



The Launceston Preparatory School (Teachers)

Collective Agreement 2007

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1. TITLE

This Agreement shall be known as The Launceston Preparatory School (Teachers) Collective Agreement 2007.

2. ARRANGEMENT

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3. SCOPE

This Agreement shall apply to The Launceston Preparatory School in respect of the employment of registered teachers.

4. PARTIES BOUND

This Agreement shall be binding upon:

- (i) The Launceston Preparatory School Inc., 117-119 Elphin Road, Newstead, 7250.
- (ii) Teachers employed by the employer under the scope of the "NAPSA" (refer Clause 7).

5. SUPERSESION

This Agreement supersedes all pre-existing arrangements dealing with the matters covered by this agreement, provided that no right, obligation or liability incurred or accrued under the previous Agreement shall be affected by the supersession.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of approval by the Workplace Authority and operate until 30th June 2010.

7. RELATIONSHIP TO THE NAPSA

NAPSA means a Notional Agreement Preserving a State Award and applies to employees who had their conditions of employment determined, either wholly or partly, by a State Award (In this case the Independent Schools Teachers [Tasmania] Award of the Tasmanian Industrial Commission) at the time of the legislative reforms taking effect (i.e. 27th May 2006).

This Agreement covers the matters detailed in the Arrangement (Clause 2 of this Agreement). In regard to all other matters the NAPSA provisions shall prevail. A copy of the NAPSA is attached as Appendix A.

Where there is any inconsistency between this Agreement and the NAPSA, this Agreement will prevail to the extent of the inconsistency.

PROVIDED that where, during the life of this Agreement, the NAPSA is replaced by another legal instrument governing conditions of employment (e.g. a new Federal Award which replaces the NAPSA), that instrument shall be appended to this Agreement as Appendix A in place of the NAPSA.

8. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is:

- (i) To maintain and improve the productivity, efficiency, flexibility and effectiveness of the School through the implementation of agreed measures, as soon as practicable, which will increase the performance of the School and offer secure, worthwhile and fulfilling employment for teachers.
- (ii) To maintain a consultative and participative approach to implement increased and sustained improvement in performance across all areas of operation of the School.
- (iii) To continue to develop an environment of continuous improvement conducive to a flexible work organisation able to respond to changing demands in education.
- (iv) To continue developing management systems and work practices capable of assuring all stakeholders of the quality of the School's services.
- (v) To maintain the School as a provider of services to the community through the encouragement of optimum resource usage, whilst remaining aware of increasing pressures on staff and operating costs which are recognised by both parties.
- (vi) To maximise the learning outcomes for students through quality teaching.
- (vii) To share equitably the benefits of enhanced service delivery amongst the School community.

- (viii) To provide a safer and better working environment.
- (ix) To ensure the continuation of the stable industrial relations framework that exists in the School.

9. AVOIDANCE OF INDUSTRIAL GRIEVANCES (DISPUTES)

Any grievance, industrial dispute, or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall be dealt with by negotiation between the parties.

PROVIDED that if a disputed condition of employment that is contained within this Agreement is unresolved, it shall be referred to the Australian Industrial Relations Commission.

10. CONSULTATIVE MECHANISM

- (i) On ratification of this agreement a standing committee will be formed comprising:
2 members representing employees; and
2 members representing the employer.
- (ii) The members of the committee representing employees are to be elected by a secret ballot of all employees covered by the agreement.
- (iii) The members of the committee representing the employer are to be nominated by the Committee of Management.
- (iv) The members of the committee shall be entitled to membership of the committee until such time as the collective workplace agreement expires or is withdrawn, whichever occurs first.
- (v) Members of the committee may resign from the committee provided they provide 4 weeks notice in writing to the other committee members.
- (vi) If a committee vacancy occurs the vacancy is to be filled before the next meeting in accordance with the procedure outlined in clause (ii) or clause (iii) of this section, whichever applies.
- (vii) The committee is to meet as and when required.
- (viii) The scope of the committee's discussion is to be confined to;
 - (a) the interpretation and application of this agreement; and
 - (b) the leave reserved matters contained in this agreement.
- (ix) Meeting procedures are to be determined by consultation between the committee members.

Provided that nothing in those procedures is to prevent either the employee representatives or management representatives from communicating freely with the employees covered by the agreement in relation to any matter within the scope of clause (viii) of this section.

11. AGREEMENT VARIATIONS

Any proposal to vary this Agreement, other than in accordance with the process set out in clause 15, shall occur in accordance with the requirements of the Workplace Relations Act 1996.

12. JOB SECURITY

The parties to the Agreement are committed to job security for teachers provided that enrolments remain stable or increase.

13 EMPLOYMENT CATEGORIES

"Replacement Teacher" means a teacher who is employed for a limited period not to exceed 60 weeks, in order to replace a teacher who is on leave, temporarily transferred or promoted.

This clause is to be read in conjunction with Part II Clause 2 of the NAPSA. For all employment categories other than Replacement Teacher the Award categories shall apply.

14 SALARIES

- (i) From the first full pay period occurring on or after 1st July 2007 the rates of those employees engaged under the terms of this agreement shall be increased by 4.53%.
- (ii) At least six (6) weeks before the first and the second anniversaries of the making of this agreement the parties will meet and confer in order to set wage rates for the coming year.

15 NEXUS PRESERVATION

- (i) For the life of this agreement the employer and the employees shall meet once each calendar year for the purpose of reviewing salary rates. This meeting will take place at any time in the period between 1 April and 30 June.
- (ii) For the purpose of the review the parties shall rely on a figure provided each year by the Association of Independent Schools of Tasmania.
- (iii) Where adjustment is found to be necessary the adjustment shall be made in accordance with the principles agreed to by the employer and the employees prior to the meeting.

16 REMUNERATION PACKAGING

- (i) This section will facilitate the provision of salary and benefit packages to employees whose employment is covered by this Agreement.
- (ii) For the purpose of this section:
 - (a) **Benefits** means the benefits selected by the employee from the benefits provided by the School;
 - (b) **Benefit Value** means the amount specified by the School as the cost to the employer of the Benefit provided including Fringe Benefits Tax, if any;
 - (c) **Fringe Benefits Tax** means tax imposed by the Fringe Benefits Tax Act 1986 (Cth).
- (iii) The employer may offer to provide and the employee may agree in writing to accept:
 - (a) the benefits selected by the employee from those made available by the School; and
 - (b) a salary equal to the difference between the benefit value and the salary which would have applied to the employee under clause (iii) of this section in the absence of an agreement under this section.
- (iv) The benefits will be those made available by the employer.
- (v) The employer must advise the employee in writing of the benefit value and fringe benefit tax liability before the employee and the employer enter into an agreement pursuant to clause (iv) of this section.
- (vi) The employee shall be liable for any fringe benefit tax payable on any benefit provided to the employee under this section.

- (vii) Where, during the currency of an agreement entered into under clause (iv) of this section:
- (a) an employee takes leave on full pay the employee will receive the benefits and salary referred to in clause (iv) of this section;
 - (b) an employee who takes leave without pay the employee is not entitled to any benefits during the period of leave;
 - (c) an employee who takes leave on less than full pay the employee will receive:
 - 1. the Benefits; and
 - 2. an amount of salary calculated by applying the formula:

$$A = W \times P\% - [(100\% - P\%) \times B]$$
 where:
 - W = the salary determined under (iv)
 - P = the percentage of salary payable during the leave
 - B = the Benefit Value
 - A = the amount of salary
- (viii) Any other payment under this Agreement calculated by reference to the employee's salary, however described, and payable:
- (a) during employment; or
 - (b) on termination of employment in respect of untaken paid leave; or
 - (c) on death,
- will be at the rate of pay which would have applied to the employee under clause (iii) of this section, in the absence of an agreement clause (iv) of this section.

17 Senior Classroom Teacher

(i) Definition

A Senior Classroom Teacher is a teacher who has applied for and been granted this classification by the Co-Principals of The Launceston Preparatory School. The main role is that of a classroom teacher with responsibilities including demonstration of an ongoing commitment and contribution to educational excellence within our school, some educational management duties where appropriate as well as exceptional classroom teaching skills.

(ii) Criteria for eligibility to apply

In order to be eligible for appointment to the classification of Senior Classroom Teacher a teacher must:

- (a) be classified as a four-year trained teacher as a minimum;
- (b) have reached Step 12 on the salary scale and have been on that step for a minimum period of two years; and
- (c) have been employed as a teacher by The Launceston Preparatory School for a minimum of one year.

(iii) Application procedure

Applications are to be made using the school's "Senior Classroom Teacher Application" document. Applications should be lodged with the Co-Principals by August 1st and may be followed by an interview process.

(iv) Criteria to be addressed by applicants

Applicants shall write an application for Senior Classroom Teacher classification that addresses the following criteria:

- (a) exceptional classroom teaching skills evident through provision of stimulating teaching and learning experiences, innovative classroom practice, programs that meet individual student needs, assessment and reporting procedures;
 - (b) knowledge of The Launceston Preparatory School philosophy and evidence of its practical application;
 - (c) evidence of relevant and ongoing Professional Development;
 - (d) relationships with colleagues in areas such as Professional Development, student welfare, sharing initiatives and problems;
 - (e) contributions to the school beyond the applicant's immediate teaching responsibilities;
 - (f) relationships with students and their parents; and
 - (g) areas in which the applicant believes he/she can contribute to educational management duties in connection with classroom excellence.
- (v) Term of appointment

Appointments for successful applicants shall commence on January 1st in the year following the application and shall be for a three-year period, following which teachers would need to reapply for classification at this level.

- (vi) Resignation of appointment

Where a teacher chooses to resign their appointment to the classification of Senior Classroom Teacher they are to provide the Co-Principals with a term's notice in writing. In such instances, the teacher's salary shall be adjusted to Step 12 of the salary scale at the completion of the required notice period.

18 PROBATIONARY PERIOD FOR NEW TEACHERS

- (i) Teachers in their first 12 months of employment with the school, other than those engaged as relief teachers, will be required to successfully complete a period of probationary employment before being appointed to the permanent staff of the school.
- (ii) Nothing in this section shall prevent the school from terminating a probationary teacher's employment at any time during the probationary period of employment where it can be demonstrated that:
 - (a) the teacher is consistently failing to meet the ethical and professional expectations of the school; or
 - (b) there is justification for instant dismissal in accordance with the provisions outlined in Part II clause 3 (a) (vii) of the NAPSA.

Teachers other than Replacement Teachers

- (iii) The period of probationary employment will be completed in accordance with the following requirements:
 - (a) In the process of appointment the teacher will be provided with a statement of the ethical and professional expectations of the school.
 - (b) On commencement the teacher will;
 1. undertake the school's induction process; and
 2. be included in the school's mentoring process; and
 3. meet with the person appointed by the employer to be responsible for the management of the teacher's period of probationary employment.

- (c) Before the completion of their first school term of employment the teacher shall complete an "interim probationary performance appraisal" in conjunction with the person responsible for the management of the teacher's period of probationary employment. Where it is deemed to be necessary, objectives may be developed to assist the teacher in meeting the ethical and professional expectations of the school during the remainder of the probationary employment period.
- (d) Before the completion of their second school term of employment the teacher shall complete a "probationary performance appraisal" in conjunction with the person responsible for the management of the teacher's period of probationary employment. On completion of this appraisal the school shall either;
 - 1. appoint the teacher concerned to the permanent staff of the school. In such instances the school shall provide the teacher with a letter of appointment; or
 - 2. extend the teacher's period of probationary employment by a further school term. Where this option is deemed to be necessary, objectives shall be developed to assist the teacher in meeting the ethical and professional expectations of the school during the extended probationary employment period; or
 - 3. terminate the employment of the teacher.
- (e) Where the school decides to extend the teacher's period of probationary employment by a further school term in accordance with clause (ii) (d) 2 of this section the teacher shall, prior to the completion of the extended period of probationary employment, complete a "probationary performance appraisal" in conjunction with the person responsible for the management of the teacher's period of probationary employment. On completion of this appraisal the school shall either;
 - 1. appoint the teacher concerned to the permanent staff of the school. In such instances the school shall provide the teacher with a letter of appointment; or
 - 2. terminate the employment of the teacher.

Replacement Teachers

- (iv) Where a teacher is employed as a replacement teacher and;
 - (a) The period of appointment exceeds 1 school term in duration; and
 - (b) it is the first time the teacher has been employed by the School; or
 - (c) other than relief teaching, a period of 5 years has elapsed since the teacher's last employment with the school;
 the replacement teacher must complete a period of probationary employment in accordance with the following requirements:
 - (i) In the process of appointment the replacement teacher will be provided with a statement of the ethical and professional expectations of the school.
 - (ii) On commencement the replacement teacher will;
 - 1. undertake the school's induction process; and
 - 2. be included in the school's mentoring process; and
 - 3. meet with the person appointed by the employer to be responsible for the management of the replacement teacher's period of probationary employment.
 - (iii) Before the completion of their first school term of employment the replacement teacher shall complete a "probationary performance appraisal" in conjunction with the person responsible for the management of the teacher's period of probationary employment. On completion of this appraisal the school shall either;
 - 1. advise the replacement teacher in writing of their successful completion of the period of probationary employment.; or

2. terminate the employment of the replacement teacher.

Provided that the maximum period of probationary employment for a replacement teacher shall be one term.

Provided also that a replacement teacher's successful completion of a period of probationary employment does not provide the replacement teacher with any right to permanent employment beyond the period of their replacement teacher appointment.

19 PAID MATERNITY LEAVE

- (i) A teacher who has completed a period of not less than 12 months continuous service and who is eligible for maternity leave as provided in the NAPSA, Part VI clause 5 b(ii), shall be entitled to
- a) leave on full pay for a continuous period of up to 6 weeks to be taken within the period commencing six weeks prior to the expected date of delivery and concluding 6 weeks after the actual date of delivery.
 - b) additional leave without pay to bring the aggregate leave to a continuous period of not more than 52 weeks as provided in the NAPSA, Part VI clause 5 b(ii).

Provided that the period of aggregate leave may be extended beyond 52 weeks where the employee and employer have agreed that the employee's return to duty shall coincide with the start of the next school term.

- (ii) A teacher who has been employed on a permanent part-time basis for a period of not less than 12 months and who is eligible for maternity leave as provided in the NAPSA, Part VI clause 5 b(ii) shall be entitled to
- a) paid leave on a pro-rata basis for a continuous period within the period commencing six weeks prior to the expected date of delivery and concluding 6 weeks after the actual date of delivery.
 - b) additional leave without pay to bring the aggregate leave to a continuous period of not more than 52 weeks as provided in the NAPSA, Part VI clause 5 b(ii).

Provided that the period of aggregate leave may be extended beyond 52 weeks where the employee and employer have agreed that the employee's return to duty shall coincide with the start of the next school term.

- (iii) The School may require a teacher who resigns from her position following a period of paid and / or unpaid maternity leave without resuming her employment for a minimum period of 12 weeks, to forfeit her entitlement to paid maternity leave. Payments made in respect to any period of paid maternity leave shall be refunded in full or deducted in settlement of the final pay and entitlements.
- (iv) A teacher shall be required to complete a period of at least 12 months continuous service following her return to work from maternity leave before being eligible for a further period of paid maternity leave in accordance with the clauses above.

20 RENEWAL LEAVE SCHEME

- (i) Definitions

Commencement date means the date on which an RLS agreement (as defined) commences. In normal circumstances this shall be the 1st January following approval of an employee's application to participate in the RLS (as defined).

Completion date means the date on which an employee's participation in the RLS agreement (as defined) concludes. In normal circumstances this shall be the date five years from the commencement date (as defined).

Leave accrual period means the period which a participant in the RLS (as defined) shall work before being eligible to take the renewal leave period (as defined).

Leave period means the period of leave a participant (as defined) in the RLS (as defined) is entitled to take upon completion of the leave accrual period (as defined).

Normal employment means the terms and conditions of employment a participant (as defined) would normally be afforded, and expected to observe, if they were not participating in the RLS (as defined).

Normal salary rate means the salary a participant (as defined) would normally receive pursuant to sections 13 and 14 of this agreement, and any other agreement conditions of employment that may apply, if they were not participating in the RLS (as defined).

Participant means an employee who has entered into an RLS agreement with the employer and has commenced participation in the RLS (as defined).

Participant salary rate means the rate at which a participant shall be paid during their participation in the renewal leave scheme. In most circumstances this shall be 80% of their normal salary (as defined).

RLS means the Renewal Leave Scheme.

RLS agreement means the Renewal Leave Scheme agreement, signed by both the employer and employee, which sets out the commencement date (as defined), the completion date (as defined), the leave accrual period (as defined), the leave period (as defined), and the duration of the employee's participation in the RLS (as defined). In normal circumstances an agreement shall be five calendar years in duration.

(ii) Philosophy

The parties to this Agreement recognise that the quality of teaching and students' educational outcomes may be improved by teachers' experiences outside the School environment, including - further education, professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.

(iii) Application to Participate

- (a) A permanent employee with a minimum of 2 years' continuous service may apply to participate in the RLS.
- (b) Application is to be made using the School's RLS application form.
- (c) Approval of a employee's application to participate in the RLS is granted at the discretion of the Principal and is subject to his/her:
 - 1. consideration of the operational requirements of the School; and
 - 2. satisfaction that the person has obtained independent financial advice in respect of their participation in the RLS; and
 - 3. consideration of any other matter which may be relevant.
- (d) Where an employee's application to participate in the RLS is successful they shall be notified in writing and their participation in the scheme shall commence from the following 1st January.
- (e) Where an employee's application to participate in the RLS is unsuccessful they shall be notified in writing of the decision.
- (f) If an employee has taken their renewal leave and completed the RLS agreement, or has withdrawn from the RLS in accordance with either sub-sub-clause (v)(c)3 or clause (xiii) of this section, and again wishes to participate in the RLS, a fresh application must be made.

(iv) Participation

A participant in the RLS shall;

- (a) work for the first four calendar years of the RLS agreement in order to complete the necessary leave accrual period.
- (b) upon completion of the leave accrual period, take the following calendar year as the RLS agreement leave period; and

(c) be paid at the participant salary rate (i.e. 80% of normal salary) for the duration of leave accrual period (a) and leave period (b) above.

(d) Unless otherwise agreed in writing payment shall be in accordance with the normal payment of wages procedures.

(v) Suspension

(a) Where a participant in RLS agreement proceeds on any one (or combination) of the following forms of leave during the leave accrual period:

1. Worker's compensation leave.
2. Any form of leave without pay, including maternity leave without pay.
3. Long service leave taken at the participant's normal salary rate in accordance with sub-sub-clause (vii)(a)(2) of this section.
4. Any form of leave which does not qualify as continuous service.

The RLS agreement shall be suspended for the duration of the leave period. Where the employee is entitled to payment for the leave the payment shall be made in accordance with the employee's normal salary entitlements.

(b) Where an RLS agreement is suspended in accordance with the provisions of sub-clause (v)(a) the suspension shall cease upon the employee's return to normal duties

(c) Where an RLS agreement is suspended in accordance with the provisions of sub-clause (v)(a) the employee shall, within 7 days of resumption of normal duties, indicate to the employer in writing their choice of one the following options:

1. That the existing RLS agreement be revised and a new agreement issued detailing:
 - i) The duration of suspension of the existing RLS agreement (to the nearest week).
 - ii) The participant's decision to alter the dates of the leave accrual period so that a 4 year accrual period is completed as part of the RLS agreement. The revised dates of the leave accrual period shall be included in the new RLS agreement.
 - iii) The revised dates of the leave period which shall be now taken in the first full calendar year following the completion of the leave accrual period detailed in the new RLS agreement.
 - iv) Where, under the terms of the new RLS agreement, there is a period between the completion of the leave accrual period and the commencement of the leave period the employee shall be paid at the normal salary rate for that period.
2. The participant may nominate that the leave period dates detailed in the existing RLS agreement remain unchanged, in which case payment for the leave period shall be adjusted to reflect the reduced leave accrual period (i.e. original 4 year leave accrual period less period of suspension from the RLS agreement).
3. The participant may terminate the RLS agreement, in which case:
 - i) The RLS agreement shall be terminated with effect from the date of commencement of the suspension period.
 - ii) The employee shall resume their normal employment arrangement from the day they resume normal duties.
 - iii) Subject to other Agreement and other legislative requirements being satisfied the employee shall be paid their normal salary rate from the day they resume normal duties.
 - iv) Where an RLS agreement has been terminated in accordance with the provisions of clause (v)(c)(3) the employee shall be paid an amount equal to the salary and allowances previously set aside as payment toward the leave period.

(vi) Leave Period Payment Variations

- (a) Where variations to a participant's terms and conditions of employment take effect during the leave accrual period of an RSL agreement those variations may to be taken into consideration when calculating the participant's leave period payment.
- (b) Details of how general variations shall be calculated are available from the pay office.
- (c) An employee is entitled to request that any calculation made in respect of a variation be reviewed by TISTA.

(vii) Long Service Leave

- (a) If a participant applies for and is granted permission to take long service leave during their leave accrual period, they shall choose one of the following payment methods: -

- 1. Long service leave period to be paid at the participant salary rate applicable at the time of the leave; or
- 2. Long service leave period to be paid at the normal salary rate applicable at the time of the leave; or

Provided that the period of long service leave deducted from the participant's long service leave balance will be the same irrespective of the method of payment chosen in accordance with sub-sub-clause (a)(2) of this clause.

- (b) If a participant chooses to be paid in accordance with sub-sub-clause (a)(2) of this clause, the leave accrual period will be suspended in accordance with the requirements of clause (v) Suspension, of this section.

(viii) Salary Increments

The salary increments described in section 14 of this agreement shall apply to a RLS participant.

(ix) Superannuation

- (a) Employee superannuation contributions are to be made for the duration of the RLS agreement, based on the participant salary rate at the time of contribution.
- (b) It is the responsibility of the employee to obtain any personal superannuation advice, retirement benefits advice or other such advice prior to, or during, their participation in the RLS.

(x) Deductions

- (a) Compulsory deductions from pay will be made in the usual manner throughout the life of the RLS agreement ("Compulsory deductions" include garnishees, court orders, etc).
- (b) Voluntary deductions from pay made by the School at the request of the participant shall be made in the usual manner throughout the life of the RLS agreement ("Voluntary deductions" include life insurance, medical benefit premiums, etc).

(xi) Treatment of Accrued Benefits and/or Leave Period Contributions on Termination.

Where a participant's ceases to be employed by the employer during the course of an RLS agreement an amount equal to;

- (a) the accrued leave and other entitlements owing to the participant at the date of termination; plus
- (b) the salary and allowances set aside during the leave accrual period as payment toward the leave period; less
- (c) any monies relating to (b) already paid to the participant during the leave period; shall be paid to the participant (or the participant's estate).

(xii) Leave Period Treated as LWOP for Leave Accrual and Progression Purposes.

The leave period of an RLS agreement shall be treated as leave without pay for the calculation of employee entitlements and progression purposes.

(xiii) Leave Accrual Period Treated as Normal Employment for Leave Accrual & Progression Purposes.

The leave accrual period of an RLS agreement shall be treated as normal employment for the calculation of employee entitlements and progression purposes.

(xiv) Withdrawal from RLS Agreement by Mutual Consent.

With the exception of circumstances where sub-sub-clause (v)(c)3 applies, withdrawal from RLS agreement must be by mutual written agreement between the parties.

21 ABSORPTION OF AFPC ADJUSTMENTS

Provided that salaries do not fall below those specified in the NAPSA (refer clause 7) the Australian Fair Pay Commission adjustments granted during the life of the Agreement will be absorbed in the salary levels applicable under this Agreement.

If the Australian Fair Pay Commission adjustments can no longer be absorbed in the salary levels applicable under this Agreement, salaries will be adjusted accordingly.

22 NO FURTHER CLAIMS

The parties covered by this Agreement undertake that for the duration of the Agreement no further claims will be made on the School in respect of, wages or working conditions.

The School reserves the right to make additional payments to individuals where it deems appropriate.

23 LEAVE RESERVED

An ongoing review will be carried out throughout the life of the Agreement into aspects of the educational organisation to implement, where agreed, the best and most productive and efficient practices.

