



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Kingswood College Limited T/A Kingswood College
(AG2022/5347)

KINGSWOOD COLLEGE ENTERPRISE AGREEMENT 2022

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 9 JANUARY 2023

Application for approval of the Kingswood College Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Kingswood College Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Kingswood College Limited T/A Kingswood College. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[4] The Agreement is approved and in accordance with s.54, will operate from 16 January 2023. The nominal expiry date of the Agreement is 9 January 2026.



COMMISSIONER

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Kingswood College

Enterprise Agreement 2022

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Part 1 – Application and Operation

1. Title

This Agreement is to be known as the Kingswood College Enterprise Agreement 2022.

2. Commencement and Period of Operation

2.1 The Agreement comes into operation on the 7th day following approval by the FWC.

2.2 The nominal expiry date of the Agreement is 3 years from the date of approval of the Agreement.

3. Definitions and Interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor.
Agreement	means this Kingswood College Enterprise Agreement 2022.
General Staff	means an Employee other than a Teacher who is covered by this Agreement. General Staff are employed either as Professional Support Services Employees or as School Assistants.
Employee	means a person covered by this Agreement. A reference to Employee in Part 4 is a reference to a person who is employed as a Teacher by the Employer. A reference to Employee in Part 5 is a reference to a person who is employed as a General staff member by the Employer.
Employer	means Kingswood College Limited (ABN 63 006 186 812)
Five (5) year trained teacher	means a Teacher: <ul style="list-style-type: none">• who completed an undergraduate degree or a degree in education that requires four (4) years of full-time study at an Australian university, and a postgraduate degree requiring at least one (1) year of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or• who completed a degree in early childhood education that requires four (4) years of full-time study at an Australian university, and a postgraduate degree requiring at least one (1) year of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers

Four (4) year trained teacher	<p>means a Teacher:</p> <ul style="list-style-type: none"> • who has completed an undergraduate degree and a graduate diploma in education, which requires a total of four (4) years of full-time study at an Australian university; or • who has completed a degree in education that requires four (4) years of full-time study at an Australian university, or the equivalent, as determined by the Victorian Institute of Teaching; or • who has completed a degree in early childhood education that requires four (4) years of full-time study at an Australian university, or the equivalent, as determined by the relevant licensing and accreditation authority for early childhood teachers.
FWC	means Fair Work Commission or its successor
Immediate family	<p>means</p> <ul style="list-style-type: none"> • a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
College Executive	means the Principal, Deputy Principal, Director of Business, Head of Junior School, Head of Senior School, Head of Middle School, and Director of Community Engagement.
LSL Act	means the <i>Long Service Leave Act 2018 (Vic)</i> or its successor(s).
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia.
NES	means the National Employment Standards as contained in Part 2-2 of the Act.
Non-term weeks	means weeks, or part thereof, in the School year other than Term weeks and includes periods designated as School holidays for students. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government schools.
Principal	means Principal of Kingswood College or his or her nominee.
Professional Support Services Employee	means a General Staff member who is employed wholly or principally in clerical and/or administrative work, reporting, facilities maintenance, ICT, or support functions other than that of a School Assistant.

School Assistant	means a General Staff member employed in libraries, laboratories, as teacher aides, or as ELC assistants.
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach as a School, Kindergarten or Early Learning Centre teacher, granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called.
School year	means the period of 12 months commencing from the day the Employees are required to attend the School for the new educational year, as determined by the School, and includes Term weeks and non-term weeks.
Term weeks	means the weeks, or part thereof, in the School year that students are required to attend School and designated student free days as set out in the School calendar of the School.
Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic).
Workplace Injury Rehabilitation and Compensation	means the <i>Workplace Injury Rehabilitation and Compensation Act 2013</i> (Vic) or its successor.

4. Coverage

4.1 This Agreement covers:

- (a) the Employer;
- (b) Teachers;
- (c) General Staff; and
- (d) The Independent Education Union of Australia (IEU) will be covered by the Agreement upon notice under 183(1) of the Act.

4.2 This Agreement does not cover:

- (a) a Principal;
- (b) a Deputy Principal by whatever name called;
- (c) a Business Director, however named being the most senior administrative Employee employed with the delegated authority to act for the Employer;
- (d) Apprentices;
- (e) Casual Employees;

- (f) Trainees;
- (g) Employees on a supported wage system; or
- (h) Any member of the College Executive.

5. Relationship to Awards

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement including, but not limited to, the *Educational Services (Schools) General Staff Award 2020* and *Educational Services (Teachers) Award 2020*.

6. No Extra Claims

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

7. The National Employment Standards

- 7.1 The NES 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.
- 7.2 This Agreement provides enterprise specific provisions which deal with matters provided for in the NES.
- 7.3 *This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.*

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 (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading;
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in clause 8.1; and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

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

8.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and 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
 - (iii) 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 Definition of Consultation:

- (a) For the purpose of consultation under this clause, the following definition is adopted:

‘Consultation is not perfunctory advice on what is about to happen. This is a common misconception. Consultation is providing the individual, or other relevant persons with a bona fide opportunity to influence the decision maker...Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision-making process to be informed, particularly as it may affect the employment prospects of individuals’ (Smith, C. in CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257), paragraph 25

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

In this clause: relevant Employees means the Employees who may be affected by a change referred to in clause 9.1(a) or clause 9.2(b).

Consultation regarding major workplace change

9.3 For a major change referred to in clause 9.2:

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clause 9.4 to clause 9.10 apply.

9.4 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

9.5 The Employer must recognise a representative where:

- (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.

9.6 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.

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

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

- 9.9 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.3(a) and clause 9.4 and clause 9.6 are taken not to apply.
- 9.10 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.

Consultation about changes to regular roster or hours of work

- 9.11 For a change referred to in clause 9.2(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) clause 9.12 to clause 9.16 apply.
- 9.12 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 9.13 The Employer must recognise a representative where:
- (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.
- 9.14 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion, provide to the relevant Employees:
 - (i) 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).
- 9.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.16 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.
- 9.17 For the purposes of clause 9.12 to clause 9.16, the Employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a Term or Semester of a School year basis, and
 - (b) ordinarily changes between one (1) period of operation and the next, and
 - (c) may change during the period of operation,
- is not a regular roster.
- 9.18 However, where a change to the Employer's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee, or
 - (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - (c) to the days over which the Employee is required to work, clause 9.12 to clause 9.16 will apply.

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 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.
- 10.3 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 10.4 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.
- 10.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

10.6 The FWC may deal with the dispute in two (2) stages:

- (a) the FWC will first attempt to resolve the dispute using one (1) or 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 arbitrate the dispute and make a determination that is binding on the parties.

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

10.7 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;
 - (ii) the *Occupational Health and Safety Act 2004 (Vic)* would not permit the work to be performed;
 - (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.

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

Part 3 - Conditions for All Employees

11. Salary Packaging

11.1 Upon receiving a written election for a salary 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.

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

12. Minimum Employment Period

12.1 An Employee's continuing employment is contingent upon the satisfactory completion of a minimum employment period of six (6) calendar months.

12.2 If the Employer is to terminate the employment of an Employee during the first six (6) 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 or clause 26 - Performance and Conduct Management.

13. Annual Leave

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

13.2 Clause 43 provides further details on conditions relating to annual leave entitlements for Teachers.

13.3 Clause 49 provides further details on conditions relating to annual leave entitlements for General Staff.

13.4 Timing of annual leave

- (a) The Employer may require General Staff members to take their annual leave during non-term weeks.

14. Personal/Carer's Leave

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

14.2 An Employee is entitled to 15 days paid personal/carer's leave entitlement, which includes both sick and carer's leave.

14.3 Personal/carer's leave accrues on a pro-rata basis, is cumulative and is not paid out on termination of employment.

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

14.5 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.

14.6 Where a full-time Teacher or General Staff member requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:

- (a) six (6) days during the first Term of employment, and a further three (3) days during each of the next three (3) Terms, if in the first year of employment with the Employer, or
- (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,

provided that:

- (c) the notice and evidentiary requirements are met, and
- (d) any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment, to the extent permitted by law.

- 14.7 An Employee who is eligible to take personal/carer's leave but has no remaining entitlement may request leave without pay or an advance of their future accrual. In addition to the entitlement set out in clause 14.6, an Employee who has met the notice and evidentiary requirements to take personal/carer's leave but has no remaining entitlement may request leave without pay, or an advance of their future entitlement. Such a request will be at the discretion of the Principal, given regard to any relevant legislation.
- 14.8 Any paid leave provided in advance of accrual at the time of termination of employment is deducted from the Employee's final payment.
- 14.9 Where the Employee has exhausted the paid personal/carer's leave entitlement, the Employee may take up to two (2) days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.
- 14.10 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 the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer:
 - (i) for any absence of more than two (2) consecutive days;
 - (ii) 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 which would not otherwise require the provision of evidence; or
 - (iii) where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five (5) days in the one (1) School year.

15. Compassionate Leave

- 15.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 15.2 An Employee may take up to three (3) days paid compassionate leave per occasion when:
- (a) a member of the Employee's Immediate Family or household:
 - (i) dies; or
 - (ii) contracts or develops a personal injury or illness that poses a serious threat to life; or
 - (b) a child is stillborn (as defined in the Act), where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or

- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage (as defined in the Act).

15.3 However, clause 15.2(c) does not apply:

- (a) if the miscarriage results in a stillborn child; or
- (b) to a former spouse, or former de facto partner of the Employee.

15.4 Compassionate leave may be taken in a single unbroken period, in separate periods of one (1) day each, or as agreed by the Employer and the Employee.

15.5 The Employee is entitled to payment for compassionate leave only if the Employee provides the Employer evidence that would satisfy a reasonable person that leave was taken for the reasons set out in clause 15.2.

16. Infectious Diseases Leave

16.1 An Employee who is suffering from one (1) of the following infectious diseases will be granted paid leave provided the Employer is satisfied on medical advice that the Employee has contracted one (1) of the following diseases through a contact at the School and the disease is evident in the School:

- (a) German measles;
- (b) chickenpox;
- (c) measles;
- (d) mumps;
- (e) scarlet fever;
- (f) whooping cough;
- (g) rheumatic fever, or
- (h) hepatitis.

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

17. Examination Leave

17.1 This clause does not apply to fixed-term Employees unless otherwise agreed by the Employer.

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

18. Community Service Leave

18.1 Community service leave is provided for in the NES

18.2 Jury service leave

- (a) Employees required to serve as jurors are entitled to leave at their ordinary rate of pay for the duration of the period of their required attendance for jury service. The School will continue to pay the Employee through the normal salary system.
- (b) Before jury service leave is granted, the Employee is required to provide proof of the requirement to attend for jury service and any estimates of the duration of the absence from duty.
- (c) The Employee must pay to the Employer the full amount received from the court for jury service. The Employee must pay the Employer this money as soon as practicable and must, if requested, provide evidence to the Employer as to the amount of any payments made to them by the court.

18.3 Voluntary Emergency Service leave

- (a) If an Employee engages in a voluntary emergency management activity as defined by the Act, the Employee will be entitled to take a period of unpaid community service leave equal to:
 - (i) the time during which the Employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity; and
 - (iii) reasonable rest time immediately following the activity
 provided that the Employee's absence is reasonable in all the circumstances.
- (b) Approval of leave under this clause is subject to the Employee providing the Employer with:
 - (i) notice of their absence, advising of the expected period of the absence, either before the commencement of the activity or as soon as practicable following commencement of the activity; and
 - (ii) reasonable evidence that the Employee is absent from work because the Employee has been or will be engaging in a voluntary emergency management activity.
- (c) An Employee shall be entitled to payment for voluntary emergency service leave if the Employee volunteered for the SES, CFA, or St John Ambulance Australia, provided that the Employee provides the Employer evidence that would satisfy a reasonable person that this was the case.

19. Home/property Leave

19.1 An Employee shall be entitled to paid home/property leave as follows:

- (a) one (1) day each School Year for the purpose of moving home; and
- (b) two (2) days each School Year for the purpose of protecting their home and/or property from a natural disaster.

19.2 Home leave is not cumulative from year to year and is not paid out upon termination of employment.

19.3 To be eligible for payment under this clause:

- (a) an Employee must provide the Employer evidence that would satisfy a reasonable person that they are taking leave for the reasons set out in clause 19.1; and
- (b) in the case of taking leave for the purpose of moving home, at least seven (7) days' notice is given by the Employee to the Employer.

20. Sabbatical Leave

20.1 The Employer may grant a permanent Employee sabbatical leave on 80% of salary subject to:

- (a) the Employee agreeing to have their annual salary reduced by 20% for a period of four (4) years before the sabbatical year, and
- (b) the Employee entering into an agreement with the Employer covering the terms and conditions of the sabbatical leave.

20.2 Sabbatical leave shall be taken immediately following the completion of the relevant work period during which salary was reduced under clause 20.1.

21. Graduation Leave

21.1 This clause does not apply to fixed-term Employees, unless otherwise agreed by the Employer.

21.2 An Employee is entitled to one (1) day of paid leave each year for the purposes of having a degree/diploma or other qualification conferred in an approved relevant course of study.

21.3 Graduation leave is not cumulative from year to year and is not paid out upon termination of employment.

22. Public Holidays

22.1 For the purposes of this Agreement, public holidays are:

- (a) 1 January (New Years' Day);
- (b) 26 January (Australia Day);
- (c) Labour Day;
- (d) Good Friday;
- (e) Easter Monday;
- (f) 25 April (ANZAC Day);
- (g) King's Birthday;
- (h) Melbourne Cup Day;
- (i) 25 December (Christmas Day);
- (j) 26 December (Boxing Day);
- (k) the Monday before Melbourne Cup Day; and

- (l) any other day, or part-day, declared or prescribed by or under a law of Victoria to be observed generally within Victoria as a public holiday.
- 22.2 If, under (or in accordance with a procedure under) a law of Victoria, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.
- 22.3 Substitution of public holidays
- By agreement between the Employer and an Employee:
- (a) an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES;
 - (b) the agreement will be recorded in writing and made available to the Employee; and
 - (c) where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.
- 22.4 An Employee may not take any period of paid leave under this Agreement on a public holiday.
- 23. Long Service Leave**
- 23.1 Employees are entitled to long service leave in accordance with the provisions of the NES or the *Long Service Leave Act 2018 (Vic)* as amended from time to time, except for the following terms which are more beneficial:
- (a) long service leave shall be accrued at the rate of 1.3 weeks for each year of completed service;
 - (b) an Employee's accrued long service leave shall not be reduced if the Employee takes a period of paid personal/carer's leave during any period of long service leave, provided that the notice and evidentiary requirements in clause 14.10 are satisfied;
 - (c) The taking of leave will be at a time mutually agreed between the School and the Employee;
- 23.2 Part-time Employees shall be entitled to long service leave at a proportionate rate, unless an Employee's employment was subject to a pre-reform award that allowed for a more generous rate, or the employment was not subjected to any pre-reform award and therefore a more generous rate may have applied pursuant to the *Long Service Act*.
- 23.3 An Employee may request to take long service leave, and the Employer may agree or refuse such a request, having regard to:
- (a) whether the Employee provided reasonable notice before the proposed leave period;
 - (b) if the proposed leave period will be on either side of a Term break; and
 - (c) whether replacement staff can be found prior to the proposed leave period.

24. Parental Leave

24.1 Parental leave is in accordance with the NES (Division 5 of part 2-2 of the Act) except where more favourable terms are provided in this Agreement.

24.2 Eligibility

- (a) To be entitled to parental leave, an Employee must have completed at least 12 months continuous service for the Employer immediately before the expected date of birth or placement of the child.
- (b) Parental leave is available to both Employees who are part of an 'Employee couple' (i.e. where both parents are employed, not necessarily by the same Employer).

24.3 Entitlement

An eligible Employee who has or will have responsibility for the care of the child, is entitled to a maximum of 12 months' unpaid parental leave associated with:

- (a) the birth of a child of the Employee or the Employee's spouse or de facto partner (including former spouse or de facto partner); or
- (b) the placement of a child under 16 years of age with the Employee for adoption.

24.4 Rules for taking parental leave

- (a) Where only one (1) Employee (or only one (1) member of an Employee couple) takes parental leave:
 - (i) parental leave must be taken in a single continuous period (paid leave such as annual leave may be taken at the same time and will reduce the overall entitlement of parental leave);
 - (ii) parental leave starts at the birth or placement of the child or in the case of a pregnant Employee, up to six (6) weeks before the expected date of birth;
 - (iii) parental leave may start at any time within 12 months after the birth or placement of the child if:
 - (A) the Employee has a spouse or de facto partner who is not an Employee; and
 - (B) the spouse or de facto partner has responsibility for the care of the child.
- (b) Where both members of an 'Employee couple' take leave:
 - (i) both Employees may at the same time each take up to eight (8) weeks parental leave ('concurrent leave') (reducing their overall entitlement), one (1) week of which is paid by the Employer at their ordinary rate of pay and the remaining seven (7) weeks unpaid;
 - (ii) remaining leave must be taken separately in a single continuous period (paid leave such as annual leave may be taken at the same time);

- (iii) if the Employee who takes leave first is pregnant or gives birth, they may start their leave up to six (6) weeks before the expected date of birth;
 - (iv) if the Employee who takes leave first is not pregnant, they must start their parental leave on the date of birth or placement of a child;
 - (v) the second Employee must start their leave immediately after the first Employee's leave finishes.
- (c) After any period of continuous parental leave, Employees may take up to 30 days of their entitlement to 12 months unpaid parental leave flexibly in accordance with the NES.

24.5 Parental leave to coincide with School Terms

Where possible, parental leave should commence on the first day of the next School Term and conclude on the day preceding the first day of a School Term. In order to facilitate this, the Employer, where necessary, will extend the period of unpaid parental leave beyond the maximum entitlement should an Employee agree to return from parental leave on the commencement of the School Term immediately following the taking of parental leave.

24.6 Paid parental leave

(a) Primary Carer

- (i) where an Employee is granted parental leave, the Employee is entitled to eighteen (18) weeks' paid leave at their ordinary rate of pay;
- (ii) if the Employee's parental leave is less than eighteen (18) weeks, the Employee's entitlement to paid parental leave will be reduced to the period of parental leave taken;
- (iii) paid parental leave cannot be taken concurrently with other paid leave;
- (iv) any entitlement to a subsequent period of paid parental leave will be subject to the completion of a further period of 12 months of continuous paid service.

(b) Non-Primary Carer

- (i) An Employee who has completed at least 12 month's continuous service with the Employer as at the date of the birth or placement of the child and takes parental leave of at least two (2) weeks' within six (6) weeks of the birth or placement of the child will be entitled to two (2) weeks' paid leave at their ordinary rate of pay.

24.7 Extending unpaid parental leave

- (a) An Employee taking 12 months parental leave can request to extend their parental leave by a further 24 months, reduced by the amount of any leave taken by their partner employed by Kingswood College.
- (b) An Employee requesting to extend their leave beyond 12 months but less than 24 months must request the extension in writing at least four (4) weeks but preferably at least one (1) School Term before the end of the

initial period of leave. The Employer must respond in writing within 21 days stating whether they grant or refuse the request. The Employer may refuse the request only on reasonable business grounds and must include the reasons for the refusal in the written response.

- (c) An Employee requesting to extend their leave beyond 24 months and up to 36 months must request the extension in writing at least one (1) School Term before their second period of leave is to expire, but preferably earlier. Notwithstanding clause 24.5, a request for leave beyond 24 months must result in an Employee returning to work at the start of a Semester.

24.8 Pre-adoption leave

An Employee who is adopting a child can take up to two (2) days of paid pre-adoption leave for necessary adoption interviews or examinations (unless they are required to take other leave they have available). The Employee must give notice of their intention to take unpaid pre-adoption leave and, if required, provide reasonable evidence of the purpose of the leave.

24.9 Notice and evidence

- (a) Before taking parental leave, Employees must:
 - (i) inform the Employer of their intention to take unpaid parental leave by giving at least 10 weeks written notice (unless it is not possible to do so);
 - (ii) specify the intended start and end dates of the leave;
 - (iii) at least four (4) weeks before the intended start date:
 - (A) confirm the intended start and end dates; or
 - (B) advise the Employer of any changes to the intended start and end dates (unless it is not possible to do so).

The Employer may require evidence of the actual or expected date of birth of a child (e.g. a medical certificate), or the day or expected day of placement of a child under 16.

24.10 Return to work guarantee

- (a) When an Employee wishes to return to work after parental leave:
 - (i) the Employee is entitled to return to the same position they held before taking parental leave; and
 - (ii) if the pre-parental leave position no longer exists, the Employee is entitled to return to an available position for which he or she is qualified and suited that is nearest in status and pay to the pre-parental leave position.
- (b) While the Employee is on parental leave, the Employer must keep the Employee informed of decisions that affect the status, pay or location of the Employee's position.

24.11 Special maternity leave

- (a) An Employee can take 'special' maternity leave if she has:

- (i) a pregnancy-related illness, or
 - (ii) been pregnant, the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living child and the child is not stillborn, or
 - (iii) at the Principal's discretion.
- (b) The Employee must:
- (i) give notice that she is taking unpaid special maternity leave (which may be given after the leave has started);
 - (ii) advise the Employer of the period of leave (or expected period of leave); and
 - (iii) if required by the Employer, give reasonable evidence of the reason for the leave, which the Employer may require to be a medical certificate.

24.12 Communication during parental leave

- (a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 24.12(b) of this Agreement.

24.13 Superannuation

- (a) The Employer will pay the Employee superannuation contributions made in accordance with the clause in respect of the period of the Employee's parental leave for which they are the primary caregiver which occurs on or after the commencement of this Agreement.
- (b) The quantum of superannuation contributions payable under this clause will be calculated based on:
 - (i) the number of weeks of the Employee's:
 - (A) paid parental leave for which they are the primary caregiver, capped at 18 weeks;

- (B) unpaid parental leave for which they are the primary caregiver, capped at four (4) weeks;
 - (ii) the Employee's normal rate of pay for their pre-parental leave position; and
 - (iii) the applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) at the time the payment is made.
- (c) The Employer will pay the superannuation contributions monthly.

25. Family and Domestic Violence Leave

25.1 General Principle

This Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

Family and Domestic Violence Leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.

25.2 Definition of Family Violence

The Employer accepts the definition of family violence as stipulated in the *Family Violence Protection Act 2008* (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

25.3 General Measures

- (a) Evidence that would satisfy a reasonable person of the need to take Family and Domestic Violence Leave will be required and can be in the form of an agreed document issued by the police service, a court, a doctor, district nurse, maternal and health care nurse, a family violence support service or lawyer. A signed Statutory Declaration can also be offered as proof.
- (b) All personal information concerning family violence will be kept confidential in line with Employer Policy and relevant legislation, unless the Principal deems disclosure to be necessary for operational reasons.
- (c) The Employer will identify contact/s within the School who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management. The Employer will advertise the name of the contact within the School.

25.4 Leave

- (a) A full-time Employee experiencing family violence will have access to ten (10) days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day (half day, or quarter day) and may be granted without prior approval, subject to the subsequent provision of documents as required in clause 25.3(a). The Employee must notify the Employer as soon as possible of their need to access leave.
- (b) Leave will not be cumulative.

- (c) An Employee who supports a person experiencing family violence may take personal/carer's leave to accompany them to court, to hospital, or to mind children. Where such instances are not strictly covered by the personal/carer's leave entitlement in the National Employment Standards, a maximum of five (5) days of personal/carer's leave per year may be taken subject to the provision of documentation as required by clause 25.3(a).

25.5 Individual Support

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will consider any reasonable request from an Employee experiencing family violence for:
 - (i) changes to their span of hours or pattern of hours and/or shift patterns;
 - (ii) job redesign or change to duties;
 - (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An Employee experiencing family violence will have access to an Employee Assistance Program (EAP) and/or other local resources.

26. Performance and Conduct Management

26.1 Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

- (a) where an Employee's employment is terminated during the minimum employment period as defined in clause 12;
- (b) in the case of serious misconduct or
- (c) as provided by clause 26.2(d).

26.2 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 this clause.

- (a) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - (i) the Employer's concern(s) with the Employee's performance;
 - (ii) the time, date and place of the first formal meeting to discuss the Employee 's performance;

- (iii) 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; and
 - (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (b) Formal performance management meetings will:
- (v) include discussion of the Employer's concern(s) with the Employee's performance;
 - (vi) give the Employee an opportunity to respond to the Employer's concern(s);
 - (vii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (viii) include documentation, where appropriate; and
 - (ix) set periods of review, as appropriate.
- (c) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required minimum period of notice or payment in lieu of notice.
- (d) The provisions of this clause (clause 26 – Performance and Conduct Management) do not apply where an Employee has been the subject of three (3) rounds of performance management during their employment. In such cases, the Employer may issue the Employee with a letter detailing its concerns with the Employee's performance and offering the Employee an opportunity to respond with just cause as to why the Employee's employment should not be terminated. The Employee will be afforded due process.

26.3 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 this clause.

- (a) The Employer will advise the Employee in writing of:
- (i) the Employer's concern(s) with the Employee's conduct;
 - (ii) the time, date and place of the meeting to discuss the Employee's conduct;
 - (iii) 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;
 - (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (b) The formal conduct management meeting(s) will:
- (i) include discussion of the Employer's concern(s) with the Employee's conduct;

- (ii) give the Employee an opportunity to respond to the Employer's concern(s).
- (c) Concern(s) with the Employee's conduct may be resolved by:
 - (i) 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;
 - (ii) issuing the Employee with a warning or a final warning in writing;
 - (iii) terminating the employment of the Employee in accordance with the relevant minimum notice provision; or
 - (iv) other action, appropriate to the situation.

27. Redundancy

27.1 The following redundancy pay scales will apply instead of the provisions in the NES:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 Weeks
2 years and less than 3 years	6 Weeks
3 years and less than 4 years	8 Weeks
4 years and less than 5 years	10 Weeks
5 years and less than 6 years	12 Weeks

Plus an additional two (2) weeks pay for each year of service up to a maximum of 24 weeks.

27.2 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 the NES 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.

27.3 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the NES 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.

27.4 Job search entitlement

An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of pay during each week of NES notice for the purpose of seeking other employment.

At the request of the Employer, the Employee must produce proof of attendance at an interview.

This entitlement applies instead of clause 45.4 and clause 52.4.

27.5 Reduction in Hours for Part-time Teachers

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

28. Payment of Wages

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

29. Superannuation

29.1 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, the Employer shall make contributions into the NGS Super Fund on the Employee's behalf.

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

29.2 Employer contributions

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

29.3 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 clause 29.2.

(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 (3) months' written notice to the Employer.

(c) The Employer must pay the amount authorised under clauses 29.3(a) or 29.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 29.3(a) or 29.3(b) was made.

29.4 Superannuation fund

The Employer will make an Employer superannuation contribution in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating Employer. Should the Employee not nominate a complying superannuation fund for this purpose, a request for stapled super fund

details will be made to the Australian Taxation Office (ATO). If the Employer is advised by the ATO that the Employee does not have a stapled super fund, the Employer's default superannuation fund, NGS Super Fund or its successor applies and the contribution will be made to this fund.

30. Accident Compensation and Accident Make Up Pay

- 30.1 Subject to clause 30.2, where an Employee becomes entitled to compensation payment under the *Workplace Injury Rehabilitation and Compensation 2013 (Vic)* (WIR&C Act), the Employer will be liable to pay the Employee accident make-up pay being an amount equivalent to the difference between:
- (a) the amount of compensation payable under the WIR&C Act and, in respect of an Employee who is partially incapacitated, any wages earned by that Employee; and
 - (b) the amount that would have been payable under the Agreement (including the Employee's entitlement to Employer contributions to Superannuation) if the Employee had been performing his or her normal duties.
- 30.2 Accident make-up pay will be paid for a maximum of 39 weeks, inclusive of non-term weeks, in respect of the same injury.
- 30.3 Accident make-up pay will not be payable if the Employee is on any other form of paid leave.
- 30.4 If an Employee is absent from work because of any illness or injury, for which the Employee is receiving compensation payments pursuant to the *WIR&C Act*, then the Employee does not accrue any of the following entitlements under the Agreement or under the Act (where relevant) for the duration of any such absence:
- (a) paid personal/carer's leave.
- 30.5 An Employee will cease to be entitled to accident make-up pay on the date upon which any of the following occur:
- (a) the Employee ceases to have an entitlement to receive weekly payments under the WIR&C Act;
 - (b) the Employee's employment is lawfully terminated by the Employer for any reason;
 - (c) the Employee resigns; or
 - (d) the Employee dies.

31. WHS Representatives.

- 31.1 An Employee who is elected as the Employee Workplace Health and Safety Representative (WHS Rep) shall, where appropriate, be released from their normal duties in order to carry out his or her duty as an Employee WHS Rep in accordance with the *Occupational Health and Safety Act 2004 (Vic)*.
- 31.2 WHS Reps are provided up to 2 days' annual paid time each year (not cumulative from year to year) to attend an OHS training course provided that:
- (a) at least 14 days' notice is given to the Employer; and
 - (b) the course is relevant to the role of the WHS Rep; and

- (c) attendance is approved by the Employer having regard to staffing needs during the training day(s).

32. Union Training Leave and Union Workplace Rights

- 32.1 The elected IEU Representative shall be entitled to two (2) days of paid leave per year to attend IEU training.
- 32.2 The granting of leave pursuant to this clause is subject to the operation of the School not being unduly inconvenienced.
- 32.3 The Employer shall not be liable for any expenses associated with an Employee attending IEU Training.

33. Professional Development

- 33.1 All new Employees shall receive initial induction through the Employer's induction program, which provides Employees:
 - (a) access to the policies and procedures of the Employer;
 - (b) access to a mentor;
 - (c) ICT training; and
 - (d) any other relevant induction materials.
- 33.2 Teachers who are involved in any University student teacher programs shall receive any payments received by the Employer.
- 33.3 Employees shall receive paid training time to complete training approved and deemed by the Employer to be relevant to the Employee's duties. The Employer may, at its discretion, offer to reimburse an Employee for the cost of training courses.
- 33.4 In addition to the payment for Examination Leave, the Employer may reimburse the Employee in respect of the costs associated with enrolment in a relevant course of study for up to 50% of the course fee or \$500 per Semester, whichever is less, once evidence is tendered which demonstrates successful completion of the study.

34. Equipment and Protective Clothing

The Employer shall be responsible for the provision and costs associated with all equipment and special clothing required for Employees to perform their duties.

35. Tuition Fee Discount

- 35.1 This clause does not apply to fixed-term Employees.
- 35.2 Employees who enrol their children or dependents at Kingswood College shall be entitled to the following discounts on annual tuition fees:
 - (a) full-time Employees receive 50% discount on tuition fees; and
 - (b) part-time Employees receive a pro-rata discount based on their ordinary hours of work.

- 35.3 If an Employee accepts the offer of a tuition fee discount for a child, then that child becomes ineligible for the award of a scholarship with tuition fee reduction or a sibling allowance.
- 35.4 The discount continues to apply if the staff member is on paid leave or unpaid parental leave. For any other form of unpaid leave, the continuation of the discount is at the Principal's discretion.
- 35.5 The offer of a tuition fee discount is made on the condition that the Employee pays the remaining 50% of tuition fees and 100% of charges by salary arrangement, with the fees and charges payable in full by 31 December of each year.
- 35.6 Where the School employs both parents, their child or children shall attract only one (1) staff discount amount per child.

36. Continuous Service

- 36.1 The following periods will be counted as continuous service for the purposes of future leave accrual:
- (a) annual leave;
 - (b) personal/carer's leave;
 - (c) paid parental leave;
 - (d) infectious diseases leave;
 - (e) examination leave;
 - (f) home/property leave;
 - (g) compassionate leave;
 - (h) leave without pay during non-term weeks;
 - (i) graduation leave;
 - (j) community service leave;
 - (k) long service leave; and
 - (l) family and domestic violence leave.
- 36.2 The following periods will not break continuous service, but will not be counted as continuous service for the purposes of future leave accrual:
- (a) other unpaid leave;
 - (b) unpaid parental leave, except where this is counted as continuous service under the Long Service Leave Act 2018 (Vic); and
 - (c) sabbatical leave.

37. Workload

The Employer shall provide all Employees with a fair, reasonable and equitable workload through discussion with Employees.

Part 4 - Conditions for Teachers

38. Types of Employment

38.1 Teachers will be employed in one (1) of the following categories:

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

38.2 Teachers may be employed:

- (a) on an ongoing basis, which will be communicated in writing and may be terminated by either the Employee or the Employer by giving notice as provided in this Agreement; or
- (b) for such fixed-term as to meet the requirements of the Employer, which will be communicated in writing and such employment will be terminated:
 - (i) at the expiration of the fixed-term; or
 - (ii) by either the Employee or the Employer by giving notice as provided in this Agreement.

38.3 Terms of engagement

- (a) On appointment, the Employer will provide the Teacher with a letter of appointment
 - (i) stating the classification and rate of salary applicable on commencement; and
 - (ii) a reference and link to this agreement
- (b) For a part-time Teacher, the letter of appointment will include the Teacher's teaching load expressed as a percentage of a full-time load in the School and that their extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time Teacher.
- (c) Where the Employer engages the Teacher on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

38.4 Full-time Teacher

- (a) The ordinary hours of work for a full-time Teacher will be in accordance with the NES and averaged over a period of 12 months. The averaging period will be the School year, except that where this Agreement comes into effect from a date other than the first day of the School year, the first period of averaging will be for the remainder of that School year.
- (b) Where a Teacher is employed for only a part of a School year, averaging will be over the period of employment in that School year.
- (c) In addition, a full-time Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

38.5 Part-time Teacher

- (a) A part-time Teacher is entitled to the benefits under this Agreement on a pro-rata basis. The pro-rata basis will be calculated by dividing the number of face-to-face teaching hours prescribed for the part-time Teacher from time to time by the usual number of face-to-face teaching hours prescribed for a full-time Teacher in the School.
- (b) An Employer cannot vary a part-time Employee's teaching load or days of attendance unless:
 - (i) the Employee consents; or
 - (ii) where such a variation is required as a result of a change in funding, enrolment or curriculum, the Employer provides seven (7) weeks' notice in writing in the case of a School Teacher, or where the change would result in a reduction in salary, the salary of the Teacher is maintained for a period of seven (7) weeks in the case of a School Teacher.
- (c) Part-time Teachers may be required to attend professional learning days. Where these days are other than their usual days of attendance, they will be paid for these days.
- (d) A part-time Teacher will undertake a proportionate number of duties normally expected of a full-time Teacher based on the Teacher's FTE.
- (e) The classes will be established by agreement between the Principal (or her/his delegate) and the Teacher, but in general
 - (i) an Employee working 0.7 FTE or greater may be assigned classes on five (5) days per week;
 - (ii) every attempt will be made to retain two (2) or more half days free of scheduled duties;
 - (iii) An Employee working 0.4-0.69 FTE may be assigned classes on up to four (4) days per week with one (1) day free of scheduled classes;
 - (iv) an Employee working less than 0.4 FTE may be assigned classes up to three (3) days per week;
 - (v) and to the extent possible, the timetable will give priority to ensure the allocation is arranged to minimise the spread of scheduled classes.
- (f) The Employee will not unreasonably withhold agreement about the spread of duties.
- (g) Part-time Teachers will attend the following days and events, without additional payments or any other consideration by the Employer
 - (i) the days they are scheduled to work.
 - (ii) all meetings on days they usually work.
 - (iii) Open Evening; and
 - (iv) Celebration Night;

- (v) co-curricular activities in which they are involved, unless other arrangements have been made and their Head of School is aware.

38.6 Fixed-term employment

- (a) A Teacher may be employed for a fixed period of time up to 12 months to:
 - (i) undertake a specified project for which funding has been made available;
 - (ii) undertake a specified task which has a limited period of operation; or
 - (iii) replace a Teacher who is on leave, performing other duties temporarily or whose employment has terminated after the commencement of the School year. Provided that where the replacement arrangement extends beyond 12 months, the fixed-term employment may be extended by a further period to cover the absence.
- (b) A fixed-term Teacher is not entitled to the following benefits under this Agreement:
 - (i) salary packaging (clause 11);
 - (ii) examination leave or study reimbursement (clause 17);
 - (iii) sabbatical leave (clause 20);
 - (iv) graduation leave (clause 21);
 - (v) payment for parental leave (clause 24.6), unless the fixed-term period has exceeded three (3) years' continuous service; and
 - (vi) tuition fee discount (clause 35).

39. Duties and Allocations of Teachers

39.1 The ordinary duties of a Teacher include:

- (a) face-to-face teaching with associated preparation;
- (b) marking and reporting;
- (c) care of students;
- (d) attendance at assemblies;
- (e) supervisory duties;
- (f) involvement in co-curricular activities;
- (g) involvement in outdoor education programs by agreement with the Principal;
- (h) participation in staff professional development;
- (i) scheduled meetings; and
- (j) attendance at Celebration Night, Open Evening and Parent Teacher Interviews.

Other than the Camp Allowance, the completion of these ordinary duties does not attract any additional payment or time in lieu. The duties and workload of a Teacher will vary in line with the needs of students and the operational requirements of the School.

- 39.2 The School's expectations of Teachers will include, but not be limited to:
- (a) undertaking direct teaching of groups of students and individual students as determined by the School;
 - (b) participation in the pastoral care program as determined by the School;
 - (c) participation and assistance in the preparation and supervision of School activities;
 - (d) undertaking School related activities such as Parent/Student/Teacher meetings, staff meetings, co-curricular and sporting programs/events, camps, excursions, Open Days and Celebration Night;
 - (e) contribution to the development, implementation and evaluation of a curriculum area or other curriculum programs within the School;
 - (f) participation in professional learning & development activities; and
 - (g) participation in some School decision-making processes.
- 39.3 Such participation and assistance is to be on a pro-rata basis for part-time Employees.

40. Ordinary Hours of Work

- 40.1 This clause provides for enterprise specific detail and supplements the NES that deals with maximum weekly hours.
- 40.2 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher may be averaged over a 12 month period.
- 40.3 Open Evening and Celebration Night are ordinary days of work and no time off or overtime is payable.
- 40.4 The ordinary full-time face-to-face classroom Teachers' hours for each section of the School are deemed to be 18.5 hours of class time per week plus assembly for secondary, 21 hours of class time per week including assembly for primary, and 24.5 hours per week for Early Learning Centre.
- 40.5 Scheduled class time shall include but not be limited to all activities or lessons allocated to a Teacher during normal class time whether that activity or lesson consists of a single student or group of students. This also includes Pastoral Care.
- 40.6 Generally, the Employer will provide written notice of the Term weeks and days in non-term times on which the Teachers are required to attend.
- 40.7 The annual salary and any applicable allowances payable are paid in full satisfaction of a Teacher's entitlements for the School year or a proportion of the School year. The Teacher's absence from School during non-term weeks is deemed to include their entitlement to annual leave.
- 40.8 For Secondary Teachers, there shall be a limit of one (1) extra class to cover per week, over and above a full allotment, up to a limit of seven (7) per Term.

41. Non-Term Breaks and Annual Leave

- 41.1 During the non-term breaks, Teachers are relieved of the obligation to attend the School without any loss of pay but may be required to perform such professional duties as are reasonably necessary to enable the proper performance of the Teacher's role.
- 41.2 The Teacher's role is defined by the Employer. Non-term breaks are deemed to include the entitlement to annual leave as stipulated by the NES.
- 41.3 Term breaks are not a period of authorised leave for the purposes of the *Act*.

42. Breaks

A Teacher will be entitled to an unpaid meal break of 30 consecutive minutes no later than five (5) hours after commencing work.

43. Annual Leave

- 43.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 43.2 Timing of annual leave
 - (a) A Teacher must take annual leave during non-term weeks. Leave must generally be taken, in the four (4) week period immediately following the final Term week of the current School year, unless otherwise agreed between the parties.
- 43.3 Crediting of Annual Leave

The Employer may allow a Teacher to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the Teacher subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Teacher upon termination of employment to the extent permitted by law.
- 43.4 Timing of Annual Leave
 - (a) A Teacher must take annual leave during non-term weeks. Leave must generally be taken in the four (4) week period immediately following the final Term week of the current School or preschool year, unless otherwise agreed with the Employer.
 - (b) Pro-rata payment of salary inclusive of annual leave
- 43.5 This clause provides enterprise specific detail and incorporates the NES entitlement with respect to annual leave.
- 43.6 The provisions of this clause will apply:
 - (a) in the calculation of payment in regard to pro-rata salary where a Teacher's employment ceases; or
 - (b) in the calculation of payment in regard to pro-rata salary if:
 - (i) a Teacher commenced employment after the School service date;

- (ii) a Teacher has taken leave without pay of more than two (2) Term weeks since the School service date; or
- (iii) the hours which a Teacher has worked at the School have varied since the School service date.

43.7 Termination of employment

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

43.8 Teachers who commence employment after the commencement of the School year

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

43.9 Teachers who take approved leave without pay

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

- (a) if the leave without pay commences and concludes in the same School year, the payment will be calculated and made at the conclusion of the last School Term or final Semester in that year; and
- (b) if the leave without pay is to conclude in a School year following the School year in which the leave commenced:
 - (i) at the commencement of the leave, a payment will be calculated and made in respect of the School year in which the leave commences; or
 - (ii) at the end of the last School Term or final Semester in that year in which the leave concludes, a payment will be calculated and made in respect of that School year.
- (c) If the Teacher returns early from leave any payment under this clause will be taken into account in calculating the amount owed to the Teacher at the end of the School year.

43.10 Calculation of payments

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

where

P is the payment due

s is the total salary paid in respect of Term weeks worked, or part thereof, since the School service date or the date of employment in circumstances where the Teacher has been employed by the Employer since the School service date.

- b is the number of Term weeks, or part thereof in the School year
- c is the number of non-term weeks, or part thereof, in the School year
- d is the salary paid in respect of non-term weeks (or part thereof) in the School year that have occurred since the School service date or date of employment in circumstances where the Teacher commenced employment after the School service date.

43.11 For the purpose of this clause:

- (a) School service date means the date from which Teachers are paid at the commencement of the School year in their first year of service with the Employer; and
- (b) any period of paid birth related or adoption related leave is not included in the calculation of 's' or 'd' in this formula.

43.12 The formula in clause 43.10 is intended to be used to calculate the pro-rata salary inclusive of annual leave owing to a Teacher in respect of the School in which the formula is applied.

44. Annual Leave Loading

44.1 This clause provides for enterprise specific detail and supplements the NES that deals with annual leave.

44.2 A Teacher who has served throughout the School year is entitled to a leave loading of 17.5% on four (4) weeks' annual leave. The loading will normally be paid

- (a) at the time that the Teacher is paid annual leave or pro-rata annual leave; or
- (b) on the termination of employment by either party.

44.3 Leave loading is to be calculated using the following formula:

$$\frac{(\text{Weekly salary} \times 4 \times 17.5\%) \times \text{Term weeks worked by the Teacher in that School year}}{\text{Total Term weeks in that School year}}$$

45. Termination of Employment

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

45.2 Notice of termination by Employer

The employment of a Teacher (including during the first six (6) months of employment) will not be terminated without at least seven (7) Term weeks' notice (inclusive of the notice required under the NES), the payment of seven (7) weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals seven (7) Term weeks.

45.3 Notice of termination by Teacher

The notice of termination required to be given by a Teacher is the same as that required of an Employer. 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.

45.4 Job search entitlement

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one (1) 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.

45.5 Statement of service

Upon the termination of employment of an Employee, the Employer will provide upon the request of the Employee, a statement of service setting out the commencement and cessation dates of employment.

Part 5 - Conditions for General Staff

46. Types of Employment

46.1 Employees will be employed in one (1) of the following categories:

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

46.2 On appointment, the Employer will provide the Employee with a letter of appointment

- (a) stating the classification and rate of salary applicable on commencement;
- (b) whether the Employee is employed on a full-time or part-time basis; and
- (c) a reference and link to this agreement

46.3 Full-time Employee

A full-time Employee is employed to work 38 hours per week.

46.4 Part-time Employee

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full School year and who has reasonably predictable hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements will be calculated on a pro-rata basis.
- (d) At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying the time fraction and the number of weeks of the School year the Employee will work.

- (e) The terms of the agreement in clause 46.4(d) may be varied by agreement between the Employer and an Employee. Any such variation will be recorded in writing.

47. Ordinary Hours of Work

- 47.1 An Employee's ordinary hours of work may be an average of 76 hours per fortnight or 152 hours per four (4) weeks.
- 47.2 The ordinary hours of work will be worked on no more than five (5) days in any seven (7) days and may be worked as follows:
 - (a) On any day from Monday to Friday between 7.00am and 6.00pm for General Staff Employees other than ELC Assistants;
 - (b) On any day from Monday to Friday between 7.30am and 6.30pm for ELC Assistants.

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 (1) hour so long as the total hours remain unchanged.

47.3 Reasonable additional hours

- (a) An Employer may require an Employee to work reasonable additional hours in accordance with the provisions of this clause.
- (b) In determining whether additional hours are reasonable, the following factors shall be taken into account:
 - (i) Any risk to the health and safety of the Employee;
 - (ii) The Employee's family responsibilities;
 - (iii) The operational requirements of the Employer and the expectations of the role held by the Employee;
 - (iv) The notice given by the Employer to the Employee to work additional hours;
 - (v) The Employee's hours of work over the preceding four (4) weeks; and
 - (vi) Any other factors prescribed by the Act.
- (c) An Employee may refuse to work unreasonable additional hours.
- (d) Additional hours worked by a part-time Employee in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

- 47.4 Open Evening and Celebration Night are ordinary days of work and no time off or overtime is payable.

48. Overtime

- 48.1 Employees may be required to work hours in excess of ordinary hours from time to time. Hours in excess of ordinary hours must be approved in advance by the Employer and may be paid at overtime rate or taken as time off in lieu.

- 48.2 Any time off in lieu shall be taken at a time mutually agreed between the Employee and Employer either within four (4) weeks or before the next Term break, whichever is the earlier. Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate that is an hour of each hour worked. Where this cannot be accommodated due to operational constraints, overtime will be paid as follows:

Time Worked	Overtime Rate
Monday - Friday	150% of the ordinary hourly rate of pay for the first three (3) hours and 200% of ordinary hourly rate of pay thereafter
Saturday	150% of the ordinary hourly rate of pay
Sunday & Public Holidays	200% of the ordinary hourly rate of pay

49. Annual Leave

- 49.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.
- 49.2 A Professional Support Services Employee is entitled to six (6) weeks annual leave, which accrues on a pro-rata basis, is cumulative and is paid out upon termination of employment.
- 49.3 A School Assistant is entitled to six (6) weeks annual leave which accrues on a pro-rata basis, is cumulative, and is paid out upon termination of employment. A School Assistant is required during Term weeks and staff professional learning days. They are otherwise not required to be in attendance during non-term weeks.
- 49.4 The Employer may require an Employee to take their annual leave during non-term weeks.
- 49.5 The Employer may designate some of the non-term weeks as a shutdown period in which the operations of the School may be closed or operate at minimum staffing levels. Unless alternative arrangements are agreed between the School and a particular Employee/s, General Staff are required to take annual leave during shutdown periods observed by the School.
- 49.6 Annual Leave Loading

The Employer will pay annual leave loading in respect of the School year to the Employee with the first salary payment in December of that School year at the rate of pay applicable on 1 December of that School year.

- 49.7 Crediting of annual leave

The Employer may allow a General Staff member to take annual leave before the leave has accrued. Where paid leave has been granted in excess of the accrued entitlement, and the General Staff member subsequently leaves, the Employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the General Staff member upon termination of employment to the extent permitted by law.

50. Annual Salary Not to Disadvantage Employees

- 50.1 The annual salary must be no less than the amount the Employee would have received under Schedule E 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).

50.2 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.

51. Base Rate of Pay

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

52. Termination of Employment

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

52.2 Notice of termination by Employer

The employment of a General Staff Member (including during the first six (6) months of employment) will not be terminated without at least four (4) Term weeks' notice (inclusive of the notice required under the NES), the payment of four (4) weeks' salary instead of notice or part notice and part payment instead of notice provided that the total weeks' notice and weeks' payment instead equals four (4) Term weeks. For General staffs who have been employed for five (5) years or more and are over 45 years of age, the notice period will be five (5) Term weeks'.

52.3 Notice of termination by General Staff Employees

The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. 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.

52.4 Job search entitlement

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one (1) 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.

53. Breaks

53.1 Meal break

An Employee will be entitled to an unpaid meal break of 30 minutes no later than five (5) hours after commencing work.

53.2 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 (3) hours worked, with a maximum of two (2) rest breaks per shift. The Employer and an Employee may agree to one (1) rest break of 20 minutes in place of the two (2)

10 minute rest breaks.

54. 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, during the spread of ordinary hours provided for.

Declaration

This agreement is made at 355 Station Street, Box Hill, VICTORIA 3128 on

**Signed for and on behalf of Kingswood
College ABN 63 006 186 812:**

ELISABETH CLAIRE LENDERS

Name



355 STATION STREET BOX HILL 3128
Address

19 DECEMBER 2022
Date

PRINCIPAL

Explanation of person's authority to sign
the agreement

In presence of:



Witness

Christopher James Mara

Name


355 Station Street Box Hill VIC 3128
Address

19 December 2022
Date

**Signed for and on behalf of the
Employees:**

BELINDA GRACE ARENA.

Name



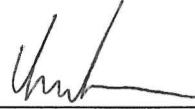
355 STATION STREET BOX HILL VIC 3128
Address

19 December 2022
Date

Employee Bargaining
Representative

Explanation of person's authority to sign
the agreement

In presence of:



Witness

Christopher James Mara
Name

355 Station Street Box Hill VIC 3128
Address

19 December 2022
Date

Schedule A – Teacher Classifications

A.1 Duties of Teacher

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

A.2 Recognition of Previous Service

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

A.2.1 In the case of a casual Teacher, the equivalent of a full-time year of teaching service is 150 full casual days in Australian schools.

A.2.2 In the case of an early childhood/preschool Teacher, the following will count as service:

- (a) teaching experience in preschools, kindergartens, multi-purpose centres, early intervention services, long day care centre and other similar services;
- (b) teaching experience of children from four (4) to eight (8) years (or in the infants department) of a School registered and/or accredited under the relevant authority in each state or territory; and
- (c) service as a lecturer in early childhood education or child development, as a child development officer or equivalent.

A.3 Evidence of Qualifications

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

A.4 Progression

A.4.1 A Teacher who is four-year trained will commence on Level 1 of the salary scale in Schedule B and progress to Level 10 in normal increments. A Teacher employed for less than a 0.4 FTE allocation of a full teaching load will be required to complete 24 months' service before progressing to the next level.

A.4.2 A Teacher who is five-year trained will commence on Level 2 of the salary scale in Schedule B and progress to Level 10 in normal increments. A Teacher employed for less than a 0.4 FTE allocation of a full teaching load will be required to complete 24 months' service before progressing to the next level.

Schedule B – Teacher Salaries

B.1 Teacher Salaries

B.1.1 The salary for a full-time Teacher will be determined in accordance with the provisions Schedule A, and will be not less than prescribed by the following table.

Levels	Annual Salary		
	From 1 February 2023	From 1 February 2024	From 1 February 2025
1	\$84,335	\$86,865	\$89,471
2	\$86,341	\$88,932	\$91,600
3	\$88,567	\$91,224	\$93,960
4	\$90,994	\$93,724	\$96,536
5	\$93,932	\$96,750	\$99,652
6	\$97,724	\$100,656	\$103,675
7	\$101,519	\$104,564	\$107,701
8	\$105,519	\$108,478	\$111,732
9	\$109,111	\$112,384	\$115,756
10	\$116,711	\$120,212	\$123,818

B.1.2 The weekly rate of pay for a Teacher will be determined by dividing the annual rate by 52.18.

B.2 Annual Leave Loading

The annual salary in B.1 does not include annual leave loading.

B.3 Part-time Teacher

A part-time Teacher will be paid a salary on a pro-rata basis in accordance with clause 38.5(a).

Schedule C – Teacher Allowances

C.1 Vehicle Allowance

C.1.1 A Teacher required by the Employer to use the Teacher's motor vehicle in the performance of duties will be paid the current Australian Taxation Office rate with no maximum kilometres per week.

C.2 Mobile Phone Allowance

C.2.1 A Teacher required by the Employer to use the Employee's mobile telephone in the performance of duties will be paid an allowance in accordance with the table in clause C.3.3.

C.3 Position of Responsibility Allowance

C.3.1 Eligibility

An annual responsibility allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.

The allowance is linked to a position of responsibility rather than tied to an individual Teacher. The Principal determines the allowance applicable to specific positions of responsibility.

C.3.2 Notification

The Principal will provide written advice to a Teacher holding a position of responsibility as to the allowance of the position, its tenure and the duties required.

The Principal will advise the Teacher of the level to which the position equates in accordance with the table in clause C.3.3.

C.3.3 Annual Responsibility Allowance Amount

Category	From 1 February 2023 \$	From 1 February 2024 \$	From 1 February 2025 \$
Cleaning	\$344	\$354	\$365
Mobile Phone	\$683	\$704	\$725
Higher Level First Aid	\$1,364	\$1,404	\$1,447
POL 1	\$3,752	\$3,865	\$3,981
POL 2	\$4,087	\$4,210	\$4,336
POL 3	\$8,177	\$8,422	\$8,675
POL 4G	\$8,452	\$8,706	\$8,967
POL 5	\$11,626	\$11,974	\$12,334

C.4 Camp Allowance

Category	From 1 February 2023 \$	From 1 February 2024 \$	From 1 February 2025 \$
Camp Allowance	\$65	\$67	\$69
International Student Trips	\$90	\$92	\$94

C.4.1 An Employee who is required to stay overnight at a School camp within Australia is entitled to receive an allowance per night in accordance with the table in clause C.4. Where camps are held over the weekend, one (1) day off in lieu after the camp will be provided.

C.4.2 For international travel with students an allowance per night is payable in accordance with the table in clause C.4.

Schedule D – General Staff Classifications

General staff - School Assistant Classifications

<p>Definition:</p>	<p>Supervision</p> <p>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.</p> <p>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</p> <p>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.</p> <p>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.</p>
<p>Definition:</p>	<p>Classification dimensions</p> <p>Competency</p> <p>The skill, complexity and responsibility of tasks typically required at each classification level.</p> <p>Judgment, independence and problem solving</p> <p>Judgment is the ability to make sound decisions, 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 (3) qualities applies at each classification level.</p> <p>Level of supervision</p> <p>This dimension covers both the way in which Employees are supervised or managed and the role of Employees in supervising or managing others.</p>

<p>General Staff - School Assistant Level 1</p>
<p>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</p>

utilised by the Employer, classification to a higher level within the structure may be possible.

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.

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.

Level of supervision

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

Typical activities

Classroom support services grade 1

- Providing general assistance of a supportive nature to Teachers, as directed
- Assisting student learning, either individually or in groups, under the direct supervision of a higher level General staff or a Teacher
- Assisting with the collection, preparation and distribution of classroom materials
- Assisting with clerical duties associated with normal classroom activities, e.g. student records, equipment records, etc.
- Assisting Teachers with the care of students on School excursions, sports days and other classroom activities

Preschool/childcare services grade 1

- Learning and implementing the policies, procedures and routines and the requisite basic skills
- Learning how to establish relationships and interacting with children
- Attending to the physical, social and emotional needs of children on an individual or group basis
- Assisting in the development of good relations with families attending the facility
- Performing basic duties, including food preparation, cleaning or gardening

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 in a School retail facility, such as a canteen, uniform shop or book shop
- Assisting trades personnel with manual duties
- Taking general care of School vehicles, including driving buses for less than 25 passengers
- 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
- Performing general laundry duties
- Performing minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials
- Cleaning, dusting and polishing in classrooms or other public areas of the School
- 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

General Staff - School Assistant - Level 2

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

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.

Judgment, independence and problem solving

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.

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.

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.

Typical activities

Classroom support services grade 2

Providing assistance with the educational program where limited discretion and judgment and/or specific skills are involved

Curriculum/resources services grade 1

- Performing a range of basic library transactions, including processing, cataloguing and accessioning books, stocktaking, preparing display materials, using circulation systems, general photocopying and related clerical tasks
- Maintaining, controlling, operating and demonstrating the use of audio-visual equipment, where there is limited complexity, including assisting with audio and video recording
- Maintaining booking and repair/replacement systems for equipment
- Maintaining catalogues of recorded programs in accordance with established routines, methods and procedures
- Maintaining equipment and materials
- Caring for fauna and flora
- Preparing teaching aids under direction
- Preparing standard solutions and less complex experiments
- Assisting students and Teachers to use the catalogue and/or locate books and resource materials
- Explaining the function and use of library and library equipment to students
- Under direction, assisting teaching staff to take story groups
- Searching and identifying fairly complex bibliographic material organising inter-library loans
- Answering ready references inquiries
- Operating a wide range of audio-visual or computer equipment
- Demonstrating and explaining the operation of audio-visual, computer and other similar equipment
- Providing technical support to Teachers
- Recording materials by means of sound and photographic equipment, etc.
- Evaluating and making recommendations for the purchase of technical or computer equipment
- Implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- Culturing, preparing for use and being responsible to the relevant manager for the security of bacterial, viral or other like substances
- Ordering supplies and materials

- Within a defined range of contexts, where the choice of actions is clear, maintaining scientific equipment, materials and specimens
- Assisting with the design/demonstration of experiments and scientific equipment, as directed

Preschool/childcare services grade 2

- Assisting in the implementation of the children's program under supervision
- Assisting in the implementation of daily care routines
- Developing awareness of, and assisting in the maintenance of, the health and safety of children in care
- Understanding and working according to the policies and procedures associated with the children's program
- Responsibility for food preparation, cleaning, gardening or general maintenance under the guidance of the director or the director's nominee
- Demonstrating knowledge of hygienic handling of food and equipment

School operational services grade 2

- Performing non-cooking duties in the kitchen including the assembly, preparation and measurement of food items
- 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
- Performing a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports
- Driving a bus with a carrying capacity of 25 or more passengers

General Staff - School Assistant Level 3

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

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.

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.

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.

Typical activities

Classroom support services grade 3

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Liaising between the School, the student and the student's family where some discretion and judgment are involved
- Assisting student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a Teacher, of the learning needs of students

Curriculum/resources services grade 2

- Undertaking some responsibility for other Employees in the work area
- Providing assistance or guidance to other Employees in the work area
- Providing technical assistance in the operation of a library, laboratory, or technology centre, where some discretion and judgment are involved
- Preparing descriptive cataloguing for library materials
- Supervising the operation of circulation systems
- Answering reference and information inquiries, other than ready reference
- Assisting in evaluating and selecting equipment and supplies
- Providing guidance in the use of information systems
- Producing resource materials, e.g. multi-media kits, video and film clips
- Teaching audio-visual, computer and other technical skills to students and Teachers
- Searching and verifying bibliographical data where some judgment and discretion are involved
- Producing, displaying and/or publicising materials
- Assisting students and Employees to access information and to use equipment in a library, laboratory or a technology centre where some discretion and judgment are involved
- Assisting with supervision of students in the library where some discretion and judgment are involved
- Providing technical assistance and advice, as requested

- Assisting with the planning and organisation of a laboratory or technology centre and field work
- Testing of experiments and demonstrating experiments (with Teachers)

Preschool/childcare services grade 3

- Assisting in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups
- Responsibility for recording observations of individual children or groups for program planning purposes for qualified Employees
- Working with individual children with particular needs, under direction
- Assisting in the direction of untrained Employees
- Undertaking and implementing the requirements of quality assurance
- Working in accordance with food safety regulations

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 the School canteen, uniform shop or book shop, including supervision of Employees and volunteers
- Cooking duties including a la carte cooking, baking, pastry cooking or butchery
- Responsibility for operating, maintaining and adjusting turf machinery, as appropriate
- Cleaning and inspecting machinery after each use, reporting any problems to the appropriate manager

General Staff - School Assistant Level 4

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

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.

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.

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.

Typical activities

Curriculum/resources services grade 3

- Demonstrating and instructing students and Employees with respect to the use of complex audio-visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas
- Designing and demonstrating experiments within a variety of routines, methods and experiences under supervision of Teachers where discretion and judgment are required
- In charge of an identifiable functional unit, which ordinarily will involve the supervision of staff
- Liaising with Teachers on curriculum matters
- Assisting careers advisor/counsellor

Preschool/childcare services grade 3A

Exercises similar responsibilities as a grade 3 but an Employee at this level has a Diploma in Children's Services.

School operational services grade 4

- Performing specialised cooking, butchery, baking pastry and the supervision of the operation
- 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

General Staff - School Assistant Level 5

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

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.

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.

Level of supervision

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

Typical activities

Curriculum/resources services grade 4

Providing specialist technical advice, direction and assistance in the Employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level

Preschool/childcare services grade 4

- Responsibility, in consultation with the director or the director's nominee, for the preparation, implementation and evaluation of a developmentally appropriate program for individual children or groups of children in care
- Responsibility for the direction and general supervision of lower level Employees
- Ensuring a safe environment is maintained for children and Employees
- Ensuring that records are maintained accurately for each child in the Employee's care
- Developing, implementing and evaluating daily care routines
- Ensuring adherence to the policies and procedures
- Liaising with families

School operational services grade 5

Managing a range of functions

Professional Support Services Classifications

General Staff - Professional Support Services - Level 1

This classification applies to Employees who are engaged in routine duties requiring no specific skill, prior experience or prior training. On-the-job training may be required.

General Staff - Professional Support Services - Level 2

An Employee at this level undertakes duties which require knowledge and skills which may be gained by the completion of a relevant post-secondary certificate or approved trade certificate or equivalent or from on the job experience considered relevant by the Employer. The Employee may be required to perform any combination of a wide range

of functions under routine direction but may, after gaining experience, exercise some degree of autonomy.

The Employee receives instructions on what is required, on unusual or difficult features and when new techniques or practices are involved, on the method of approach. Although the Employee is routinely supervised, the Employee operates with fair degree of autonomy and may be required to supervise Level 1 Employees and/or to supervise students while performing their normal duties.

General Staff - Professional Support Services - Level 3

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

The Employee is often required to exercise significant initiative and discretion and is required to demonstrate expertise.

The Employee is required to accept personal responsibility beyond that of a Level 2 Employee.

The Employee receives general instructions, usually covering only the broader technical aspects of the work and works with little direct supervision.

The Employee may be subject to progress checks to ensure that satisfactory progress is being made.

The Employee may be responsible to a supervisor and would usually be required to supervise Level 1-2 Employees while performing their normal duties.

General Staff - Professional Support Services - Level 4

The Employee, in addition to the knowledge and skills required at Level 3, may be required to be directly supervising other Employees in a large, reasonably autonomous unit within the workplace or across the workplace.

Positions at this level will, under general direction, assist with the co-ordination of the financial personnel and other support services.

As a support role to a senior administrator, a position at this level would, generally, be required to manage a specific support function or assist the senior administrator in the management of support functions. This may include supervision of staff delivering a single support function, for example, operation of the office.

The Employee has the skills required to do the job either as a result of experience or qualifications or both. The Employee receives limited direction and has work measured in terms of the achievement of stated objections. The Employee is fully competent and very experienced in a technical sense and requires little guidance during the performance of work.

The Employee would normally be responsible to management and would be required to supervise Level 1-3 Employees while performing their normal duties.

Schedule E – General Staff Salaries

E.1 Annual Rates of Pay: General Staff - School Assistants

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.

General Staff - School Assistants Classification Level	From 1 February 2023 \$	From 1 February 2024 \$	From 1 February 2025 \$
Level 1			
Band 1	\$47,842	\$49,277	\$50,755
Band 2	\$49,762	\$51,255	\$52,793
Band 3	\$50,425 to \$52,480	\$51,937 to \$54,054	\$53,496 to \$55,676
Level 2			
Band 1	\$52,067	\$53,629	\$55,238
Band 2	\$53,974	\$55,593	\$57,261
Band 3	\$54,526 to \$57,251	\$56,162 to \$58,968	\$57,847 to \$60,737
Level 3			
Band 1	\$70,048	\$72,149	\$74,314
Band 2	\$71,881	\$74,038	\$76,259
Band 3	\$72,248 to \$74,971	\$74,416 to \$77,221	\$76,648 to \$79,537
Level 4			
Band 1	\$75,237	\$77,494	\$79,819
Band 2	\$76,873	\$79,179	\$81,555
Band 3	\$77,701 to \$88,366	\$80,032 to \$91,017	\$82,433 to \$93,748
Level 5			
Band 1	\$86,526	\$89,122	\$91,795
Band 2	\$90,132	\$92,836	\$95,621
Band 3	\$91,331 to \$94,059	\$94,071 to \$96,881	\$96,893 to \$99,787

E.2 Incremental Progression

- (a) An Employee will be eligible for movement from Band 1 to Band 2 within the classification level after each 12 month period, following a performance review which the Employer will complete before the end of the 12 month period.
- (b) Movement to Band 2 within a classification level will occur unless performance against the relevant classification descriptors has not been satisfactory.

E.3 Band 3 - Performance Based Salary Increment

An Employee will need to apply to progress from Band 2 to Band 3. Band 3 is a performance based band. The level of salary falls between a minimum and maximum range, according to agreed measures and goals.

E.4 Annual rates of pay: General staff - Professional Support Services

General Staff - Professional Support Services	From 1 February 2023 \$		From 1 February 2024 \$		From 1 February 2025 \$	
	Min	Max	Min	Max	Min	Max
PSS1	\$54,526	\$67,853	\$56,162	\$69,889	\$57,846	\$71,986
PSS2	\$68,159	\$81,485	\$70,204	\$83,929	\$72,310	\$86,447
PSS3	\$81,789	\$95,117	\$84,243	\$97,970	\$86,770	\$100,910
PSS4	\$95,421	\$130,862	\$98,284	\$134,788	\$101,233	\$138,831

Salary levels exclude the entitlements to annual leave loading.

E.5 Conditions of Employment - Professional Support Service Employees

- (a) Positions for Professional Support Service Employees shall be classified using documented evaluation criteria. The criteria outlined in the above schedule will provide a basis for classification. The job classification will be the basis for compensation decisions.
- (b) Grading shall be given on the basis of a comparison of the work performed in the position with the duties, which are specified as 'typical' at each of the grades. A position need not involve all the duties listed as 'typical' of the grade nor are the typical duties the only ones which may be required.

Schedule F – General Staff Allowances

F.1 First aid allowance

F.1.1 Application

An Employee who is designated by the Employer to perform first aid duty and who holds a current recognised first aid qualification will be paid an allowance in accordance with the table in clause C.3.3.

F.1.2 Excluded Employees

This allowance does not apply to:

- (c) a nurse;
- (d) an Employee employed exclusively as a first aid officer; or
- (e) an Employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

F.2 Vehicle allowance

An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties will be paid the current Australian taxation office rate with no maximum kilometres per week.

F.3 Toilet Cleaning Allowance

An Employee required by the Employer to clean toilets in the performance of their duties shall be paid an allowance in accordance with the table in clause C.3.3.

F.4 Camp Allowance

F.4.1 An Employee who is required to stay overnight at a School camp within Australia is entitled to receive an allowance per night in accordance with the table in clause C.4. Camps held over the weekend, one (1) day off in lieu after the camp will be provided.

F.4.2 For international travel with students an allowance per night is payable in accordance with the table in clause C.4.

F.5 Mobile Phone Allowance

An Employee required by the Employer to use the Employee's mobile phone in the performance of their duties will be paid an allowance in accordance with the table in clause C.3.3.

Other Employees who use their mobile phone for School purposes (e.g. on School camps or trips) may request reimbursement for costs incurred upon presentation of appropriate documentation.