

## **THE KILMORE INTERNATIONAL SCHOOL LIMITED CERTIFIED AGREEMENT 2001**

### **1. TITLE**

This Agreement will be known as The Kilmore International School Limited Certified Agreement 2001 ("the Agreement").

### **2. ARRANGEMENT**

Clause Number	Subject Matter
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1	Title
2	Arrangement
3	Type of Agreement
4	Coverage
5	Application
6	Duration
7	Modes of Employment
8	Hours of Work
9	School Trips
10	Remuneration
11	Remuneration Packaging
12	Termination of Employment
13	Meal Interval
14	Accommodation
15	Vacation Leave
16	Leave Loading
17	Personal Leave
18	Parental Leave
19	Long Service Leave
20	Jury Service Leave
21	Leave Without Pay
22	Redundancy
23	Grievance Procedure

### **3. TYPE OF AGREEMENT**

This Agreement is a Certified Agreement between The Kilmore International School Limited and the Independent Education Union of Australia made pursuant Section 170LJ of Division 2 of Part VIB of the Workplace Relations Act 1996 (Cth).

### **4. COVERAGE**

This Agreement applies to persons who are employed as boarding assistants to supervise students in a boarding house and to persons appointed to assist the Head of Boarding ('boarding assistants'). This Agreement does not apply to the Head of Boarding, the Deputy Head of Boarding, teachers and persons employed in the functional areas of administration, catering, cleaning, laundry, gardening or general maintenance associated with the boarding house.

### **5. APPLICATION**

This Agreement is binding upon The Kilmore International School Limited ("the School") (A.C.N. 083 50513 1), the Independent Education Union of Australia and the boarding assistants employed in accordance with this Agreement.

## **6. DURATION**

The Agreement will apply the first full pay period commencing on or after the date of certification by the Australian Industrial Relations Commission and will remain in effect until 30 June 2002.

## **7. MODES OF EMPLOYMENT**

### **7.1 Full-time employment**

A full-time boarding assistant is one who is employed to work 40 hours per week. Such boarding assistant will be paid not less than the weekly rate of pay set by this Agreement.

### **7.2 Part-time employment**

7.2.1 A part-time boarding assistant is one who is employed to work on a regular basis any number of hours up to 40 hours per week, provided that the number or timing of the hours of work may vary over the period of four weeks or the roster, provided the roster is not more than one term in duration.

7.2.2 A part-time boarding assistant is entitled to the benefits applicable to a full-time boarding assistant on a pro rata basis.

### **7.3 Casual employment**

7.3.1 A casual boarding assistant is one who is engaged

- (a) in relieving work and/or work of an irregular nature, or
- (b) on a regular basis where the hours of work may vary from time to time

and whose engagement is terminable by the School in accordance with the School's requirements without the requirement of prior notice by the School or the boarding assistant.

7.3.2 A casual boarding assistant will be paid per hour worked not less than an amount equal to 1/40th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent. This rate of pay incorporates a loading for any on-call responsibilities required between the conclusion of rostered duties in the evening and the recommencement of rostered duties the next morning.

7.3.3 A casual boarding assistant is not entitled to the provisions of the following clauses:

- Clause 11 (Remuneration Packaging)
- Clause 12 (Termination of Employment)
- Clause 15 (Vacation Leave)
- Clause 16 (Leave Loading)
- Clause 17 (Personal Leave)
- Clause 18 (Parental Leave)
- Clause 21 (Leave Without Pay)
- Clause 22 (Redundancy)

7.3.4 Within seven (7) days of the certification of this Agreement, a casual boarding assistant who has worked the same number, or substantially the same number, of hours each week for one semester or more may elect to convert to part-time employment by notifying the Head of Boarding in writing. In converting to part-time employment, the boarding assistant accepts that hours of work will be averaged in accordance with 7.2 and may be worked over up to five days in each seven-day period.

## **8. HOURS OF WORK**

8.1 The maximum ordinary hours of work, excluding overtime, for a full-time employee will be 40 per week.

8.2 The hours and days of work (including commencing and finishing times in the morning, afternoon and evening and meal intervals) may change at any time by agreement between the School and a boarding assistant. Where agreement cannot be reached, the School will provide no less than seven days' notice of any change to the boarding assistant's hours of work.

8.3 A full-time or part-time boarding assistant is entitled to an unbroken period of 48 hours in each seven-day period free from assigned duties, unless otherwise agreed by the School and the boarding assistant.

8.4 The maximum number of ordinary hours of work per day is 10. Such hours will be worked in no more than two periods. However, any such period of work may be broken by an unpaid meal interval as defined by clause 12 of this Agreement.

8.5 The School may require a boarding assistant to reside at the School overnight between two consecutive periods of duty and be on-call during this period and to respond to any student needs that may arise overnight to ensure that a high level of duty of care is maintained.

## **9 SCHOOL TRIPS**

9.1 In lieu of duties supervising students in the School's boarding house, the School may require a full-time boarding assistant to participate in School-organised trips to supervise students and exercise an appropriate duty of care for up to ten nights per year. Participation in such trips is voluntary for part-time and casual boarding assistants.

9.2 Whilst on the trip, a boarding assistant will be paid the ordinary time rate of pay for each day, with each day being deemed to be of eight hours' duration. The School will meet travel and accommodation costs between the time of departure and return.

9.3 The provisions of clause 8 and subclause 10.3 do not apply to a School trip.

## **10. REMUNERATION**

10.1 Rates of pay

10.1.1 From the first full pay period commencing on or after the date that this Agreement is certified a full-time boarding assistant will be paid not less than \$30,327 per annum.

10.1.2 From the first full pay period commencing on or after 1 September 2001, a full-time boarding house assistant will be paid not less than \$31,327 per annum.

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

10.1.4 The rates of pay in this Agreement are rolled-in rates and include compensation for the requirement during sleepovers to attend to the needs of students in the boarding house and for work performed

- over up to two periods per day;
- during early morning and afternoon/evening rostered periods of duty;
- on weekends; and
- on public holidays, as there is no entitlement to public holidays under this Agreement.

## **10.2 Allowances**

A full-time boarding assistant who is appointed to undertake additional duties to assist the Head of Boarding will be paid an allowance of

- (a) \$2,481 per annum from the first pay period commencing on or after the date that this Agreement is certified;
- (b) \$2,555 per annum. from the first pay period commencing on or after 1 September 2001.

## **10.3 Overtime**

### 10.3.1 Nature of Overtime

The School may require a full-time boarding assistant to work overtime for up to three hours per week with any overtime offered beyond three hours being taken up at the election of the boarding assistant.

### 10.3.2 Rates of pay

All work by a full-time boarding assistant in excess of 40 hours per week will be paid at the rate of 150 percent of the ordinary rate of pay for the first two hours and 200 percent thereafter. For the purpose of this clause, each day's work will stand alone.

### 10.3.3 Approval

Approval to work overtime must be obtained from the Head of Boarding in advance of the time being worked.

## **11. REMUNERATION PACKAGING**

### **11.1 Application**

The clause facilitates the provision of a salary and benefit package to a boarding assistant whose employment is covered by this Agreement.

## 11.2 Definitions

For the purpose of this clause:

**Benefits** means the benefits nominated by a boarding assistant from the benefits provided by the School;

**Benefit Value** means the amount specified by the School as the cost to the School of the Benefit provided including Fringe Benefits Tax, if any;

**Fringe Benefits Tax** means tax imposed by the Fringe Benefits Tax Act 1986 (Cth).

## 11.3 Conditions of employment

Except as provided by this clause, a boarding assistant must be employed at a salary based on a rate of pay, and otherwise on terms and conditions not less than those prescribed by this Agreement.

## 11.4 Remuneration packaging

The School may offer to provide and the boarding assistant may agree in writing to accept:

- the Benefits nominated by the boarding assistant; and
- a salary equal to the difference between the Benefit Value and the salary which would have applied to the boarding assistant under 11.3 in the absence of an agreement under this subclause.

## 11.5 Benefits

The Benefits will be those made available by the School.

## 11.6 Notification of Benefit Value

The School must advise the boarding assistant in writing of the Benefit Value before the boarding assistant and the School enter into an agreement pursuant to 11.4.

## 11.7 Calculation of salary during leave

During the currency of an agreement under 11.4:

- a boarding assistant who takes leave on full pay will receive the Benefits and salary referred to in 11.4 of this clause;
- a boarding assistant who takes leave without pay is not entitled to any Benefits during the period of leave;
- a boarding assistant who takes leave on less than full pay will receive:
  - the Benefits; and
  - an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$

where:

S = the salary determined under 11.4

P = the percentage of salary payable during the leave

B = the Benefit Value

A = the amount of salary

## 11.8 Other payments

Any other payment under this Agreement, calculated by reference to the boarding assistant's salary, however described, and payable:

- during employment; or
- on termination of employment in respect of untaken paid leave; or
- on death,

will be at the rate of pay which would have applied to the boarding assistant under 11.3 of this clause, irrespective of an agreement under 11.4 of this clause.

## 12. TERMINATION OF EMPLOYMENT

### 12.1 Notice of termination by the School

12.1.1 In order to terminate the employment of a boarding assistant, the School will give to the boarding assistant the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

12.1.2 In addition to the notice in 12.1.1, a boarding assistant over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, will be entitled to an additional week's notice.

12.1.3 The period of notice in this clause will not apply:

- where the employment of a boarding assistant is terminated as a consequence of conduct that justifies summary dismissal;
- to a boarding assistant employed for a specified period of time or for a specified task or tasks;
- to a boarding assistant employed as a casual.

12.1.4 Payment in lieu of the notice prescribed in 12. 1.1 and 12.1.2 will be made if the appropriate notice period is not given. Employment may be terminated by the boarding assistant working part of the required period of notice and by the School making payment for the remainder of the period of notice.

12.1.5 Payment in lieu of notice is calculated by taking the amount of salary a boarding assistant would have received by working during the notice period if

the boarding assistant's employment had not been terminated.

- 12.2 Notice of termination by a boarding assistant 12.2.1 A boarding assistant is required to give notice of termination in accordance with 12.1.1 save and except that there is no additional notice based on the age of the boarding assistant concerned.
- 12.2.2 Subject to financial obligations imposed on an School by any Act, the School has the right to withhold monies and benefits due to a boarding assistant who fails to give the full amount of notice required by 12.2. 1.
- 12.2.3 Pursuant to 12.2.2, the School has the right to withhold monies and benefits to a maximum amount equal to the ordinary rate of pay for the period of notice not given.

### **13. MEAL INTERVAL**

- 13.1 A boarding assistant is entitled to an interval of not less than 30 minutes and not greater than 45 minutes for a meal not later than five hours after commencing work, unless otherwise agreed. A meal interval is not counted as time worked and is unpaid.
- 13.2 The School will determine the duration and timing of meal intervals to ensure adequate supervision of students is maintained.

### **14. ACCOMMODATION**

- 14.1 A boarding assistant rostered to sleep in the boarding house as part of the boarding assistant's duties will be provided, for the duration of that shift, with single room accommodation and staff bathroom facilities at no cost to the boarding assistant.
- 14.2 Except as provided in 14.3, access to the accommodation ends at the conclusion of the boarding assistant's period of duty.
- 14.3 Where a boarding assistant is assigned accommodation for more than one day, the boarding assistant may access that accommodation, except during the times where the School requires access for cleaning and maintenance or where another boarding assistant is yet to vacate the accommodation. Access to the accommodation ends at the conclusion of the boarding assistant's last assigned period of duty.
- 14.4 Where available, and with the consent of the School, a boarding assistant may utilise accommodation owned by the School at times other than when the boarding assistant is on duty. Where accommodation is provided on this basis, the School and the boarding assistant will agree upon the cost of this accommodation. The boarding assistant will be required to vacate such accommodation on the date employment ceases and at other times determined by the School.

### **15. VACATION LEAVE**

#### **15.1 Application**

This clause applies to a boarding assistant employed either full-time or part-time. A part-time boarding assistant is entitled to vacation leave on the same proportionate basis as the boarding assistant's annual salary is calculated.

## **15.2 Entitlement**

15.2.1 A boarding assistant, other than in the circumstances prescribed in 15.2.2 and 15.5 is entitled to eight (8) weeks' vacation leave in each year of service inclusive of public holidays that may fall within the period of vacation leave. Vacation leave includes four weeks' annual leave and does not accrue from one year to the next. Not less than four continuous weeks of this leave will be taken during the Christmas break commencing prior to 25 December each year.

15.2.2 The School may reduce a boarding assistant's entitlement to vacation leave where the boarding assistant has taken unpaid leave of five (5) or more days during the school year. In such circumstances, the vacation leave entitlement will be calculated as follows:

$$\frac{\text{Number of working weeks} - \text{Period of unpaid leave in weeks}}{\text{Number of working weeks}} \times \text{Vacation Leave}$$

where the number of working weeks and weeks of vacation leave, are 45 and 7, respectively, unless varied in accordance with 15.5 of this clause.

15.2.3 Where a boarding assistant's entitlement to paid vacation leave has been reduced pursuant to 15.2.2, the period which but for that reduction would have been paid vacation leave will be unpaid leave and will be counted as service for all purposes of the award.

### 15.3 Taking leave

The timing of vacation leave will be determined by the School, with no less than four continuous weeks of vacation leave being taken from the conclusion of the school year in December of each year with any remaining period of vacation leave generally to be taken during weeks where the formal academic program of the School is not operating.

### 15.4 Employment for less than a school year

A boarding assistant who is employed for part only of a school year will be paid a pro rata vacation leave entitlement, based on the number of weeks worked.

### 15.5 Variation of vacation leave entitlement

15.5.1 The School may engage a boarding assistant with a vacation leave entitlement different to that in 15.2, provided that the boarding assistant has a leave entitlement of not less than four weeks and not more than the number of weeks that the School's formal academic program is not operating.

15.5.2 Where the vacation leave of a boarding assistant is different to the entitlement in 15.2, the boarding assistant's entitlement to personal leave or long service leave is not altered.

15.5.3 The annual rate of pay of a boarding assistant, if the vacation leave entitlement is different to the entitlement in 15.2, will be calculated using the formula:

$$\frac{52 - \text{number of weeks of leave in excess of 4 weeks}}{52} \times [\text{annual rate of pay in Clause 10} \times 52/48]$$

Example:

Assume the annual rate of pay for a boarding assistant with 8 weeks' vacation leave is \$30,327. The School requires a particular boarding assistant to work 46 weeks per school year with an entitlement to 6 weeks' vacation leave. The boarding assistant's annual remuneration is calculated as follows:

$$\frac{(52 - 2)}{52} \times [\$30,327 \times 52/48] = \frac{50}{52} \times \$32,854 = \$31,591$$

## 16. LEAVE LOADING

## **16.1 Application**

This clause applies to a boarding assistant employed either full-time or part-time. A part-time boarding assistant is entitled to leave loading on the same proportionate basis as the boarding assistant's annual salary is calculated.

## **16.2 Entitlement**

16.2.1 A boarding assistant who has given service for which salary has been received throughout the school year is entitled to a leave loading of 17.5% on a maximum of four weeks' leave.

16.2.2 A boarding assistant who is employed for part only of a school year is entitled to leave loading on a pro rata basis, based on the number of weeks worked.

## **16.3 Payment of leave loading**

The School will pay leave loading to the boarding assistant with the first salary payment in December of that year at the rate of pay applicable on 1 December, or when employment is terminated prior to that date, at the rate of pay applicable at the time of termination of employment.

## **17. PERSONAL LEAVE**

### **17.1 Amount of paid personal leave**

17.1.1 Paid personal leave is available to a boarding assistant when the boarding assistant is absent due to: a personal illness or injury (sick leave); or a for the purposes of caring for an immediate family or household member that is sick and requires the boarding assistant's care and support (carer's leave); or a bereavement on the death of an immediate family or household member (bereavement leave).

17.1.2 A full-time. boarding assistant is entitled to paid personal leave in each year of service as follows: eight (8) days in 2001, eleven (11) days from 1 February 2002, where the increased entitlement becomes available from the boarding assistant's anniversary date of appointment.

17.1.3 Unused personal leave accrues by the lesser of:

- (a) in 2001
  - five (5) days less the total amount of sick leave and carer's leave taken during the year; or
  - the balance of the year's unused personal leave.
- (b) in 2002
  - eight (8) days less the total amount of sick leave and carer's leave taken during the year; or
  - the balance of the year's unused personal leave.

17.1.4 Personal leave may be taken for part of a single day.

### **17.2 Immediate family or household**

17.2.1 The entitlement to carer's leave or bereavement leave is subject to the person in respect of whom the leave is taken being either:

- (a) a member of the boarding assistant's immediate family; or
- (b) a member of the boarding assistant's household.

17.2.2 The term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the boarding assistant. A de facto spouse, means a person of the opposite sex to the boarding assistant who lives with the boarding assistant as the husband or wife of that person on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex nuptial child), parent grandparent, grandchild or sibling of the boarding assistant or spouse of the boarding assistant.

### **17.3 Sick leave**

#### 17.3.1 Definition

Sick leave is leave to which a boarding assistant, other than a casual boarding assistant, is entitled without loss of pay because the boarding assistant is unable to perform the boarding assistant's duties by reason of personal illness or injury.

#### 17.3.2 Entitlement

- (a) The amount of personal leave a boarding assistant may take as sick leave depends on how long the boarding assistant has worked for the School and accrues as follows:
  - in the first year of service, 50 per cent during the first semester worked and 50 per cent at the commencement of the second semester;
  - in the second and each subsequent year of service, 100 per cent at the commencement of that year.
- (b) Accumulated personal leave may be used for sick leave if the current sick leave entitlement is exhausted.

#### 17.3.3 Evidence supporting claim

A boarding assistant is entitled to sick leave provided that

- (a) the boarding assistant produces a medical certificate or other evidence satisfactory to the School for any absence on two or more consecutive days;
- (b) if so required by the School, the boarding assistant provides a medical certificate or other evidence satisfactory to the School for any absence continuous with a holiday to which the boarding assistant is entitled and which would not otherwise require the production of a certificate;
- (c) the boarding assistant produces a medical certificate or other evidence

satisfactory to the School where the number of days of paid sick leave already taken without the production of a medical certificate or other evidence satisfactory to the School exceed three days in the one year.

#### 17.3.4 Infectious diseases leave

Subject to 17.3.4(b), a boarding assistant who is suffering from one of the infectious diseases known as:

- German measles;
- chickenpox;
- measles;
- mumps;
- scarlet fever;
- whooping cough;
- rheumatic fever; or
- hepatitis;

and the Principal is satisfied on medical advice that the boarding assistant has contracted the disease through a contact at the school and disease is evident in the school, the boarding assistant will be granted special leave without deduction of pay.

The boarding assistant must produce a medical certificate which specifically names the disease..

### **17.4 Bereavement leave**

#### 17.4.1 Paid leave entitlement

A boarding assistant, other than a casual boarding house assistant, is entitled to use up to three (3) days' personal leave on each occasion on which a member of the boarding assistant's immediate family or household in Australia dies.

#### 17.4.2 Unpaid leave entitlement

Where a boarding assistant has exhausted all personal leave entitlements, including accumulated leave entitlements, the boarding assistant is entitled to take unpaid bereavement leave. The School and boarding assistant should agree on the period of the unpaid leave. In the absence of agreement, the boarding assistant is entitled to take up to three (3) days' unpaid leave.

#### 17.4.3 Evidence supporting claim

The School may require the boarding assistant to provide satisfactory evidence of the death of the member of the boarding assistant's immediate family or household.

## **17.5 Carer's leave**

### **17.5.1 Paid leave entitlement**

- (a) A boarding assistant, other than a casual boarding assistant, is entitled to use up to five (5) days' personal leave during each year of service to care for members of the boarding assistant's immediate family or household who are sick and require the boarding assistant's care and support.
- (b) In normal circumstances, a boarding assistant is not entitled to take carer's leave where another person has taken leave to care for the same person.

### **17.5.2 Notice required**

- (a) The boarding assistant must, where practicable, give the School notice prior to the absence of the intention to take leave.
- (b) The notice must include:
  - the name of the person requiring care and support and the person's relationship to the boarding assistant;
  - the reasons for taking such leave; and
  - the estimated length of absence.
- (c) If it is not practicable for the boarding assistant to give prior notice of absence, the boarding assistant must notify the School by telephone of such absence at the first opportunity on the day of absence.

### **17.5.3 Evidence supporting claim**

The boarding assistant must, if required by the School, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

### **17.5.4 Unpaid leave**

A boarding assistant may take unpaid carer's leave by agreement with the School.

## **18. PARENTAL LEAVE**

A boarding assistant are entitled to parental leave in accordance with Schedule 1A to the Workplace Relations Act 1996 (Cth.).

## **19. LONG SERVICE LEAVE**

A boarding assistant is entitled to long service leave in accordance with the Long Service Leave Act 1992 (Vic).

## **20. JURY SERVICE LEAVE**

A boarding assistant is entitled to jury service leave in accordance with the Juries Act 1967 (Vic).

## **21. LEAVE WITHOUT PAY**

- 21.1 While a boarding assistant may apply for leave without pay, the granting of such leave is at the discretion of the School.
- 21.2 Leave without pay does not break the continuity of employment but is not included in the period of service for any purpose of this Agreement.
- 21.3 Where a boarding assistant is granted leave without pay, the boarding assistant is entitled to return to the boarding assistant's position of employment, unless otherwise agreed.

## **22. REDUNDANCY**

Where the School decides that it no longer wishes the job the boarding assistant has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, the School, in addition to the period of notice prescribed for ordinary termination in clause 12, will pay the following amount of severance pay in respect of a period of continuous service:

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

## **23. GRIEVANCE PROCEDURE**

In the event that a grievance arises between the School and a boarding assistant in relation to the implementation of this Agreement the following procedure will be applied to resolve the grievance.

### **Step 1**

Every attempt will be made to resolve a grievance by discussions between the School and the boarding assistant(s) directly involved at the school or the School and the union where the grievance is between the School and the union. This does not preclude the right of either party to seek advice from outside the school, nor does it necessitate such an approach where this is impracticable.

### **Step 2**

Where a grievance is not resolved by Step 1, the School or the boarding assistant(s) may seek the assistance of a union, employer association or other representatives in order that a further attempt may be made to resolve the matter.

### **Step 3**

Where the School and the boarding assistant(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either

party may seek the assistance of a representative.

#### **Step 4**

In the event that Steps 1, 2 and 3 fail to resolve the matter it may be referred by either party to the Australian Industrial Relations Commission. In normal circumstances, the matter should not be referred by either party to the Commission prior to the completion of Steps 1 and 2, and where agreed, Step 3.