6 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.

24.7 Illness on long service leave

24.7.1 An Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave reaccredited to the Employee. An application must be made pursuant to 24.7.3. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

24.7.2 An exception to 24.7.1, is that the Employer and the Employee may agree that the Employee's long service leave may be extended by the period of illness as an alternative to being reaccredited to the Employee.

24.7.3 The Employee's application:

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

24.8 Mode of Employment and Payment

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

24.8.2 Where an Employee's time fraction has varied, salary when proceeding on Long Service Leave will be calculated by striking an average of weekly hours worked over the period of service, or such amount as agreed between the School and the Employee, and multiplying average weekly hours by the current hourly pay rate.

24.8.3 Long service leave will be paid on termination of employment provided the Employee has completed seven years' continuous employment.

24.9 Term of Leave

24.9.1 Long Service Leave should generally be taken within two years of it becoming due and by mutual agreement. If agreement cannot be reached the School may give three (3) months' written notice directing the Employee to take Long Service Leave.
25.0 STUDY, EXAM AND QUALIFICATION CONFERRAL LEAVE

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

25.2 An ELC Teacher will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

26.0 PROFESSIONAL DEVELOPMENT

26.1 Kilvington is a learning organisation where new learning pedagogies and initiatives are part of the culture and the expectation of the community. Professional development is defined as the formal and informal ongoing learning of all members of the staff. Professional development programs will be organised, in consultation with staff, to ensure a balance program is developed.

26.2 In conjunction with clause 33.6.1, in addition to professional development conducted throughout the year Teachers are required to attend up to three (3) days of professional development during the mid-year break Non Attendance Time, either adjacent to the beginning or the end of the term break. The School will notify all Teachers of scheduled professional development days at least 12 months in advance. Further attendance during a period of Non Attendance Time may be mutually agreed between the School and the individual Teacher.

26.3 It is the School's expectation that all Teachers will attend staff professional development days. The general expectation is that part-time staff will attend these days and be provided time in lieu as can be arranged.

26.4 In addition to professional development conducted throughout the year School Assistants, ELC Assistants and Non-teaching Staff are required to attend up to three (3) days of professional development during the mid-year break, either adjacent to the beginning or the end of the term break. The number of days of attendance is at the discretion of the Principal. The School will notify all Staff of scheduled professional development days at least 12 months in advance. The general expectation is that part-time staff will attend these days and the School make endeavours to provide appropriate recognition of attendance. If staff are required to work when they would ordinarily be on leave then they will be paid at their hourly rate of pay or be provided time in lieu to attend the training days.

27.0 KILVINGTON APPRECIATION PAYMENT

27.1 The Employer will pay a Kilvington Appreciation Payment to all Employees in lieu of annual leave loading, excluding Casual Employees.

27.2 The payment will be a minimum of 1.5% of salary payable annually in each December excluding camp overnight allowances and supervised teaching professional experience payments.

27.3 An Employee who ceases employment at Kilvington prior to the commencement of third term in a particular school year will have no entitlement to this payment.

27.4 An employee who qualifies for an Appreciation Allowance under clause 27.3 will be paid as follows:

\[
\text{Earned Salary for the Year X 1.5%} \]

23
28.0 CAMP ALLOWANCE

An Employee who is required to stay overnight at a School camp or excursion within Australia where supervision of students is required is entitled to receive an allowance of $50.00 per night.

29.0 ACCIDENT MAKE-UP PAY

29.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Accident Compensation Act 1985 (Vic), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

29.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the Accident Compensation Act 1985 (Vic), then the Employee:

a) is not entitled to accrue any of the following entitlements under this Agreement or under the NES, where relevant, for the duration of any such absence:
   - annual leave
   - paid personal/carer’s leave

b) is not entitled to any payment or benefit in respect of any Non Attendance Time or School Holidays, where such entitlement applies, which fall during the period that the Employee is in receipt of weekly payments under Accident Compensation Act 1985 (Vic),

30.0 EMPLOYEE DISCOUNT ON KILVINGTON FEES

30.1 An Employee with a child or children enrolled at Kilvington shall be entitled to a 25% reduction on tuition fees for the first child and a 30% reduction on tuition fees for any subsequent child or children. This includes a child who is fully sponsored by an Employee.

30.2 Any scholarship or other reduction shall not be cumulative with the Employee's discount. All concessions over and above the Agreement are at the Principal’s discretion.

30.3 All Employees covered by this Agreement are offered a discount of 25% on outside school hours care fees (excluding Club Kilvington activity fees), subject to normal operating conditions.

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

31.0 TERMINATION OF EMPLOYMENT

31.1 Termination procedures

Except in the case of redundancy, the employment of an Employee can be terminated summarily or by due process.

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

Due process will not apply to Employees within the Minimum Employment as specified in 10.0.

31.2.1 Under normal circumstances, should the Principal or his/her nominee have any concerns as to an Employee’s performance, he/she should convey these concerns to the Employee via a verbal discussion and/or meeting. The Employee is entitled to be represented at this meeting by a person of his/her choosing or bring a support staff member.

31.2.2 If as a result of this meeting, these concerns are not resolved to the satisfaction of the Principal, the Principal or his/her nominee will advise the Employee in writing of:

- Kilvington’s concerns with the conduct or performance of the Employee;
- the time, date and the place of the next due process meeting;
- the right of the Employee to be accompanied by a nominee of his or her choice at all due process meetings;
- Kilvington’s right to terminate the employment of the Employee should due process not resolve Kilvington’s concerns.

31.2.3 The Due Process meeting will:

- include discussion of Kilvington’s concerns with the conduct or performance of the Employee;
- give the Employee an opportunity to respond to these concerns;
- include discussion of any counselling or assistance, where appropriate, available to the Employee;
- include documentation where appropriate; and
- set periods of review as appropriate

31.2.4 If following due process the decision is made to terminate the employment of an Employee, due notice shall be given.

31.3 Summary Dismissal

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

31.4 Notice of Termination – Teachers

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

31.4.2 The period of notice in this clause does not apply:

- to Fixed Term Teachers where the date of cessation of employment is stated at the time of appointment; and
- to Casual Teachers.
31.4.3 Payment in lieu of notice is calculated by taking the amount of salary a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

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

31.5 Notice of Termination - Non-Teachers - All Other Employees except Teachers

31.5.1 Four (4) weeks' notice in writing shall be given by Kilvington of the intention to terminate a non-teacher's employment, or full payment in lieu of notice shall be given. Where a non-teacher is entitled to school holidays, such notice shall be given wholly within the one school term.

31.5.2 If notice is given by the non-teacher a minimum of four (4) weeks' notice in writing shall be given. Where the non-teacher is entitled to school holidays such notice shall be given wholly within the one school term.

31.5.3 In addition to the notice in paragraph 31.5.1 hereof, non-teachers over 45 years of age at the time of being given notice with not less than two years' continuous service shall be entitled to an additional week's notice.

31.5.4 Payment in lieu of the notice prescribed in paragraphs 31.5.1 and 31.5.2 hereof shall be made if the appropriate notice period is not given.

31.5.5 In calculating any payment in lieu of notice the wages a non-teacher would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

31.5.6 The period of notice in this clause does not apply:

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

31.6 Statement of service

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

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

31.7 Withholding of Monies

31.7.1 Subject to the financial obligation imposed on an Employer by any Act, in the event that an Employee does not provide the full notice required by 31.4 or 31.5 or part thereof, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.
31.7.2 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee upon termination of employment from sources including (but not limited to) the following:

(a) unpaid salary or wages,
(b) any entitlement to a pro rata payment for School Holidays or Non Attendance Time;
(c) any entitlement to a pro rata payment of long service leave (notwithstanding any inconsistent provision of the Long Service Leave Act 1992 (Vic); and
(d) any amounts owing to the Employee for an unpaid bonus or allowance.

32.0 REDUNDANCY

32.1 Discussion before termination

32.1.1 Where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Principal shall hold discussions with Employees directly affected.

32.1.2 The discussions shall take place as soon as is practicable after the decision has been made and shall include any reasons for the proposed terminations, the number and categories of Employees likely to be affected, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned and the Principal shall, as soon as practicable, provide this is writing to the Employees affected. Employees may invite an advocate to accompany them in these discussions.

32.1.3 The Principal shall not be required to disclose confidential information during these discussions the disclosure of which would be inimical to the Employer’s interests.

32.2 Transfer to lower paid duties

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

32.3 Severance Pay

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

<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>4.4 weeks pay</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>6.6 weeks pay</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>7.6 weeks pay</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>8.8 weeks pay</td>
</tr>
<tr>
<td>5 years but less than 6 years</td>
<td>11 weeks pay</td>
</tr>
<tr>
<td>6 years but less than 7 years</td>
<td>11 weeks pay</td>
</tr>
<tr>
<td>7 years but less than 8 years</td>
<td>13 weeks pay</td>
</tr>
<tr>
<td>8 years but less than 9 years</td>
<td>14 weeks pay</td>
</tr>
<tr>
<td>9 years but less than 10 years</td>
<td>16 weeks pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>1.3 week's pay for each completed year of service</td>
</tr>
</tbody>
</table>
For the purposes of this clause, continuous service shall be calculated to include all service for which paid leave was applicable but shall not include any period of unpaid leave except at the discretion of Kilvington.

32.4 Leaving during notice

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

32.5 Alternative employment

Kilvington in a particular redundancy case may vary the general redundancy pay prescription if it obtains acceptable alternative employment for an Employee acceptable to that Employee.

32.6 Time off during notice period

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

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

32.6.3 32.6.1 will not apply where an Employee finds alternative employment commensurate to the Employee's current position during the notice period.

32.7 Exemptions

Clause 32.0 shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or by due process, or to Casual Employees or Fixed Term Employees.

32.8 If a Part Time Teacher's hours are increased or decreased, without the Teacher's consent, by more than 25 per cent, the Teacher will be entitled to the provisions of this clause.
PART 3  CONDITIONS OF EMPLOYMENT FOR SPECIFIC EMPLOYEES

33.0  TEACHERS

33.1  SALARY AND CLASSIFICATIONS

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

33.1.2  The classification structure for Teachers is set out in Appendix 1.

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

33.2  ANNUAL PERFORMANCE REVIEW

A teacher will participate in a performance review each year. An Annual Performance Review (APR) will involve a review of performance against key performance criteria (as specified in the Annual Performance Review and Progression through to Level 10 Policy and the Annual Performance Review and Progression through to Level 11 Policy) over the preceding time period. This will be followed by a performance discussion. A determination will be made as to whether the teacher should progress to the next salary level.

33.3  RESPONSIBILITY ALLOWANCES

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

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

33.4  PASTORAL CARE AND CO-CURRICULAR INVOLVEMENT

Teachers are expected to participate in pastoral care and co-curricular activities which support the educational philosophy of the School. The salary of Teachers is totally inclusive of these duties. This policy is articulated in the Staff Handbook.

33.5  HOURS OF WORK

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

33.6  NON ATTENDANCE TIME

33.6.1  Subject to clause 26.2 a Teacher is generally not required to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

33.6.2  Non Attendance Time is not a period of authorised leave for the purpose of the Act, except for the period of four weeks' annual leave deemed to be taken during Non Attendance Time.
33.6.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 33.6.4.

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

\[
\frac{\text{Number of weeks of a Teacher’s Attendance Time}}{\text{Total number of weeks of School’s Attendance Time}} \times \frac{\text{Non Attendance Time}}{} - \text{Non Attendance Time weeks already taken}
\]

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

33.6.6 Teachers, both Full Time and Part Time, are expected to participate and assist in the preparation of and supervision of School activities: such participation and assistance to be on a pro-rata basis for Part Time Teachers.

33.6.7 All first year Teachers will have their workload reduced by 2 periods per cycle to allow for mentoring and portfolio development. Teachers providing mentoring support will have their workload reduced by 1 period per cycle.

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

33.7 ANNUAL LEAVE

33.7.1 Annual Leave is in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.

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

33.7.3 A Teacher must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4. The shutdown period may differ for individual Teachers, depending on work commitments and activities.

33.7.4 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time during Non Attendance Time.

33.8 REPLACEMENT DUTIES

33.8.1 A Teacher is expected to take extras classes or duties, with no Full Time Teacher expected to take more than 12.5 hours per semester. Part Time Teachers would undertake such extra classes or duties on a pro-rata basis. An extra is defined as one session, 60 minutes.
33.8.2 If a Teacher is required to cover a Teacher’s yard duty (lunchtime, recess, before school and after school) then it is deemed to be one half of one session.

33.8.3 The length of a session may be altered via consultation with Teaching staff during the life of this Agreement. Should length of sessions be adjusted at any stage in the life of this Agreement, the length of an extra (i.e. one half of one session or other) will be negotiated.

34.0 ASSISTANTS

An Assistant is employed under either clause 9.3 or 9.4. The Assistant will be notified at the commencement of employment as to the specific clause that will apply.

34.1 SALARY AND CLASSIFICATIONS

34.1.1 The salary scale for School Assistants is set out in Schedule 2.

34.1.2 The classification structure for School Assistants is set out in Appendix 2.

34.1.3 The salary scale for ELC Assistants is set out in Schedule 3.

34.1.4 The classification structure for ELC Assistants is set out in Appendix 3.

34.1.5 The salary specified in the relevant Schedules is in compensation for all hours worked under this Agreement.

34.2 HOURS OF WORK

34.2.1 The ordinary hours of work for a Full Time Assistant will be 38 hours per week. For an ELC Assistants the spread of hours may be from 7.00 a.m. to 6.00 p.m. Monday to Friday.

34.3 MEAL ALLOWANCES AND BREAKS FOR ELC ASSISTANTS

34.3.1 The Employer will supply an ELC Assistant with a meal should the Employer require the Employee to remain at school continuously until after 6.00 p.m. on any day, or where the ELC Assistant is required to work in excess of 9 hours on any given day.

34.3.2 A paid morning break of 10 minutes between the second and third hour, and if the day’s work exceeds 7 hours a paid afternoon rest period of 10 minutes.

34.3.3 An unpaid meal break of at least 30 minutes within the first five hours of work.

34.4 ANNUAL LEAVE

34.4.1 Assistants are entitled to annual leave in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.

34.4.2 An Assistant is entitled to five weeks’ annual leave for every 12 months of continuous service on a pro rata and cumulative basis. Annual leave must be taken during the period designated by the School each year as the shutdown period. A shutdown period is defined as a period where the Employer shuts down the business, or any part of the business, in which the Assistant works.
34.5 SCHOOL HOLIDAYS

34.5.1 A Category B School Assistant in Schedule 2 and an ELC Assistant in Schedule 3 is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

34.5.2 The salary for a Category B School Assistant in Schedule 2 and an ELC Assistant in Schedule 3 takes this period of additional unpaid leave into account.

34.5.3 A Category B School Assistant in Schedule 2 and an ELC Assistant in Schedule 3 is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

34.5.4 A Category B School Assistant in Schedule 2 and an ELC Assistant in Schedule 3 who is employed for part only of a School Year or who takes leave without pay in excess of ten working days in a School Year, will be paid on a pro rata basis during school holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to school holidays as follows:

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

where

\[ P = \text{entitlement to School Holidays (still to be paid)} \]
\[ W = \text{number of weeks worked by the School or ELC Assistant during the School Year} \]
\[ T = \text{number of working weeks in the School Year for a School or ELC Assistant} \]
\[ H = \text{number of weeks of School Holidays in the School Year for a School or ELC Assistant} \]
\[ L = \text{number of weeks of School Holidays already paid during the School Year} \]

35.0 NON-TEACHING STAFF

35.1 SALARY AND CLASSIFICATIONS

35.1.1 The salary scale for Non-teaching Staff is set out in Schedule 4.

35.1.2 The Indicative Duties Framework for the classification structure consists of six levels and is set out in Appendix 4. The salary structure is based on a 38 hour week. All Employees, subject to 35.1.4, will be advanced to the next scale within their classification level on the anniversary of the Employee’s appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

35.1.3 The salary specified in Schedule 4 is in compensation for all hours worked under this Agreement.

35.1.4 A staff member will participate in a performance review each year. An Annual Performance Review (APR) will involve a review of performance against key performance criteria (as specified in the Annual Performance Review Policy) over the preceding time period. This will be followed by a performance discussion. A determination will be made as to whether the staff member should progress to the next salary level.
35.2 HOURS OF WORK

35.2.1 The ordinary hours of work for a Full Time Non-teaching Employee will be 38 hours per week.

35.2.2 For Grounds and Maintenance staff the spread of hours is from 6.00 a.m. to 6.30 p.m.

35.2.3 For Outside School Hours staff the spread of hours is from 6.30 a.m. to 6.30 p.m. Monday and Friday.

35.3 MEAL ALLOWANCES AND BREAKS FOR GROUNDS & MAINTENANCE STAFF

35.3.1 The Employer will supply Grounds and Maintenance Staff with a meal should the Employer require the Employee to remain at school continuously until after 6.00 p.m. on any day.

35.3.2 The Grounds and Maintenance Staff are entitled to a paid morning break of 10 minutes or the Grounds and Maintenance Staff may negotiate to finish work 10 minutes early.

35.3.3 The Grounds and Maintenance Staff are entitled to an unpaid meal break of at least 30 minutes during the day.

35.4 MEAL ALLOWANCE AND BREAKS FOR OUTSIDE SCHOOL HOURS CARE STAFF

35.4.1 The Employer will supply an Outside Schools Hours Care Employee with a meal should the Employer require the Employee to remain at school until after 7.00 p.m. on any day, or in the event that it is unreasonable for the person to return home.

35.4.2 The Employee is entitled to a paid morning and afternoon break of 10 minutes.

35.4.3 The Employee is entitled to an unpaid meal break of at least 30 minutes within the first five hours of work.

35.5 ANNUAL LEAVE

35.5.1 Non-teaching Staff are entitled to annual leave in accordance with the NES, except where this Agreement provides ancillary or supplementary terms.

35.5.2 Non-teaching Staff are entitled to five weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis. Annual leave must be taken during the period designated by the School each year as the shutdown period. A shutdown period is defined as a period where the Employer shuts down the business, or any part of the business, in which the Non-teaching Staff Employee works. In addition, Non-teaching staff are entitled to 3 days of paid leave in the shutdown period between Christmas and New Year each year.

35.6 ADDITIONAL LEAVE
35.6.1 The Employer may engage and require a Non-teaching Employee to work the School’s term weeks with periods of School Holidays to be taken as ‘additional leave’, which is inclusive of annual leave.

35.6.2 The salary specified in Schedule 4 – ‘Category B Non-teaching Staff’ takes this period of additional leave into account.

35.6.3 A Non-teaching Employee is entitled to public holidays that fall during this period of additional leave but additional entitlements are not accrued.

35.6.4 Although additional leave is unpaid authorised leave for the purposes of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.

35.6.5 A Non-teaching Employee who is employed for part only of a School Year or who takes leave without pay in excess of ten working days in a School Year, will be paid on a pro rata basis during additional leave with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the additional leave or at the time that employment is terminated. The formula to calculate an entitlement to additional leave is as follows:

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

where

- \( P \) = entitlement to School Holidays (still to be paid)
- \( W \) = number of weeks worked by the School or ELC Assistant during the School Year
- \( T \) = number of working weeks in the School Year for a School or ELC Assistant
- \( H \) = number of weeks of School Holidays in the School Year for a School or ELC Assistant
- \( L \) = number of weeks of School Holidays already paid during the School Year

35.7 REPLACEMENT DUTIES

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

35.8 FIRST AID ALLOWANCE

Where a Non-teaching (clerical/administration) Employee with a classification below Level 3 is designated as a first aid officer, the Employee will be entitled to receive a first aid allowance for such time as the Employee is required to perform this role. The allowance is linked to the first aid position rather than tied to an individual Employee. The Non-teaching Employee is only entitled to the allowance where the Employee maintains a current First Aid Certificate, Level 2. Refer Schedule 4.

35.9 OVERTIME

35.9.1 A Non-teaching Employee will be paid overtime for all authorised work performed outside of or in excess of 38 hours per week or an average of 38 hours
per week.

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

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

35.9.3 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

35.9.4 Where a Non-teaching Employee and the Employer have agreed to time off instead of the overtime payment under 35.9.2 and 35.9.3, and such time has not been taken during Non Attendance Time of the School Year in which accrued, the Employer must, if requested by a Non-teaching Employee, provide payment at the rate provided for the payment of overtime in this Agreement for any overtime worked.
EXECUTED as an agreement this 27th day of August 2014

EMPLOYER REPRESENTATIVE

Signed: ___________________________

Date: 27 August 2014

Name in full (printed): Jon Antony Charlton

Position title: Principal

Authority to sign explained: Employer Bargaining Representative

Address: 2 Leila Rd., Ormond Vic 3204

Witnessed by: ___________________________

Witness name in full: Teresa Ann Deshon

Witness address: 2 Leila Rd., Ormond Vic 3204

EMPLOYEE REPRESENTATIVE

Signed: ___________________________

Date: 27 August 2014

Name in full (printed): Catherine Maree Rousell

Position title: Admissions Officer

Authority to sign explained: Employee Bargaining Representative

Address: 2 Leila Rd., Ormond Vic 3204

Witnessed by: ___________________________

Witness name in full: Nicola Borcoski

Witness address: 2 Leila Rd., Ormond Vic 3204
APPENDIX 1

CLASSIFICATION LEVELS FOR TEACHERS

1.0 Teachers with Full and Provisional Registration

1.1 A Teacher holding a Full or Provisional Registration, who has a 4-year approved training course beyond secondary school and including teacher training will commence at Level 1, and subject to 1.3 and clause 33.2 in Part 3, will progress to Level 10 in annual increments on the anniversary of the Teacher’s teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

1.2 A Teacher holding a Full or Provisional registration has a 3-year approved training course beyond secondary school and including teacher training will commence at Level 1 and subject to 2.2 and clause 33.2 in Part 3, progress to Level 10 in annual increments on the anniversary of the teacher’s teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

1.3 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months’ service before progressing to the next level.

2.0 Permission to Teach Teachers

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

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

3.0 LEVEL 11

3.1 PROGRESSION TO LEVEL 11

3.1.1 The opportunity to access Level 11 will be available after a minimum of one year at Level 10.

3.1.2 Discussion of a written application to progress to Level 11 is by interview with the Principal and/or manager, after which a decision will be made and communicated to the applicant.

3.1.3 An issue regarding eligibility shall, in the first instance, be referred to a committee consisting of the Principal, a nominee of the Principal, the Employee and a representative nominated by the Employee. Should the committee be unable to support the progression (e.g. where two members cannot support the promotion) the Employee will be advised, in writing, of the necessary steps to be taken to support a future progression to Level 11.

3.1.4 Criteria for Level 11 will be evaluated and updated on an ongoing basis, in agreement with staff.
APPENDIX 2
CLASSIFICATION LEVELS FOR SCHOOL ASSISTANTS

1.0 Classifying School Assistants

1.1 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified as non-teaching staff in accordance with the following criteria.

1.2 With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as "typical" at each of the grades. A position need not involve all the duties listed as "typical" of the grade nor are the typical duties the only ones which may be required.

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

1.4 A non-teaching staff member employed at 0.4 FTE or less will be required to complete 24 months' continuous service before progressing to the next increment within the classification level.

2.0 Grade 1

2.1 Positions
Positions for which qualifications are not required:
- teacher aide
- library assistant
- laboratory assistant
- audio visual assistant

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

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

2.3.1 Library assistant:
Provision of general assistance of a supportive nature for professional and para-professional library staff including:
- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying
2.3.2 Audio-visual assistant
Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

2.3.3 Laboratory assistant
Routine tasks including:
- simple maintenance of equipment and materials
- care of fauna and flora
- setting up less complex experiments such as are typically conducted at Years 5-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

2.3.4 Teacher aide
Provision of general assistance of a supportive nature for teaching staff as directed including:
- assist with the collection, preparation and distribution of teaching aids
- maintain records of books and materials distributed
- assist with clerical duties associated with normal classroom activities e.g. pupil records, collections etc
- collect and distribute stock and equipment
- assist teachers with care of children on school excursions, sports days, and other out of classroom activities.

3.0 Grade 1A

3.1 Characteristics
Positions, the occupants of which are required by the Employer to undertake a relevant post-secondary course of study.

3.2 Positions
- library technician
- laboratory technician
- audio-visual technician
- teacher aide

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

3.3.1 Teacher aide:
- Assist students on an individual or group basis in specific learning areas
- Assist with the communication between students and teachers, particularly the interpretation of instruction
- Provide basic physical and emotional care for students
- Assist with physical requirements of students requiring special care e.g. Toileting
- Assist in the preparation of equipment
- Using equipment and materials, prepare or assist in the curriculum support materials or assist students in the preparation of materials, e.g. Photography, conducting science experiments, video-taping, audio recording, document preparation on computers, language laboratories
- Supervise students on camps/excursions
- Report to teacher/relevant therapist on progress of student
- Monitor responses of other students to disabled student and identifying discriminatory attitudes
- Assist in following up students assignments to ensure work is submitted.
4.0 Grade 2

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

4.1 Positions
- library technician
- laboratory technician
- audio-visual technician
- teacher aide

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

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

4.3.1 Library technician
Performance of responsible tasks associated with the efficient operation of a library including such tasks as:
- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

4.3.2 Audio-visual technician
Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:
- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

4.3.3 Laboratory technician
Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:
- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials
4.3.4 Teacher Aide
- Participate in team meetings
- Observe students and draw the attention of the teacher to them when necessary
- Participate in the monitoring and evaluation of programs and student involvement
- Assist with communication between teachers and non-English speaking parents/students
- Demonstrate an understanding of curriculum by adapting teaching aids.

5.0 Grade 3

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

5.1 Positions
- senior teacher aide
- senior library technician
- librarian
- senior laboratory technician
- laboratory manager
- senior audio-visual technician
- audio-visual co-ordinator

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

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

5.3.1 Senior library technician/librarian
Performing responsible tasks associated with the efficient operation of a library such as:
- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (e.g. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external material.
5.3.2 Senior A/V technician/laboratory manager
Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:
- production of resource material, e.g. multimedia kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

5.3.3 Senior laboratory technician/laboratory manager
Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:
- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

5.3.4 Teacher Aide
- Liaise with teachers/staff in relation to curriculum requirements
- Assist with correction of students' work
- In consultation with teachers and other senior staff select reference materials and other educational tools.
- Assist with students assessment and reporting
- Act as a liaison person between school and relevant specialist community/business organizations eg. Tafe, Youth Connect.
- Purchasing of materials and supplies as required.

6.0 Grade 4

6.1 Characteristics and duties as for Grade 3, but must be directly supervising staff.

7.0 Grade 5

7.1 Grade 5 will be paid at a salary greater than the highest Grade 4 salary. Salary and duties for a Grade 5 classification will be negotiated between the Employee and the Principal.

8.0 Reclassification

On application or as part of an annual review, the School Assistant or Information Technology Employee may apply for a re-classification at a higher classification level. Such an application may be granted at the discretion of the Principal where an Employee can demonstrate any of the following:
- an increase in the skill and/or knowledge requirements of the role;
- an increase in responsibility for outcomes of duties undertaken; or
- an increase in decision making to carry out particular tasks.
APPENDIX 3

CLASSIFICATION LEVELS FOR ELC ASSISTANTS

1.0 Levels

1.1 An ELC Assistant is required to have a Certificate III and a current First Aid Certificate and will commence at Level 1, and subject to 1.2 and clause 35.1.4 in Part 3, progress to Level 6 in annual increments on the anniversary of the ELC Assistant’s appointment, or in the case of non-continuous service, after the equivalent of a school year.

An ELC Assistant is required to have a working knowledge of, and to adhere to, the Education and Care Services National Law Act 2010 and the Education and Care Services National Regulations 2010 (as amended from time to time) as applying in Victoria.

An ELC Assistant is required to have a good understanding of the policies and procedures of the Employer and assist in their implementation and to have the ability to take direction.

1.2 A non-teaching staff member employed at 0.4 FTE or less will be required to completed 24 months’ continuous service before progressing to the next increment within the classification level.

1.3 Key Responsibilities

ELC Assistants work under the supervision of the Early Childhood Centre Coordinator and report directly to that position.

They are required -

- To work collaboratively as a member of the Early Learning Centre team
- To work in a professional manner at all times in accordance with the regulations provided by the Department of Education and Early Childhood Development (DEECD)
- To work under the direction of the Teacher
- To assist with the preparation and packing away of materials and activities
- To assist with the provision of a healthy, safe, friendly and welcoming environment for the children and their parents
- To work with individual and small groups of children
- To ensure that all children in your care are adequately supervised and that every reasonable precaution is taken to protect them from danger
- To make written observations of children as required under the direction of the Teacher
- To use positive behavioural management techniques to achieve desired behavioural outcomes
- To attend meetings as required

1.4 ELC Assistants are classified as non-teaching staff and are subject to the Conditions of Employment set out in Part 3. Supervisory roles in the ELC are staffed by qualified teachers.
APPENDIX 4

CLASSIFICATION LEVELS FOR NON-TEACHING STAFF

1.0 Indicative Duties Framework

Jobs are classified through a relative measurement of:
- Skills and knowledge requirements;
- Responsibility for outcomes; and
- Autonomy of actions and decision making in carrying out particular tasks.

Most basic duties are expected across all levels, and increasing levels require greater sophistication in the application of skills, and the degree of autonomy with which the position incumbent is to work.

On application or as part of an annual review, the Non-teaching Employee may apply for a re-classification at a higher classification level. Such an application may be granted at the discretion of the Principal where a Non-teaching Employee can demonstrate any of the following:
- an increase in the skill and/or knowledge requirements of the role;
- an increase in responsibility for outcomes of duties undertaken; or
- an increase in decision making to carry out particular tasks.

A non-teaching staff member employed at 0.4 FTE or less will be required to complete 24 months' continuous service before progressing to the next increment within the classification level.

2.0 Administration and Building & Ground Maintenance Staff

2.1 Level 1

2.1.1 General Work Description:

The Employee undertakes a variety of routine duties largely of a clerical, administrative, event set up, maintenance or cleaning nature. In the first year of service the Employee applies knowledge and skills to a limited range of tasks. With experience, the staff member applies knowledge and skills to a wider range of tasks and is responsible for assuring the quality of their work.

2.1.2 Qualifications and Experience:

The Employee is not required to have a formal qualification or prior experience. As the Employer provides relevant on-the-job training, this position does not require specific skills, prior experience or prior training.

2.1.3 Supervision

(a) The Employee receives direct supervision, which includes working with established routines and using defined and predictable methods and procedures. The work performed is regularly checked.
(b) With experience, the Employee is required to perform a wider range of functions under direct supervision. The Employee receives specific direction on what is required and how the duties are to be performed, which leads to routine direction, as knowledge is gained of the required tasks and procedures. The Employee is subject to regular monitoring and progress checks. The Employee, after gaining experience, may exercise some degree of autonomy and discretion.

(c) The Employee is not required to supervise other Employees.

2.1.4 Work Requirements

As a general guide, work requirements at this level may include but are not limited to:

a) Administration

- Undertaking routine reception duties, including screening visitors, arranging interviews/meetings, making appointments, maintaining diary records and communicating information in accordance with policies and procedures;
- Undertaking basic word processing, printing and copying;
- Providing general administrative support, including the preparation of documents, obtaining data from given sources and receiving/recording enrolment enquiry data;
- Maintaining and entering data, including purchase orders, invoices and reconciling their entries;
- Maintaining basic records, including filing;
- Counting, receipting and recording monies and preparing banking documentation.

b) Grounds and Building Maintenance

- Maintaining garden beds, lawn mowing, cleaning paths, rubbish removal.
- Routine painting, cleaning and simple repairs
- Function setup and clean up

2.2 Level 2

2.2.1 General Work Description

The Employee may be required to perform a wide range of functions under routine direction, which will lessen over time. The Employee, after gaining experience, will exercise some degree of autonomy and discretion.

2.2.2 Qualifications and Experience

The Employee is required to undertake duties which require knowledge and skills which may be gained by the completion of a relevant one or two year post-secondary certificate/diploma or equivalent or from on-the-job experience considered relevant by the Employer.
2.2.3 Supervision

(a) The Employee receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach. The Employee is normally subject to progress checks usually confined to the unusual or difficult aspects of the work and has work reviewed upon completion. The Employee has the technical knowledge and/or experience to perform the standard duties, usually without technical instruction.

(b) Although the Employee is routinely supervised, the Employee operates with a fair degree of autonomy and may be required to supervise Level 1 Employees (or equivalent). The Employee is responsible for assuring the quality of the Employee’s work and may have some responsibility for assuring the quality of work of other Employees under the Employee’s supervision.

2.2.4 Work Requirements

As a general guide, work requirements at this level may include but are not limited to:

The work requirements of Level 1, which are performed with a higher level of autonomy and responsibility and a lower level of supervision;

a) Administration

- Providing general administrative support, including the preparation of non-standard documents, mail-merges, scanning, obtaining data from a range of sources and processing student admissions, registrations, enrolments and transfers;
- Maintaining, entering and retrieving data, including processing credit card payments, placing purchase orders with suppliers, and other financial data, from the computer system. preparing a range of reports,
- Providing data and document production services including proof reading, designing flyers, preparing booklets and mail outs;
- Liaising with and providing general information about the school’s operations to parents, students and employees, in accordance with policies and procedures.
- Function setup including table arrangements, order food and beverages under supervision.

b) Grounds and Building Maintenance

- Prepare & plant garden beds, turf management, landscaping and marking up sports grounds
- General maintenance of building and equipment
- Purchase of supplies under supervision.
2.3 Level 3

2.3.1 General Work Description

The Employee is required to exercise significant initiative and discretion and is required to demonstrate expertise. The Employee is required to accept personal responsibility significantly beyond that of a Level 2 Employee.

2.3.2 Qualifications and Experience

The Employee, in addition to the knowledge and skills required at Level 2, is required to undertake duties needing additional experience or knowledge such as may be gained by the completion of a relevant three-year post-secondary qualification or from on-the-job experience considered relevant by the Employer. An appropriate First aid certificate would be required if the position included first aid duties.

2.3.3 Supervision

The Employee receives general direction, usually covering only the broader technical aspects of the work and works with little direct supervision. The Employee may be subject to progress checks to ensure that satisfactory progress is being made. The Employee may be responsible to a supervisor and may be required to supervise Level 1 and 2 Employees (or equivalent).

2.3.4 Work Requirements

As a general guide, work requirements at this level may include but are not limited to:

a) Administration

- Providing clerical, advanced word processing and spreadsheets and office management support, as required by the Principal, Business Manager, senior teaching and management staff
- In consultation with the Principal or the Principal's delegate, managing work priorities, taking into account the overall workload of the functional area;
- Maintaining and updating office systems, data bases and administrative records in accordance with guidelines;
- Maintaining the School's financial records and providing routine financial reports;
- Ensuring receipts and payments are properly recorded and reconciled against bank statements and administering school banking;
- Payment of approved invoices, manage petty cash.
- Handling internal and external enquires and liaising with parents, students and employees, in accordance with policies and procedures e.g., payment matters and student administrative matters on a day to day basis.
- First aid duties.

b) Grounds and Building Maintenance

- Supervise maintenance of gardens, grounds, buildings and equipment
- Contact and brief external tradespeople and contractors
- Costing of jobs and arrange purchase of supplies.
2.4 Level 4

2.4.1 General Work Description

The Employee, in addition to the knowledge and skills required at Level 3, would be required to directly supervise other Employees in a reasonably autonomous unit within, or across, the workplace. The Employee, under general direction, assists with the coordination of school services, such as admin & financial services, school facilities management and maintenance.

Alternatively, the Employee may be in a support role to a senior administrator, and would generally be required to manage a specific support function or assist the senior administrator in the management of support functions. The Employee may be required to supervise staff delivering a single support function.

2.4.2 Qualifications and Experience

The Employee, in addition to the knowledge and skills required at Level 3, is required to undertake duties requiring additional experience or knowledge either as a result of qualifications or experience or both.

2.4.3 Supervision

(a) The Employee receives limited direction, such as instruction in the form of the required objectives, and has work measured in terms of the achievement of stated objectives. The Employee is competent and experienced in a technical sense and requires little guidance during the performance of work. The Employee is required to use initiative, exercise discretion and perform work to a high level.

(b) The Employee would normally be responsible to the Principal or Principal’s delegate and may be required to supervise Level 1 to 3 Employees (or equivalent). The Employee is responsible for the allocation of work, coordinating workflow, checking the progress of work, the quality of work and problem-solving.

2.4.4 Work Requirements

As a general guide, work requirements at this level may include but are not limited to:

a) Administration

- Coordinating the delivery of a number of administrative services within the School
- In consultation with the Principal or the Principal’s delegate/s, determining and managing work priorities of the school office
- Personal and confidential support to the School Principal and/ or Principal’s delegate
- Developing and implementing strategies to ensure effective administration procedures
- Managing the School’s records system, including sensitive and/or restricted student,
- Employee and School financial records
- Handle confidential enquiries and sensitive matters in a professional manner
- Preparing financial documentation and data for budget preparation
- Reconciling school expenditure against budget, including advising Employees with
- budget responsibilities on expenditure against budget
- Managing school payroll, together with maintaining Employee records
- Researching, preparing and presenting reports and data
- Co-ordinate events under direction including appointment of caterers, cleaning and security arrangements, etc.

b) Grounds and Building Maintenance

- Project manage small to medium sized capital works projects
- Management of the building or grounds annual financial budget
- Supervise a number of staff or manage another area of responsibility such as security or cleaning and waste disposal.

2.5 Level 5

2.5.1 General Work Description

The Employee, under general direction, has responsibility for the supervision and coordination of finance and other administration services within the School, or manages a specific function, with the appropriate level of responsibility and accountability.

In general, tasks are well-defined and supported by policies and systems, with scope to identify a problem, recommend or instigate changes to work practices, determine the strategic option or solution to a problem and provide significant input into developing and changing school policy.

The Employee is responsible for:
- Day-to-day management and supervision of staff (if applicable) within the work area
- Providing key support and timely advice to the Principal, Principal’s delegate/s or governing body

Effective liaison on behalf of the School, including with the school community, government departments/agencies and service providers;
- Developing procedures/guidelines relating to school operations;
- Establishing work practices for support staff;
- Providing advice and counselling to subordinate staff on matters such as professional development, work performance and related matters;
- Meeting specific operational objectives;
- Providing authoritative policy advice on the School’s operations.

2.5.2 Qualifications and Experience

The Employee requires detailed knowledge of the operations of the work area and the operative procedures and guidelines. The Employee has the skills required to do the job either as a result of qualifications or experience or both.
2.5.3 Supervision

Work is performed with clearly established objectives, strategies and guidelines with some scope to determine operational strategies subject to monitoring and intervention by the Principal or the Principal’s delegate.

2.5.4 Work Requirements

As a general guide, work requirements at this level may include but are not limited to:

a) Administration

- In consultation with the Principal or Principal’s delegate, determining and managing the work priorities of administrative support Employees;
- Providing a range of administrative support services, as determined by the Principal or the Principal’s delegate/s;
- Managing the School’s administrative support systems, including computer systems and student, employee and school records;
- Responsible for the authorising of publication content in accordance with guidelines;
- Coordinating the accounting processes of the School and ensuring that all funds, including investments, are effectively accounted for according to school policy and directives;
- Managing school fundraising activities.
- Initiate contact with new and existing School families
- Represent the School on enrolment and publicity matters
- Initiate events in consultation with senior management.

2.6 Level 6

2.6.1 General Work Description

The Employee coordinates support services within, or across, a school. The Employee is required to develop and coordinate strategies across a range of functional areas that impact upon the administration of the school and the achievement of the school’s objectives.

The Employee is responsible for:

- Managing and supervising administrative support staff within the school;
- Providing key support and timely advice to the principal and governing body;
- Effective liaison on behalf of the principal and the governing body, including with the school community, government departments/ agencies and service providers;
- Providing the principal and the principal’s delegate/s with regular progress reports;
- Providing advice that contributes significantly to school operations;
- Leading and supervising other support staff;
- Contributing significantly to the development and delivery of professional development for Employees.
2.6.2 Qualifications

The Employee requires specialist, professional and/or technical knowledge, understanding and expertise related to the tasks of the work area. The Employee has the skills required to do the job either as a result of qualifications or experience or both.

2.6.3 Supervision

The Employee is provided with some direction on targets and goals by the principal or principal's delegate. The Employee will have some latitude in determining how the targets and goals are achieved, which would generally be limited by standard procedures and policies. The principal or principal's delegate may intervene in relation to the determination of priorities, deadlines and operating strategies.

2.6.4 Work Requirements

As a general guide, work requirements at this level may include but are not limited to:

- Ensuring the provision of a range of administrative support functions, as determined by the principal or the principal’s delegate/s;
- Developing and preparing submissions on behalf of the principal, the principal’s delegate/s or the school’s governing body;
- Directing the accounting processes of the school and ensuring that all funds, including investments, are effectively accounted for according to requirements;
- Administering school income, including government grants;
- Drafting reports and making recommendations on operational issues to the principal, the principal’s delegate/s or the school’s governing body.

3.0 Information Technology Classification & Levels

For employment involving the performance of professional duties, the following classification definitions apply:

3.1 Level 1 Graduate Information Technology Employee

3.1.1 An Employee at this level undertakes tier 1 support tasks of limited scope and complexity, such as initial fault finding and gathering fault symptoms.

3.1.2 Works under supervision from a higher level Employee to implement standard fault resolution procedures. The Employee may exercise individual judgement in the application and methods, however work to be monitored and periodically reviewed.

3.1.3 Local training and experience enable the Employee to develop increased responsibility and progressively apply greater initiative.

3.1.4 While assisting more senior Employees they may draw upon individual initiative to provide analysis and use advanced techniques to provide new solutions for more complex tasks.
3.1.5 With professional development the Employee will contribute to common projects and may check work carried out by other members of the project team.

3.2 **Level 2 Experienced Information Technology Employee**

3.2.1 An Employee at this level plans and performs work without detailed supervision but will follow standard operating procedures developed by a higher level Employee. These will usually be projects that require substantial professional experience and responsibility.

3.2.2 Work is carried out within broad guidelines however where necessary for more advanced projects the Employee may seek professional guidance before attempting an unusual task.

3.2.3 Work on projects with combined technical staff will be undertaken as directed by a higher level Employee.

3.2.4 With professional development the Employee may progress towards more difficult projects with design elements and individual accomplishment.

3.3 **Level 3 – Professional Information Technology Employee**

An Employee at this level performs duties requiring the application of mature professional knowledge. With scope for individual accomplishment and coordination of more difficult assignments, he/she deals with problems for which it is necessary to modify established guides and devise new approaches.

3.3.1 The Employee may make some original contribution or apply new professional approaches and techniques to the design or development of equipment or products.

3.3.2 Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. He/she makes responsible decisions on matters assigned, including the establishment of professional standards and procedures. He/she consults, recommends and advises in specialty areas.

3.3.3 Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary cooperation with other units. Informed professional guidance may be available.

3.3.4 The Employee outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.

3.3.5 The Employee is responsible for the creation and maintenance of network user accounts and database

3.3.6 The Employee provides timely and effective ICT support and individual and group training for staff and students.

3.4 **Level 4 – Professional Information Technology Employee**

An Employee at this level performs professional work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for, example,
acts as his/her organisation's technical reference authority) in, a particular field of professional engineering or professional information technology field.

An Employee at this level:

- initiates or participates in short or long range planning and makes independent decisions on professional engineering or professional information technology policies and procedures within an overall program;
- gives technical advice to management and operating departments;
- may take detailed technical responsibility for product development and provision of specialised professional engineering or professional information technology systems, facilities and functions;
- coordinates work programs; and
- directs or advises on the use of equipment and materials.

3.4.1 An Employee at this level makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives.

3.4.2 Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

3.4.3 The Employee supervises other Information Technology Employees and other staff, or exercises authority and technical control over a group of professional staff. In both instances, he/she is engaged in complex professional engineering or professional information technology applications.

3.4.4 The Employee manages the School’s ICT Network including, coordination of the installation and maintenance of hardware, firmware and software systems to ensure the continued operation of the school network and servers.

3.4.5 The Employee installs and maintains the operating system, network and application software, including standard and custom applications on desktop and laptop computers for network clients.

3.4.6 The Employee assists with the development of plans and or policies which support the objectives of systems, equipment and software installation and maintenance.

3.4.7 The Employee procures workstations, laptops, servers and local networking and computing equipment.

3.4.8 The Employee monitors performance and efficiency of equipment, software and systems.

4.0 Outside School Hours Care Staff (Children’s Services)

All Employees shall be classified by the Employer into one of the levels contained in this clause in accordance with the Employee’s skills, responsibilities, qualifications and duties.

4.1 Level 1

This is an Employee who has no formal qualifications but is able to perform work within the scope of this level. This Employee will work under direct supervision in a team environment, and will receive guidance and direction at all times. This Employee
will receive structured and regular on-the-job training to perform the duties expected at this level. Normally, an Employee at this level will not be left alone with a group of children.

An Employee at this level is being introduced to the working environment and is undertaking the following indicative duties:

- learning and implementing the policies, procedures and routines of the service;
- learning how to establish relationships and interacting with the children;
- learning the basic skills required to work in this environment with children;
- giving each child individual attention and comfort as required; and
- basic duties including food preparation, cleaning, or gardening.

A Level 1 Employee shall progress to the next level after a period of one year or earlier if the Employer considers the Employee capable of performing the work at the next level or if the Employee actually performs work at the next level.

4.2 Level 2

This is an Employee who has completed 12 months in Level 1, or a relevant AQF Certificate II, or in the opinion of the Employer has sufficient knowledge and experience to perform the work within the scope of this level.

An Employee at this level has limited knowledge and experience in children’s services and is expected to take limited responsibility for their own work. A Level 2 Employee undertakes the following indicative duties:

- assist in the implementation of the children’s program under supervision;
- assist in the implementation of daily care routines;
- develop awareness of and assist in maintenance of the health and safety of the children in care;
- give each child individual attention and comfort as required;
- understand and work according to the centre or service’s policies and procedures;
- responsible for food preparation, cleaning, gardening or general maintenance under the guidance of the Junior School Cluster Dean/Assistant Director/Director; and
- demonstrate knowledge of hygienic handling of food and equipment.

4.3 Level 3

4.3.1 This is an Employee who has completed AQF Certificate III in Children’s Services or an equivalent qualification or, alternatively, this Employee shall possess, in the opinion of the Employer, sufficient knowledge or experience to perform the duties at this level. An Employee appointed at this level will undertake the same duties and perform the same tasks as a CSE Level 2 Employee, and will undertake the following additional indicative duties:

- assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups;
- responsible for recording observations of individual children or groups for program planning purposes for qualified staff;
- under direction, work with individual children with particular needs;
- assist in the direction of untrained staff;
- undertake and implement the requirements of quality assurance; and
- work in accordance with food safety regulations.
4.3.2 An Employee at this level is entitled to incremental progression to pay Level 3-3. However, an Employee at this level who has completed an AQF Diploma in Children’s Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the on-going performance of their work, must be paid no less than the rate prescribed for pay Level 3-4.

4.4 Level 4

This is an Employee who has completed a Diploma in Children’s Services or equivalent as recognised by licensing authorities and is appointed as the person in charge of a group of children in the age range from birth to 12 years.

An Employee appointed at this level will take on the same duties and perform the same tasks as a CSE Level 3 and undertake the following additional indicative duties:

- responsible, in consultation with the Junior School Cluster Dean/Assistant Director/Director for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care;
- responsible for the direction and general supervision of other Employees up to CSE Level 3;
- responsible to the Junior School Cluster Dean/Assistant Director/Director for the supervision of students on placement;
- ensure a safe environment is maintained for both staff and children;
- ensure that records are maintained accurately for each child in their care;
- develop, implement and evaluate daily care routines;
- ensure the centre or service’s policies and procedures are adhered to; and
- liaise with families.

4.5 Level 5

This is an Employee who has completed an [AQF 5] Diploma in Children’s Services or equivalent and is appointed as either an Assistant Director of a service, or a Children’s Services Coordinator.

An Assistant Director will take on the same duties and perform the same tasks as a CSE Level 4 and be responsible for the following additional indicative duties:

- co-ordinate and direct the activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs;
- contribute, through the Director, to the development of the centre or service’s policies;
- coordinate centre or service operations including Occupational Health and Safety, program planning, staff training;
- take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director and for management and compliance with licensing and all statutory and QIAS issues; and
- generally supervise all Employees within the service.

A Children’s Services Coordinator undertakes additional responsibilities including coordinating the activities of more than one group, supervising staff, trainees and students on placement, and assisting in administrative functions.

4.6 Level 6 – Director

A Director is an Employee who holds:
• a relevant Degree; or
• an AQF Advanced Diploma; or
• a Diploma in Children’s Services; or
• a Diploma in Out of Hours Care, or
• is a person possessing such experience, or holding such qualifications deemed by
  the Employer to be appropriate to the position;

and

• is appointed as the Director of a Service and is responsible for the overall
  management and administration of the service with the following additional
  indicative duties:
• supervise the implementation of developmentally appropriate programs for
  children;
• recruit staff in accordance with relevant regulations;
• maintain day-to-day accounts and handle all administrative matters;
• ensure that the centre or service adheres to all relevant regulations and statutory
  requirements;
• ensure that the centre or service meets or exceeds quality assurance requirements;
• liaise with families and outside agencies;
• formulate and evaluate annual budgets;
• liaise with management committees or proprietors as appropriate;
• provide professional leadership and development to staff; and
• develop and maintain policies and practices for the centre or service.

4.6.1 Director Level 1

A Director Level 1 is an Employee appointed as the Director of a service
licensed for up to 39 children and is paid at the Level 6-1 to 6-3 salary range.

4.6.2 Director Level 2

A Director Level 2 is an Employee appointed as the Director of a service
licensed for between 40 and 59 children and is paid at the Director Level 6-4
to 6-6 salary range.

4.6.3 Director Level 3

A Director Level 3 is an Employee appointed as the Director of a service
licensed for 60 or more children and is paid at the Level 6-7 to 6-9 salary
range.

4.7 Preparation Time

A qualified full-time Employee at Level 4 or above who is appointed by the Employer
to be responsible for the planning and implementation of the planned programme for
the children in the Centre shall be entitled to two hours per week preparation time. Such
time shall be taken at a time agreed by the Employer and shall be free from other duties.
SCHEDULE 1

SALARY LEVELS FOR TEACHERS
(Base rate exclusive of Kilvington Appreciation Allowance)

Teachers’ Salary Increases
(All Teachers, including ELC Teachers)

<table>
<thead>
<tr>
<th>Level Number</th>
<th>$ P.A. rate at 01/02/13</th>
<th>$ P.A. rate at finalisation of agreement (additional 0.5%)</th>
<th>$ P.A. rate at 01/02/14 (3.5% increase)</th>
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<td>1</td>
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<td>$61,721</td>
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<td>2</td>
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Responsibility Allowances

<table>
<thead>
<tr>
<th>Position</th>
<th>Annual Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Band One</strong> – Positions of responsibility, which include managing students and/or activities throughout the School Year. Examples include, but are not limited to, the role of Year 9 Coordinator and Debating Coordinator.</td>
<td>$1,000 to $1,999</td>
</tr>
<tr>
<td><strong>Band Two</strong> – Positions of significant responsibility such as a management, academic or pastoral care position which includes management of a significant number of staff and/or students throughout the School Year. This position will require some additional time commitment during the school holidays. Examples include, but are not limited to, Academic Dean and House Dean.</td>
<td>$5,000 to $7,999</td>
</tr>
<tr>
<td><strong>Band Three</strong> – Positions of sub school or whole school leadership, which include the leadership and management of staff and students throughout the School Year. This position will require additional time commitment during the school holidays. Examples include, but are not limited to, the role of Head of Junior School or Head of Senior School.</td>
<td>$10,000 plus</td>
</tr>
</tbody>
</table>

It is at the Principal’s discretion to pay above these band rates. There is no progression within or between Responsibility Allowance Bands.

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

Part-time Salary Calculation

A part time Teacher shall be paid a pro rata annual salary of a Full Time Teacher according to the following formula.

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

Casual Rate

A Casual Teacher is entitled to 1/38th of the weekly rate appropriate to the Employee’s classification rate plus a 25 per cent loading.
### SCHEDULE 2

**SALARY LEVELS FOR SCHOOL ASSISTANTS**  
(Base rate exclusive of Kilvington Appreciation Allowance)  
(includes but is not limited to an Employee who is ancillary to the process of teaching and includes Library Assistant, Library Technician, Laboratory Technician, Teacher’s Aide, and Audio Visual Technician)

**School Assistants’ Salary Increases**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Years of Experience</th>
<th>A</th>
<th>For staff in receipt of 5 weeks Annual Leave</th>
<th>$ P.A. rate at 01/02/13</th>
<th>A</th>
<th>For staff in receipt of 5 weeks Annual Leave</th>
<th>$ P.A. rate at 01/02/14 (2.5% increase)</th>
<th>B</th>
<th>For staff in receipt of School Holidays</th>
<th>$ P.A. rate at 01/02/13</th>
<th>B</th>
<th>For staff in receipt of School Holidays</th>
<th>$ P.A. rate at 01/02/14 (3.5% increase)</th>
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To calculate Category B levels use the formula \((52.18 - 8 + 1.2) \times \text{Weekly Rate from Category A}\)

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

**Part-time Salary**

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

**Casual Rate**

A Casual School Assistant is entitled to 1/38th of the weekly rate appropriate to the Employee’s classification rate plus a 25 per cent loading.
SCHEDULE 3

SALARY LEVELS FOR ELC ASSISTANTS
(Base rate exclusive of Kilvington Appreciation Allowance)

<table>
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<tr>
<th>Level Number</th>
<th>$ P.A. rate at 01/02/13</th>
<th>$ P.A. rate at finalisation of agreement (additional 0.5%)</th>
<th>$ P.A. rate at 01/02/14 (3.5% increase)</th>
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The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18.

Part-time Salary

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

Casual Rate

A Casual ELC Assistant is entitled to 1/38th of the weekly rate appropriate to the Employee’s classification rate plus a 25 per cent loading.

Overtime

The Employee may negotiate time off in lieu of overtime.

Span of Hours

For an ELC Assistant the spread of hours may be from 7.00 a.m. to 6.00 p.m. Monday to Friday. ELC Assistants are not required to work Saturdays or Sundays.
SCHEDULE 4

SALARY LEVELS FOR NON-TEACHING STAFF
(Base rate exclusive of Kilvington Appreciation Allowance)

(except when this agreement makes provision for specific classifications)

Salary ranges for Category A and B Non-teaching Staff

<table>
<thead>
<tr>
<th>Grade</th>
<th>Years of Experience</th>
<th>A For staff in receipt of 5 weeks Annual Leave $ P.A. rate at 01/02/13</th>
<th>A For staff in receipt of 5 weeks Annual Leave $ P.A. rate at finalisation of agreement (additional 0.5%)</th>
<th>A For staff in receipt of School Holidays $ P.A. rate at 01/02/14 (3.5% increase)</th>
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Salary ranges for Category B Non-teaching Staff in receipt of Additional Leave

Using Formula \((52.18 - 8 + 1.2) \times \text{Weekly Rate from Category A}\)

Levels 3-1a and 3-6a only apply to staff employed before 1/2/08

<table>
<thead>
<tr>
<th>First Aid Allowance (Clerical/Administration Staff only)</th>
<th>Annual Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$462.00</td>
<td>The allowance will be increased by the percentage increases applied to Responsibility Allowances.</td>
</tr>
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</table>
### Salary ranges for Outside School Hours Care Employees

<table>
<thead>
<tr>
<th>Grade</th>
<th>Years of Experience</th>
<th>$ P.A. rate at 01/02/13</th>
<th>$ P.A. rate at finalisation of agreement (additional 0.5%)</th>
<th>$ P.A. rate at 01/02/14 (3.5% increase)</th>
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<tbody>
<tr>
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<td>$34,023</td>
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</table>

### Salary ranges for Junior Outside School Hours Care Employees

<table>
<thead>
<tr>
<th>Level</th>
<th>Year</th>
<th>Hourly Rate 2013</th>
<th>2013 Rate inc 25% loading $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Under 17 years of age</td>
<td>$9.68</td>
<td>$12.10</td>
</tr>
<tr>
<td>(1st Year)</td>
<td>Under 18 years of age</td>
<td>$9.89</td>
<td>$12.37</td>
</tr>
<tr>
<td></td>
<td>Under 19 years of age</td>
<td>$11.55</td>
<td>$14.43</td>
</tr>
<tr>
<td></td>
<td>Under 20 years of age</td>
<td>$13.19</td>
<td>$16.49</td>
</tr>
<tr>
<td></td>
<td>Under 21 years of age</td>
<td>$14.85</td>
<td>$18.56</td>
</tr>
<tr>
<td>2</td>
<td>Under 17 years of age</td>
<td>$9.68</td>
<td>$12.10</td>
</tr>
<tr>
<td>(2nd + Years)</td>
<td>Under 18 years of age</td>
<td>$10.71</td>
<td>$13.39</td>
</tr>
<tr>
<td></td>
<td>Under 19 years of age</td>
<td>$12.37</td>
<td>$15.46</td>
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<tr>
<td></td>
<td>Under 20 years of age</td>
<td>$14.01</td>
<td>$17.52</td>
</tr>
<tr>
<td></td>
<td>Under 21 years of age</td>
<td>$15.67</td>
<td>$19.58</td>
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</table>
SCHEDULE 4 – SALARY LEVELS FOR NON-TEACHING STAFF Contd.

<table>
<thead>
<tr>
<th>Level</th>
<th>Information Technology Employee and Engineer</th>
<th>$ P.A. rate at 01/02/13</th>
<th>$ P.A. rate at finalisation of agreement (additional 0.5%)</th>
<th>$ P.A. rate at 01/02/14 (3.5% increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Graduate (3 yr)</td>
<td>46,147</td>
<td>46,378</td>
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<tr>
<td>1A</td>
<td>Graduate (4-5 yr)</td>
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<td>Experienced</td>
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<td>54,921</td>
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<td>Professional</td>
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<td>Professional</td>
<td>67,646</td>
<td>67,984</td>
<td>70,364</td>
</tr>
</tbody>
</table>

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

Part Time Salary
All Non-teaching Staff engaged on a Part Time basis are entitled to a pro-rata amount of the appropriate Full Time salary based on specified hours.

Casual Rate
A Casual Non-teaching Staff Employee, (including an ICT Employee) is entitled to 1/38th of the weekly rate appropriate to the Employee’s classification rate plus a 25 per cent loading.

A Casual Outside School Hours Care Employee or Grounds and Building Maintenance Employee, is entitled to 1/38th of the weekly rate appropriate to the Employee’s classification rate plus a 25 per cent loading.

Overtime
Where a Grounds and Maintenance Employee is requested by a supervisor to work overtime the Employer/Employee may negotiate time off in lieu of overtime.

Span of Hours
For Grounds and Maintenance staff the spread of hours is from 6.00 a.m. to 6.30 p.m.
For Outside School Hours Care Employees the spread is from 6.30a.m. to 6.30p.m.