



# DECISION

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

**Korowa Anglican Girls' School**  
(AG2015/4926)

## **KOROWA ANGLICAN GIRLS' SCHOOL NON-TEACHING STAFF AGREEMENT 2015**

Educational services

VICE PRESIDENT LAWLER

SYDNEY, 1 OCTOBER 2015

*Application for approval of the Korowa Anglican Girls' School Non-Teaching Staff Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Korowa Anglican Girls' School Non-Teaching Staff Agreement 2015 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the *Korowa Anglican Girls' School*. The Agreement is a single-enterprise agreement.

[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 Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 October 2015. The nominal expiry date of the Agreement is 31 January 2019.



VICE PRESIDENT

# KOROWA ANGLICAN GIRLS' SCHOOL

## NON-TEACHING STAFF AGREEMENT 2015

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# KOROWA ANGLICAN GIRLS' SCHOOL

## NON-TEACHING STAFF AGREEMENT 2015

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## **Part 1—Application and Operation**

### **1. Title**

This Agreement is to be known as the Korowa Anglican Girls' School Non-Teaching Staff Agreement 2015 (the Agreement) and is a single enterprise agreement made pursuant to s.172(2) of the *Fair Work Act 2009* (Cth) (the Act).

### **2. Commencement 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 s.54 of the Act.

2.2. The nominal expiry date of the Agreement is 31 January 2019.

### **3. Definitions and interpretation**

|                             |   |
|-----------------------------|---|
| <b>Act</b>                  | means the <i>Fair Work Act 2009</i> (Cth) or its successor(s)   |
| <b>Award</b>                | means the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor(s)  |
| <b>Employee</b>             | means a person covered by this Agreement  |
| <b>Employer</b>             | means Korowa Anglican Girls' School ABN 53 007 153 646  |
| <b>FWC</b>                  | means Fair Work Commission or its successor(s)  |
| <b>LSL Act</b>              | means the <i>Long Service Leave Act 1992</i> (Vic) or its successor(s)  |
| <b>Immediate family</b>     | means <ul style="list-style-type: none"> <li>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or difference sexes); and</li> <li>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</li> </ul> |
| <b>Medical Practitioner</b> | means a person who is qualified to practice medicine in Australia and who is registered with the Medical Board of Australia   |
| <b>NES</b>                  | means the National Employment Standards as contained in Part 2-2 of the Act   |
| <b>Non-term weeks</b>       | means weeks, or part thereof, in the school year other than term weeks and includes periods designated as school holidays   |

**NON-TEACHING STAFF AGREEMENT 2015**

|                                       |  |
|---------------------------------------|--|
| <b>Nursing services</b>               | means an Employee who is a registered nurse in the relevant State/Territory and is employed as such  |
| <b>Principal</b>                      | means Principal of Korowa Anglican Girls' School or his or her nominee   |
| <b>School</b>                         | means Korowa Anglican Girls' School  |
| <b>School administration services</b> | means an Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management  |
| <b>School operational services</b>    | means an Employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> <li>i. maintenance and security of school buildings and grounds;</li> <li>ii. support for School functions and events including set up, pack up and clean up;</li> <li>iii. support for School staff in provision of light catering and general housekeeping of common areas</li> </ul> |
| <b>School year</b>                    | means the twelve months from the day that teaching staff are required to attend the School for the new educational year  |
| <b>Standard rate</b>                  | means the annual salary applicable to Level 3  |
| <b>Term weeks</b>                     | means the weeks, or part thereof, in the School year that teaching staff are required to attend school and designated student free days as set out in the School Calendar  |
| <b>Wellbeing services</b>             | means an Employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate   |

**4. Coverage**

4.1. This Agreement covers:

- (a) the Employer; and
- (b) Employees employed in the classifications in Schedule A – General Staff Classifications.

4.2. This Agreement does not cover:

- (a) a Bursar or Business Manager, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (b) any employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth);
- (c) any member of the School Executive;
- (d) apprentices;

- (e) trainees; or
- (f) Employees on a supported wage system.

**5. Relationship to Awards**

This Agreement operates to the complete exclusion of any other industrial instrument, including but not limited to the *Educational Services (Schools) General Staff Award 2010* (the Award), which would otherwise apply to an Employee covered by this Agreement.

**6. No extra claims**

The Employer and Employees agree that the salary increase and other improvement in conditions of employment provided by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date set out in cl. 2.2 hereof.

**7. The National Employment Standards**

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

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

**8. Agreement flexibility**

8.1. An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
- (c) the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.

8.2. The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under s.172 of the Act; and
- (b) are not unlawful terms under s.194 of the Act; and
- (c) result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.

8.3. The Employer must ensure that the individual flexibility arrangement:

- (d) is in writing; and
- (e) includes the name of the Employer and Employee; and

- (f) 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
  - (g) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the 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
    - (iv) states the day on which the arrangement commences.
- 8.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5. The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving 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— Consultation and Dispute Resolution**

### **9. Consultation**

- 9.1. 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.

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

- 9.2. For a major change referred to in clause 9.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (b) cl.9.3 to 9.9 apply.
- 9.3. The relevant Employees may appoint a Representative for the purposes of the procedures in this term.
- 9.4. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the Representative;
  - (c) the Employer must recognise the Representative.
- 9.5. 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.
- 9.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8. If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.9.2(a) and cl.9.3 and cl.9.5 are taken not to apply.
- 9.9. 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**

- 9.10. For a change referred to in cl.9.1(b)
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) cl.9.11 to 9.15 apply.
- 9.11. The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.
- 9.12. 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.

9.13. 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).

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

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

9.16. For the purposes of cl.9.10 to 9.15, a School's educational timetable in respect of academic classes and student activities, which:

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

is not a regular roster.

9.17. However, where a change to a School's educational timetable directly results in a change to the number of ordinary hours of work of an Employee or to the spread of hours over which the Employee's ordinary hours, are required to be worked, cl.9.10 to 9.15 will apply.

In this clause:

**relevant Employees** means the Employees who may be affected by a change referred to in cl. 9.1.

## 10. Dispute resolution

10.1. 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.

- 10.2. However, a dispute cannot be referred to the FWC if the dispute is in relation to a contravention (or alleged contravention) of subsection 65(5) or 76(4) of the Act.

*Note: Subsections 65(5) and 76(4) of the Act state that an employer may refuse a request for flexible working arrangements, or an application to extend unpaid parental leave, only on reasonable business grounds.*

- 10.3. The FWC may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.
- 10.4. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.5. 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.
- 10.6. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 10.7. The FWC may deal with the dispute in two stages:

- (a) the FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - (i) in relation to the NES, arbitrate the dispute, or
  - (ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, andmake 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.*

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

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

## Part 3—Types of Employment and Related Matters

### 11. Types of employment

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

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

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

#### 11.2. Full time employment

A full-time Employee is an Employee engaged to work 38 hours per week or an average of 38 hours per week pursuant to cl.13 - Ordinary hours of work, except that:

- (c) the full-time hours of work for a School Administration Services Employee first employed on or after the date of commencement of this Agreement are 37.5 hours per week; and
- (d) the full-time hours of work for a School Administration Services Employee employed prior to the commencement of this Agreement are in accordance with the Employee's written contract of employment or as subsequently confirmed in writing by the School but will not be greater than 37.5 hours per week.

#### 11.3. Part-time employment

- (a) A part-time Employee is an employee engaged to work less than 38 hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable hours of work except that:
- (b) 37.5 hours applies instead of 38 hours to a part-time School Administration Services Employee first employed on or after the date of commencement of this Agreement; and
- (c) the hours of full-time work specified in the part-time School Administration Services Employee's written contract of employment established prior to the commencement of this Agreement will apply instead of 38 hours.
- (d) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate of pay for the Employee's classification except that a part-time School Administration Services Employee will be paid in accordance with (b) or (c) of cl.11.3
- (e) A part-time Employee's entitlements will be calculated on a pro rata basis.
- (f) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Employee will work, the number

of weeks of the school year the Employee will work and starting and finishing times each day.

- (g) The terms of the agreement in cl.11.3(f) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

**11.4. Casual employment**

- (a) A casual Employee is an Employee engaged as such.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) A casual Employee will be engaged and paid for a minimum of two hours for each engagement.
- (d) A casual Employee must be paid at the termination of each engagement, or fortnightly or monthly in accordance with usual payment methods for full-time Employees.
- (e) A casual Employee is not entitled to any of the following benefits under this Agreement:
  - (i) notice of termination of employment;
  - (ii) redundancy;
  - (iii) remuneration packaging;
  - (iv) annual leave;
  - (v) leave loading;
  - (vi) paid personal/carer's leave;
  - (vii) paid compassionate leave;
  - (viii) paid parental leave
  - (ix) infectious diseases leave;
  - (x) examination leave;
  - (xi) qualification conferral leave.; and
  - (xii) tuition fee discount.

**12. Minimum employment period**

- 12.1. An Employee's employment is contingent upon the satisfactory completion of a six month minimum term employment period.
- 12.2. 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 any due process, performance or conduct management policies or procedures in place from time to time.
- 12.3. Notice of termination is in accordance with cl.19– Termination of Employment.

**13. Ordinary hours of work**

- 13.1. Subject to this clause, a full-time Employee's ordinary hours of work will be a maximum of 38 per week. The ordinary hours of work for a part-time or casual Employee will be in accordance with cl.11 – Types of employment.
- 13.2. The ordinary hours of work in cl.11.2 may be averaged over a period of four weeks.
- 13.3. The ordinary hours of work will be worked on no more than five days in any seven days and may be worked as follows:
  - (a) On any day from Monday to Friday between 7.00 am and 6.00 pm for the following groups of Employees:
    - (i) Wellbeing and nursing services;
    - (ii) School administration services;
  - (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for Employees in the following groups:
    - (i) School operational services

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

**13.4. Reasonable additional hours**

- (a) An Employer may require a part-time Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (b) Where the Employee's hours are averaged:
  - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in cl.13.3, do not result in the Employee working more than eight hours on that day, and do not result in the Employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
  - (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where the Employee's hours are not averaged:
  - (i) the Employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in cl.13.3, and do not result in the Employee working more than eight hours on that day; and

- (ii) in all other cases the Employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (d) Where additional hours are worked on a day the Employee is already attending for work, the minimum casual engagement of two hours will not apply.
- (e) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

13.5. Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in cl.13.5(a) and 13.5(b) do not apply to:
  - (i) an Employee who is attending a school camp or excursion; or
  - (ii) an Employee working a broken shift.

**14. Breaks**

14.1. Meal break

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

14.2. Rest break

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

**15. Shiftwork**

15.1. Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl.15.4.

15.2. Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in cl.13.3;
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in cl.13.3;and at or before midnight;

- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

#### 15.3. Broken shifts

- (a) An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An Employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

#### 15.4. Rostering

- (a) For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.
- (b) An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with cl. 16—Penalty rates.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on forty eight hours' notice.
- (d) Notwithstanding cl.1.1(c) a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

### **16. Penalty rates**

#### 16.1. Shiftwork

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

#### 16.2. Saturday and Sunday work

- (a) An Employee required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
  - (i) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and

- (ii) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

16.3. The penalty rates within this clause and in cl.177 —Overtime are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

**17. Overtime**

17.1. Overtime rates

- (a) An Employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours unless such hours relate to peak periods of work or attendance at School events that are identified in the Employees Position Description or otherwise mutually agreed in writing.

Overtime will be paid as follows:

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

- (b) Overtime will be calculated daily.

17.2. Time off instead of overtime payment

- (a) Time off instead of overtime will apply for foreseen peak periods of work or attendance at School events as identified in the Employee’s Position Description.
- (b) For situations other than those covered by cl.17.2(a), the employer and an Employee may agree that an Employee will be provided with time off instead of being paid overtime.
- (c) 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.
- (d) Where the Employer and an Employee have agreed to time off instead of overtime payment under cl.17.2(b) and such time has not been taken:
  - (i) within three months of accrual; or
  - (ii) during the Non-term weeks agreed between an Employee and the Employer;

The Employer must, if requested by an Employee, provide payment, at the overtime rate pursuant to cl.17.1(a).



17.3. Make-up time

An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time

**18. Performance and conduct management**

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

**18.1. Performance Management**

Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in cl.18.2 and 18.3.

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

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

18.3. Formal performance management meetings will:

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

18.4. If, following the procedure in cl.18.2 and 18.3 the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

**18.5. Conduct Management**

Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in cl.18.6 and 18.7.

18.6. The Employer will advise the Employee of:

- (a) the Employer's concern with the Employee's conduct;
- (b) the time, date and place of the meeting to discuss the Employee's conduct;
- (c) the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;

- (d) the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

18.7. The formal conduct management meeting(s) will:

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

18.8. The Employer reserves the right to vary the procedure in cl. 18.6 and 18.7 where it is possible that the Employee is guilty of serious misconduct.

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

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

18.10. **Suspension**

Notwithstanding any of the provisions in this Agreement, the Employer may suspend an Employee with or without pay while considering any matter which in the view of the Employer could lead to the Employee's summary dismissal. Suspension without pay will not be implemented by the Employer without prior discussion with the Employee and will not, except with the Employee's consent, exceed a period of four weeks.

## **19. Termination of employment**

19.1. **Notice of Termination by the Employer**

The Employer shall give four weeks' notice in writing of the intention to terminate an Employee's employment (unless greater contracted terms apply) or full payment in lieu of notice will be given. Where the Employee works term weeks only, such notice will be given wholly within the one school term. In addition to the notice above, an Employee over 45 years of age at the time of giving the notice with not less than five years' continuous service is entitled to an additional week's notice.

19.2. **Notice of termination by an Employee**

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

19.3. **Job search entitlement**

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

**19.4. Withholding of monies**

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

**20. Redundancy**

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

| <u>Period of Continuous Service</u> | <u>Redundancy Pay</u> |
|-------------------------------------|-----------------------|
| Less than 1 year                    | Nil                   |
| 1 year but less than 2 years        | 4 weeks               |
| 2 years but less than 3 years       | 6 weeks               |
| 3 years but less than 4 years       | 8 weeks               |
| 4 years but less than 5 years       | 10 weeks              |
| 5 years but less than 6 years       | 12 weeks              |
| 6 years but less than 7 years       | 14 weeks              |
| 7 years but less than 8 years       | 16 weeks              |
| 8 years but less than 9 years       | 17 weeks              |
| 9 years but less than 10 years      | 18 weeks              |
| 10 years but less than 11 years     | 19 weeks              |
| 11 years but less than 12 years     | 20 weeks              |
| 12 years and over                   | 21 weeks              |

**20.2. Transfer to lower paid duties**

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

**20.3. Employee leaving during notice period**

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

**20.4. Job search entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) At the request of the Employer, the Employee must produce proof of attendance at an interview.
- (c) This entitlement applies instead of cl.19.3.

## **Part 4—Leave and Holidays**

**21. Annual leave**

21.1. Annual leave is provided for in the NES. This clause supplements the NES provisions.

21.2. Annual leave is four weeks plus any contracted additional leave.

**21.3. Timing of annual leave**

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

**21.4. Crediting of annual leave**

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

**21.5. Annual leave loading**

Annual leave loading will be paid to the Employee with each salary payment throughout the school year by increasing the employees annual rate of pay by 1.3426%. The Employee's letter of appointment will include written advice of the inclusion of annual leave loading in the employee's salary rate.

**21.6. Cashing out of annual leave**

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

**22. Personal/carer's leave**

22.1. Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

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

22.3. The personal/carer's leave entitlement for a full-time Employee equates to 15 days per year of service.

22.4. A part-time Employee is entitled to personal/carer's leave on a pro rata basis based on their ordinary hours of work. Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

22.5. Paid personal leave is taken due to a personal illness or injury.

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

22.7. Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take two days unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

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

**22.9. Notice and evidentiary requirements**

- (a) An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to

provide care or support to a member of the Employee's Immediate family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

- (b) An Employee is entitled to personal/carer's leave provided that:
  - (i) the Employee produces a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
  - (ii) the Employee provides a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term (where the Employee works term weeks only) which would not otherwise require the provision of a evidence;
  - (iii) the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

**23. Compassionate leave**

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

23.2. An Employee may take:

- (a) up to three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household dies; or
- (b) up to two (2) 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.

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

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

**24. Community Service & Removal Leave**

24.1. Community Service Leave

Community Service Leave is provided for in the NES and includes jury service.

24.2. Removal Leave

A staff member under this Agreement is entitled to one day's removal leave per annum for the bona fide removal to a new place of residence. This entitlement is not cumulative.

**25. Public holidays**

25.1. Public holidays are as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

**25.2. Payment for work on a public holiday**

A General Staff Employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the Employer and the Employee have agreed to the Employee taking a day off instead of payment in which case the Employee will be paid at the ordinary time rate for work on the public holiday.

**25.3. Substitution of public holidays**

- (a) By agreement between the Employer and an individual Employee, an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.
- (b) By agreement between the Employer and a majority of Employees, an alternate day may be taken as a public holiday in the workplace in lieu of any of the days specified by the NES.
- (c) The agreement made pursuant to cl.26.3(a) or (b) will be recorded in writing and made available to the affected Employee/s.
- (d) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

**26. Long service leave**

**26.1. Preamble**

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

**26.1.1. Entitlement**

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

An employee is entitled to an additional 1.3 weeks of Long Service Leave for each additional year of continuous employment.

Where an employee has completed at least 7 years of continuous employment, they are entitled to payment for long service leave upon termination of employment unless termination is on the grounds of serious misconduct.

**26.1.2. Definition of Continuous Employment**

For the purposes of calculating continuous employment for long service leave, continuous employment does not include periods of leave without pay in excess of four weeks or periods of unpaid parental leave.

**26.1.3. Illness on Long Service Leave**

- (a) Subject to the requirements of cl.26.1.1, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave,

with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

- (b) The Employee's application under cl.26.1.3(a):
  - (i) must be received by the Employer during the period of illness or injury;
  - (ii) 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
  - (iii) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

**26.2. Mode of Employment and Payment**

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

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 last twelve months of service, or such amount as agreed between the School and the employee, and multiplying average weekly hours by the current hourly pay rate.

**26.3. Term of Leave**

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.

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

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

**27. Parental leave**

27.1. Parental leave is provided for in the NES. This clause supplements the NES provisions.

**27.2. Variation of period of parental leave**

Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Employee.



**27.3. Notice for a replacement Employee**

An Employee replacing an Employee granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Employee is employed.

**28. Paid parental leave**

**28.1. Application**

- (a) This clause does not apply to a casual or fixed-term Employee.
- (b) This clause applies to a full-time or part-time Employee who is entitled to unpaid parental leave in accordance with the NES and cl.27 - Parental Leave.
- (c) Personal, Carer's, Long Service and Annual Leave are accrued during a period of paid parental leave.
- (d) The period of paid birth-related or adoption-related leave, including any period of paid concurrent leave, counts as a period of continuous service under this Agreement.
- (e) The payments in cl.28.2 and 28.3:
  - (i) are not payable during a period of paid leave;
  - (ii) are payable following the birth or adoption of child, from the commencement date of the period of parental leave;
  - (iii) are paid at the Employee's ordinary rate of pay; and
  - (iv) are payable to one Employee only, where the Employer employs both parents of the child.

**28.2. Birth-related leave and adoption-related leave**

- (a) An Employee will be entitled to fourteen (14) weeks of leave with pay to be responsible for the care of the child.
- (b) If the Employee takes less than fourteen (14) weeks of leave with pay, the Employee will be paid for the period of leave taken.
- (c) The period of leave with pay comprises paid birth-related leave/adoption-related leave and annual leave that accrues during the birth-related leave/adoption-related leave.
- (d) An Employee must have completed a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for a payment pursuant to this clause for the birth or adoption of a second or subsequent child.

**28.3. Partner leave**

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

**29. Leave without pay**

29.1. An Employee may apply for a further period of leave without pay, in addition to the periods of leave without pay during non-term weeks pursuant to cl.30– Leave without pay during Non-term weeks, which may be granted at the discretion of the Employer. 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).

**30. Leave without pay during non-term weeks**

**30.1. Arrangements**

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

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

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

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

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

Where:

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

**C** means the annual salary (as contained in cl.B.1.1- Schedule B) for the Employee's classification

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

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

**31. Examination leave**

31.1. An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

**32. Qualification conferral leave**

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

## **Part 5—Wages and Related Matters**

**33. Remuneration packaging**

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

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

**34. Payment of wages**

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

**35. Superannuation**

**35.1. Superannuation legislation**

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund selected by the Employer applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

**35.2. Employer contributions**

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

**35.3. Voluntary employee contributions**

(a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the

Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.35.2.

- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under cl. 36.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under cl.36.3(a) or (b) was made.

**35.4. Superannuation fund**

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl.35.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in cl.35.2 and pay the amount authorised under cl.36.3(a) and 36.3(b) to either Victorian Independent Schools Superannuation Fund (VISSF) or Non-Government Schools Super (NGS) or successor funds, provided that the Employer is not required to become a participating employer.

**36. Annualised salaries**

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

- (a) Schedule B – General Staff Salaries;
- (a) Schedule C – General Staff Allowances;
- (b) cl.15, 16, 17 – Shift work, penalty rates; and overtime; and
- (c) cl.21.5 - Annual leave loading.

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

**36.2. Annual salary not to disadvantage Employees**

- (a) The annual salary must be no less than the amount the Employee would have received under Schedule B – General Staff Salaries for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the Employee must be reviewed by the Employer at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.

**36.3. Base rate of pay**

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

**37. Higher duties**

- 37.1. The Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification in an acting capacity.
- 37.2. Subject to cl 37.3 where the Employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 37.3. Where the Employee is a school operational services Employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

**38. Breakage and loss**

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

**39. Staff Discount for Children attending Korowa**

- 39.1. All full-time Employees and those working 0.5 or more part time, are entitled to a discount of 25% on tuition fees for each child attending Korowa. Staff working less than 0.5 full time are eligible for a 10% discount. Children attending Korowa other than the eldest child receive a further 10% sibling discount for each younger child. The staff discount does not apply for children of casual staff and staff employed for a fixed term of one School Term or less.
- 39.2. The staff discount applies in addition to any scholarship awarded to the student. Staff discount continues to apply if the Employee is on paid leave. The staff discount also applies for up to four terms of parental leave, inclusive of paid and unpaid parental leave. The staff discount does not apply to any other form of unpaid leave. No staff discount is available for After Care or Holiday Program services provided at the School. The staff discount applies to the term's fees billed in the term coinciding with the staff member's employment.

**40. Salary**

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

**41. Allowances**

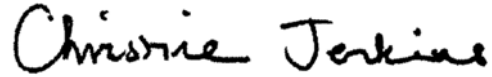
- 41.1. Schedule C – General Staff Allowances specifies the allowances available under this Agreement.

**NON-TEACHING STAFF AGREEMENT 2015**

EXECUTED as an Agreement this 9 day of September 2015.

Signed for and on behalf of: Korowa Anglican Girls' School

Korowa Anglican Girls' School  
ABN 53 007 133 646



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Christine Elizabeth Jenkins - Principal

Address 10 Ranfurlie Crescent GLEN IRIS VIC 3146

Korowa Anglican Girls' School Employees  
as represented by



---

Hannah Wearne – Bargaining Representative

Address 10 Ranfurlie Crescent GLEN IRIS VIC 3146

In the presence of



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Witness

Witness name in full \_\_\_\_\_ Fiona Raika \_\_\_\_\_

Witness address \_\_\_\_\_ 10 Ranfurlie Crescent, Glen Iris, 3146 \_\_\_\_\_

## Schedule A — General Staff Classifications

### A.1 DEFINITIONS

#### A.1.1 Definition 1: Supervision

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

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

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

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

#### A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) **Year 12**

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

(b) **Trade certificate**

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

(c) **Post-trade certificate**

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

(d) **Certificates I and II**

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

(e) **Certificate III**

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

**(f) Certificate IV**

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

**(g) Diploma**

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

**(h) Advanced diploma**

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

**(i) Degree**

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

**(j) Postgraduate degree**

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

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

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

**(a) Competency**

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

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

**(e) Occupational equivalent**

Examples of occupations typically falling within each classification level.

**(f) Typical activities**

Examples of activities typically undertaken by Employees in different roles at each of the classification levels. Examples of occupational equivalent positions



are provided. Reference to small, medium and large schools is made, based upon student enrolment. A small school enrolls less than 300 students, a medium school enrolls between 300 and 600 students and a large school enrolls more than 600 students.

## **A.2 Classifications**

### **A.2.1 Level 1**

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

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

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

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

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

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

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

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

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

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

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

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

**(ii) School operational services grade 1**

- Performing general labouring tasks
- Performing general gardening tasks, including preparing grounds and undertaking planting
- Performing horticultural duties in areas such as sports playing fields, garden maintenance and foliage control
- Performing basic gardening and outdoor maintenance
- Performing basic maintenance
- Performing a range of industrial cleaning tasks
- Moving furniture and equipment
- Assisting trades personnel with manual duties
- Undertaking elementary food preparation and cooking duties, cleaning and tidying the kitchen and its equipment
- Performing gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays
- Removing cuttings, raking leaves, cleaning/emptying litter bins, cleaning gutters/drains/culverts
- Performing routine maintenance of turf, synthetic, artificial and other play surfaces
- Performing non-trade tasks incidental to the Employee's work
- Making and/or serving morning/afternoon tea, including washing up and other duties in connection with such work other than meals/refreshments in the school's main dining area

**A.2.2 Level 2**

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

**(a) Competency**

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

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

- (i)** Applies generally accepted concepts, principles and standards in well-defined areas. Solves relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
- (ii)** An Employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**(c) Level of supervision**

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

**(d) Training level or qualifications**

Level 2 duties typically require:

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

**(e) Typical activities**

**(i) Wellbeing services grade 1**

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

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

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

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

- Undertaking general gardening tasks including the preparation and planting procedures
- Laundry duties requiring the application of limited discretion
- Operating, maintaining and adjusting turf machinery under general supervision
- Applying fertilizers, fungicides, herbicides and insecticides under general supervision

**A.2.3 Level 3**

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

**(a) Competency**

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

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

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

**(e) Typical activities**

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

- Undertaking a wide range of secretarial and clerical duties at an advanced level, including word processing, maintaining email and computerised records
- Managing enquiries from students, parents, employees and the general public
- Entering financial data into computers and preparing financial and management reports for review and authorisation
- Preparing and processing payroll within routines, methods and procedures
- Undertaking bank and ledger reconciliations
- Assisting with preparation of internal and external publications
- Providing administrative support to senior management, including arranging appointments, diaries and preparing both confidential and general correspondence
- Preparing government and statutory authority returns for authorisation

**(ii) School operational services grade 3**

- Performing general maintenance work which includes the use of trade accredited skills in areas such as carpentry, plumbing or electrical services
- Control and responsibility for the maintenance of gardens, sports grounds and/or facilities which includes the use of accredited trade skills in areas such as horticulture, gardening or in the maintenance of sports grounds

- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager
- In trades positions, applying the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.
- Responsibility for the security and basic maintenance of school property

**(iii) Wellbeing Services grade 3**

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

**A.2.4 Level 4**

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

**(a) Competency**

Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

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

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

**(c) Level of supervision**

Supervision is generally present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance. Some positions will require routine supervision to general direction depending upon experience and the complexity of the tasks. Some positions will require general direction. May supervise or co-ordinate others to achieve objectives, including liaison with Employees at higher levels. May undertake stand-alone work.

**(d) Training level or qualifications**

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

- (i) completion of a diploma level qualification with relevant work related experience;
  - (ii) completion of a Certificate IV with relevant work experience;
  - (iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
  - (iv) completion of a Certificate III with extensive relevant work experience; or
  - (v) an equivalent combination of relevant experience and/or education/training.
- (e) Typical activities**
- (i) School administration services grade 4**
    - Responsibility for the smooth and efficient financial administration of a small school
    - Responsibility for both secretarial and financial administration of a school office in a small school
    - Using computer software packages, including desktop publishing, database and/or web software, at an advanced level
    - Planning and setting up spreadsheets and database applications
    - Initiating and handling correspondence, which may include confidential correspondence
    - Calculating and maintaining wage and salary records for a large payroll utilising a variety of routines, methods and procedures
    - Applying inventory and purchasing control procedures
    - Preparing monthly summaries of debtors and creditors ledger transactions with reconciliations
    - Controlling the purchasing and storage for a discrete function
    - Supervising and maintaining hardware and software components of a computer network, with appropriate support for users
    - Preparing complex financial and administrative systems
    - Undertaking responsibility for the co-ordination and ongoing management of fundraising activities or special projects where an advanced level of clerical and administrative skill is required
  - (ii) School operational services grade 4**
    - Responsibility for planning, scheduling and supervising of all aspects of gardening maintenance
    - Deputising for the manager if absent, including undertaking all duties
    - In trades positions, working on complex engineering or interconnected electrical circuits and/or exercising high precision trades skills using various materials and/or specialised techniques

A.2.5 **Level 5**

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

**(a) Competency**

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

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

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

- Applying theoretical knowledge, at degree level, in a straightforward way, in professional positions
- Providing designated support to senior management and associated committees concerning designated aspects of school management
- Overseeing the operations of the school's office and other administrative activities
- Ensuring deadlines and targets are met

- Preparing the accounts of the school to operating statement stage and assisting in the formulating of period and year end entries
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods

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

- Managing a range of functions

**A.2.6 Level 6**

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

**(a) Competency**

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

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

Discretion to: innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; and/or analyse and report on data and experiments.

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

- (i)** a degree with subsequent relevant experience;



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

**(e) Typical activities**

**(i) Nursing services grade 1**

- Providing primary nursing care with its associated administrative responsibilities

**(ii) School administration services grade 6**

- Operating and being responsible for a structurally and/or operationally defined section
- Providing professional advice to students and Employees on the Employee's area of expertise
- Responsibility for professional development of other Employees
- Contributing to operational and strategic planning in the area of responsibility

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

- Managing a range of functions

**A.2.7 Level 7**

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

**(a) Competency**

- (i) Within constraints set by management, Employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An Employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions.
- (ii) An Employee may independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, the Employee may be a recognised authority in a specialised area.

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

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

**(c) Level of supervision**

Broad direction. May manage other Employees including general Employees.

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

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

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

**A.2.8 Level 8**

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

**(a) Competency**

Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

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

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

**(c) Level of supervision**

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

**(d) Training level or qualifications**

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

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

**(e) Typical activities**

**(i) School administration services grade 8**

- Managing a large functional unit with a diverse or complex set of functions and significant resources in a large school
- Performing information technology tasks requiring professional qualifications involving analysis, design or computation and drawing upon advanced techniques and methods at an advanced level

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

- Property Manager

## **Schedule B — General Staff Salaries**

### **B.1.1 Annual rates of pay**

The Employer will pay an adult Employee not less than the annual rate of pay specified for the Employee's classification prescribed by the following table. Annual rates of pay will be reviewed on 1 February each year for the duration of the Agreement.

| <b>Classification Level</b> | <b>2015<br/>\$</b> |
|-----------------------------|--------------------|
| <b>Level 1</b>              | \$38,000           |
| <b>Level 2</b>              | \$44,000           |
| <b>Level 3</b>              | \$52,000           |
| <b>Level 4</b>              | \$60,000           |
| <b>Level 5</b>              | \$65,000           |
| <b>Level 6</b>              | \$70,000           |
| <b>Level 7</b>              | \$75,000           |
| <b>Level 8</b>              | \$80,000           |

### **B.1.2 Junior Employees**

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

| <b>Age</b>            | <b>% of adult rate</b> |
|-----------------------|------------------------|
| Under 17 years of age | 50                     |
| 17 years of age       | 60                     |
| 18 years of age       | 70                     |
| 19 years of age       | 80                     |
| 20 years of age       | 90                     |

## Schedule C — General Staff Allowances

### C.1 Meal allowance

C.1.1 Where an Employer requires an Employee:

to undertake more than two hours' overtime after the completion of a full day of work (defined as not less than 7.6 hours), the Employer will provide a meal to the Employee. The exceptions to this are:

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

### C.2 On call and recall allowance

C.2.1 On call allowance

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

C.2.2 Recall allowance

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

### C.3 Uniform/protective clothing allowance

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

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