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## **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

### **1.0 TITLE**

This Agreement is to be known as the Kilvington Girls' Grammar School Agreement (the 'Agreement') 2008 and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act* (Cth.) 1996.

### **2.0 COMMENCEMENT DATE AND PERIOD OF OPERATION**

**2.1** Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued by the Workplace Authority.

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

### **3.0 PARTIES BOUND**

**3.1** The parties to this Agreement are:

- a) Kilvington Girls Grammar Ltd trading as Kilvington Girls' Grammar ('Kilvington'); and
- b) Employees of the School including Teachers, School Assistants, Early Learning Centre (ELC) Teachers, Early Learning Centre (ELC) Assistants, Clerical/Administrative Employees, Grounds and Maintenance staff, Information Communication Technology Employees, and Before/After Care staff.

### **4.0 APPLICATION**

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

**4.2** The Agreement excludes members of the Executive Team, Sport Coaches, Instrumental Music and Speech and Drama Tutors, and the Holiday Program Staff.

### **5.0 RELATIONSHIP TO AWARDS**

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

### **6.0 CONSULTATIVE FRAMEWORK**

The parties recognise the benefit of consultation in relation to decisions that impact on Employees. Accordingly either party may seek the reconvening of the Bargaining Unit, at any time, to raise issues concerning the implementation of this Agreement.

The Bargaining Unit shall comprise a staff employee representative, three other members of staff elected by the Staff Association, the Principal, the President of Kilvington Council or his/her nominee, and the Business Manager.

## 7.0 DEFINITIONS

Act	means the <i>Workplace Relations Act 1996</i> or its successor
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Assistant	means School Assistant and an ELC Assistant
Awards	<p>means the following:</p> <ul style="list-style-type: none"> <li>• Victorian Independent Schools-Teachers-Award 1998</li> <li>• Victorian Independent Schools-School Assistants Award 1998</li> <li>• Victorian Independent Schools – Early Childhood Teachers Award – 2004</li> <li>• Educational Services – Early Childhood Assistants – Victoria – Award 1999</li> <li>• Children Services Award (Victoria) Award 2005</li> <li>• Victorian Independent Schools - Clerical/Administrative Employees - Award 2004</li> <li>• Sportsground Maintenance and Venue Presentation Award 2001</li> <li>• Information Technology Industry (Professional Employees) Award 2001</li> </ul> <p>and any other award applicable to any Employee immediately prior to the commencement of this Agreement</p>
Casual Employee	means an Employee employed pursuant to clause <b>9.6</b> of this Agreement
Confinement	means at the time of the giving birth
Continuous Employment	Continuous employment for the purposes of calculating the Long Service Leave entitlement does not include periods of unpaid parental leave or periods of leave without pay. This provision expressly overrides the <i>Long Service Leave Act 1992 (Vic)</i> .
ELC Assistant	means a person who performs general duties under the general direction of an Early Childhood Teacher in a kindergarten program
ELC Teacher	means a person who is employed to teach children in the early childhood program.
Employee	means a person covered by this Agreement
Employer	means the Kilvington Girls' Grammar Ltd (79 117 529 932)
Executive Team	means Principal, Deputy Principal, Business Manager and Marketing Manager

Face to Face Teaching	<p>“Face to Face teaching” in relation to a particular teacher means regular rostered teaching sessions in a documented course of study (approved by either the School Council, Principal or Victorian Curriculum and Assessment Authority), only for which course the teacher has primary responsibility for educational delivery and includes sessions of direct student instruction rostered or required by the Employer -</p> <ul style="list-style-type: none"> <li>• for curricular involving student supervision, student counselling and consultation; or</li> <li>• in the case of a teacher librarian, for student contact and consultation in a library</li> </ul> <p>The following are <b>not</b> considered part of Face to Face:</p> <ul style="list-style-type: none"> <li>• Assembly times – teachers are expected to attend Assembly if they are at school.</li> <li>• Pastoral Care – these activities are undertaken by House Tutors, Form Teachers and/or House Deans.</li> <li>• Co-curricular activities.</li> <li>• Replacement duties.</li> </ul>
Fixed Term Employee	means an Employee employed pursuant to clause <b>9.5</b> of this Agreement
Full Time Employee	means an Employee employed pursuant to clause <b>9.3</b> of this Agreement
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks’ annual leave)
Non-teaching Staff	means those Employees employed to perform administrative duties, all Grounds and Maintenance staff, ICT staff and Network Administrator, and Before and After School Care staff.
Part Time Employee	means an Employee employed pursuant to clause <b>9.4</b> of this Agreement
Permission to Teach Teacher	<p>means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and the person</p> <ul style="list-style-type: none"> <li>(i) holds an academic degree which does not include an approved course of teacher education and the person is enrolled in an approved course of teacher education, or</li> <li>(ii) holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or</li> <li>(iii) is employed in one of the following programs: school/tertiary institution exchange, an inter-governmental agreement, interschool exchange, VET in schools and professional experience, or</li> <li>(iv) has at least a three-year tertiary qualification including teacher education and is classified as Permission to Teach (Casual Relief Teacher) by the Victorian Institute of Teaching (1 July 2007 <i>Permission to Teach Policy</i>)</li> </ul>

Principal	means Principal of Kilvington Girls' Grammar Ltd or his or her nominee
School	means Kilvington Girls' Grammar Ltd (79117 529 932) trading as Kilvington Girls' Grammar
School Assistant	includes but is not limited to an Employee who is ancillary to the process of teaching and includes Library Assistant, Library Technician, Laboratory Technician, Teachers Aide, and Audio Visual Technician.
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools
School Year	means the twelve months from the commencement of the first day of February in a year
Teacher	means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic.) and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called

## 8.0 DISPUTE RESOLUTION PROCEDURE

- 8.1** In relation to any matter arising out of this Agreement, the Employer and the Employees (the 'Parties') must genuinely attempt to resolve the dispute at workplace level. The objective of the parties is to avoid any disputes or grievances between Employees and the Employer so as to avoid any interruption to the educational program of the school.
- a) Wherever possible informal means will be used to resolve any industrial disputes, including disputes regarding the implementation or interpretation of this Agreement.
  - b) If the matter cannot be resolved by informal means the matter will be referred to the Principal.
- 8.2** If the dispute is not resolved at the workplace level, then a Party may elect to use an alternative dispute resolution ('ADR') process (defined broadly to include conferencing, mediation, conciliation and arbitration under s.698 of the *Workplace Relations Act 1996* (Cth.)) to be conducted by a person agreed between the Parties ('ADR Provider') – the ADR Provider need not be the Australian Industrial Relations Commission ('AIRC').
- 8.3** If the Parties cannot agree upon an ADR Provider, then a party may notify the Industrial Registrar of the AIRC who must provide the parties with 'prescribed information' regarding ADR services.
- 8.4** If, after 14 days after having received the prescribed information, the Parties still cannot agree upon an ADR Provider, then a Party can apply in the prescribed form (available at <http://www.airc.gov.au>) to the AIRC to have it conduct the dispute resolution process. The AIRC may request further information from the Parties.

- 8.5** If conducted by the AIRC, the ADR process is completed when:
- the dispute is resolved; or
  - the Party who elected to use the process informs the AIRC that it no longer wishes to continue the process.

## **9.0 MODES OF EMPLOYMENT**

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

**9.2** The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

### **9.3 Full Time Employees**

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

### **9.4 Part Time Employee**

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

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

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

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

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

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

### **9.5 Fixed Term Employee**

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

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

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

- the temporary nature of the employment;
- the benefits which are applicable under this Agreement;

- the rights of any Employee being replaced.

**9.5.4** The termination of employment of a replacement Employee will be by the expiry of the period of employment or in accordance with the provisions of clause **31.0**.

**9.5.5** A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination (where the date of cessation of employment is stated at the time of appointment)
- jury service leave
- redundancy
- paid parental leave

## **9.6 Casual Employee**

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

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

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

**9.6.4** A Casual Employee is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- school holidays
- non attendance time
- leave loading
- public holidays
- paid personal/carer's leave
- paid compassionate leave
- accident make-up pay
- jury service leave
- paid parental leave

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

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

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

## **9.7 Letter of Appointment**

Each Employee (other than emergency teachers or other casual employees) upon engagement shall be issued with a letter of appointment by the Principal including

classification, salary rate and other service benefits.

## **9.8 Introduction Of Change**

Where Kilvington has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Principal shall notify the Employees who may be affected by the proposed changes.

"Significant effects" includes termination of employment, major changes in the composition, operation or size of Kilvington's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

The Principal shall discuss with the Employees affected the introduction of the changes referred to above, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees, and shall give prompt consideration to matters raised by the Employees and/or their advocate in relation to the changes. The discussions shall commence as early as practicable after a definite decision has been made to make the changes referred to above.

The Principal shall provide in writing to the Employees concerned all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect staff. The Principal shall not be required to disclose confidential information the disclosure of which would be inimical to Kilvington's interests.

**PART 2            CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT**

**10.0 QUALIFYING PERIOD**

- 10.1** An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 10.2** If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with the relevant notice of termination provisions or follows due process as outlined in clause **31.0** of this Agreement.
- 10.3** If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice prescribed as follows or payment in lieu of notice.
- | Employee          | Period of Notice |
|-------------------|------------------|
| Teacher           | 7 weeks notice   |
| School Assistants | 4 weeks notice   |
| Other Employees   | 1 weeks notice   |
- 10.4** If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in **10.3** above.

**11.0 SALARY**

- 11.1** Salaries are specified in the schedules attached to this Agreement.
- 11.2** A general increase of 3% applies to the salaries and responsibility allowances of all Employees from the first full pay period commencing on or after 1 February 2009.
- 11.3** From 2009, the parties will meet in June of each year to discuss and finalise salary levels and responsibility allowances for the following School Year, i.e. meet in June of 2009, 2010, 2011 and 2012. The salary schedules for 2009, 2010, 2011 and 2012 will be published via the School Intranet, or an equivalent means.
- 11.4** To the extent necessary, the Employer and Employees agree that the guarantee of basic rates of pay in the Act may be satisfied over a period of 12 months.

**12.0 REMUNERATION PACKAGING**

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

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

## 13.0 SUPERANNUATION

The School currently makes an employer superannuation contribution equivalent to 9% of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Non-Government Schools Superannuation Fund Pty Ltd.

## 14.0 PAYMENT ARRANGEMENTS

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

## 15.0 PERSONAL LEAVE

**15.1** Personal leave is in accordance with the Australian Fair Pay and Conditions Standard Division 5 of Part 7 of the Act, except where more favourable terms are provided in this Agreement. Clause **15.0** does not reproduce Division 5 of Part 7 of the Act in full.

### 15.2 Definitions

In this clause the term **immediate family** means:

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

### 15.3 Entitlement

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

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

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

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

### 15.4 Sick Leave

**15.4.1** An Employee is entitled to access personal leave entitlements where the Employee is unable to perform the Employee's duties by reason of personal illness or injury.

**15.4.2** Personal leave for an Employee accrues on an even basis across 12 monthly periods for continuous service, based upon the Employee's nominal hours of work. In the event that an Employee's sick leave is insufficient to cover the

Employee's needs the Principal at his/her discretion can grant further sick leave to cover those needs.

**15.4.3** Accumulated personal leave may be used for sick leave if the current sick leave entitlement is exhausted.

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

**15.4.5 Evidence supporting claim**

An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate or statutory declaration to the Employer for any absence of more than two consecutive days; or
- if required by the Employer, the Employee provides a medical certificate or a statutory declaration to the Employer for any absence continuous with a holiday, weekend or public holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; or
- the Employee produces a medical certificate or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or statutory declaration to the Employer exceeds five days in the one year.

**15.5 Carer's Leave**

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

**15.5.2** An Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

**15.5.3** Not more than 10 days of personal leave can be used in a year by an Employee for the purposes of carer's leave which includes any untaken personal leave accumulated from previous years.

**15.5.4** By agreement between the Employer and an individual Employee, the Employee may access an additional amount of the Employee's accrued personal leave for carer's leave.

**15.6 Notice required for carer's leave**

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

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

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

#### **15.7 Evidence supporting claim**

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

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

#### **15.8 Unpaid carer's leave**

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

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

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

#### **15.9 Compassionate Leave**

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

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

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

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

### **16.0 BREAKAGE AND LOSS**

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

## **17.0 MEAL ALLOWANCE**

- 17.1** The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day.
- 17.2** Employees may on occasions be requested to participate in co-curricular activities where they are required to accompany or be present at events with students during the evening. Should it be impractical for the Employee to return home for their evening meal or she/he will be returning after dinner time, the Employee may claim up to \$25 towards expenses subject to prior approval of the Employee's supervisor. Where practicable, the Employee must supply receipts for the meal/food. Such events include, but are not limited to, debating, sport and music excursions.

## **18.0 JURY SERVICE LEAVE**

- 18.1** An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 18.2** An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 18.3** An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 18.4** The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the court authorities with respect to jury service.
- 18.5** Subject to **18.3** of this clause, the Employer will reimburse an Employee granted leave pursuant to **18.1** an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

## **19.0 PROTECTIVE CLOTHING**

- 19.1** Where the School requires that a teacher or assistant to wear protective clothing in the course of his or her duties, other than with respect to sporting activity, such clothing shall be supplied by the School.
- 19.2** Protective clothing so issued shall remain the property of the School and be maintained in good order and condition by the teacher, fair wear and tear excepted.
- 19.3** Suitable protective clothing shall be provided for Grounds and Maintenance Employees and Laboratory Assistants and will be replaced on a fair wear and tear basis by the School.

## **20.0 INFECTIOUS DISEASE LEAVE**

**20.1** An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay, provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the school and the disease is evident in the school:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis

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

## **21.0 LEAVE WITHOUT PAY**

### **21.1 Discretion of the School**

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

### **21.2 Leave arrangements**

For Teachers and School Assistants, such leave should preferably;

- commence on the day following the last teaching day of a term; and
- conclude on the day preceding the first teaching day of a term.

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

### **21.3 Returning from leave**

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

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

### **21.4 Continuity and Employment**

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

## **22.0 PUBLIC HOLIDAYS**

**22.1** All Employees are entitled to public holidays as Gazetted by the Victorian Government from time to time.

**22.2** Public Holidays that occur during a period of leave for Teachers in accordance with clause **33.8** do not create an additional entitlement.

## **23.0 PARENTAL LEAVE**

### **23.1 Relationship with Act**

**23.1.1** Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the Act), as amended from time to time, except where this agreement provides a more favourable outcome

**23.1.2** This clause does not reproduce Division 6 of Part 7 of the Act in full.

**23.1.3** In the event that the Federal Government introduces a statutory paid parental leave scheme then the paid parental leave available under this agreement will be inclusive of entitlements available through the scheme.

### **23.2 Entitlement**

**23.2.1** An Employee, upon the completion of 12 months of continuous service with the Employer, is entitled to up to 104 weeks unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:

- up to 104 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;
- a single, unbroken period of unpaid short paternity leave of up to one week at the time of the birth of a child and a further unbroken period of up to 103 weeks of unpaid paternity leave to be the primary care-giver of a child; and
- a single, unbroken period of up to three weeks' unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Employee and a further unbroken period of up to 101 weeks to be the primary care-giver of the eligible child.

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

### **23.3 Paid component of parental leave**

**23.3.1** Parental leave shall be without pay, except that the Employer will at the time of confinement of an Employee who is eligible for maternity leave pay a parental leave allowance equivalent to eight (8) weeks ordinary pay.

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

**23.3.3** One weeks paid paternity leave may be taken, within one month of the birth of a child.

### **23.4 Right to request**

#### **23.4.1 Simultaneous Leave**

- a) Subject to **23.4.1 b)**, an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.

- b) An application under **23.4.1 a)** must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

#### **23.4.2 Part Time Work**

- a) Subject to **23.4.2 b)**, an Employee, entitled to parental leave pursuant to the provisions of the Act, may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.
- b) An application pursuant to **23.4.2 a)** must be made as soon as possible but no less than twenty (20) weeks prior to the date upon which the Employee is due to return to work from parental leave.

#### **23.4.3 Request to be considered**

- (a) The Employer shall consider any request made pursuant to **23.4.1**, **23.4.2** or **23.4.3** having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (b) An Employee's request and the Employer's decision made pursuant to **23.4.1**, **23.4.2** or **23.4.3** must be recorded in writing.

### **23.5 Ordinary maternity leave**

**23.5.1** An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Employee:

- a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate).
- b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice should be provided ten (10) weeks before the first day of the intended continuous period of leave and must be provided no later than four (4) weeks.

**23.5.2** When the Employee gives notice under **23.5.1 b)** the Employee must also provide a statutory declaration stating the following:

- the particulars of any period of paternity leave sought or taken by her spouse;
- that the Employee intends to be the child's primary care-giver at all times while on ordinary maternity leave; and
- that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

**23.5.3** An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason.

- 23.5.4** Subject to clause **23.2.1** hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.
- 23.5.5** Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.
- 23.5.6** The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to **23.5.5** within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.
- 23.5.7** Where the Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

## **23.6 Special maternity leave**

- 23.6.1** Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 23.6.2** Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 23.6.3** Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.
- 23.6.4** Where leave is granted under clause **23.5.4**, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 23.6.5** A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 23.6.6** An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.
- 23.6.7** An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:

- a) a medical certificate from a medical practitioner containing the following statements:
  - that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
  - what the expected date of birth would have been if the pregnancy had gone to full term;
  - that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
  - that the Employee is, was, or will be unfit for work during a stated period.
- b) a statutory declaration made by the Employee containing the following statements:
  - that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
  - the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
  - that the Employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.

**23.6.8** The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

**23.6.9** An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.

**23.6.10** An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

## **23.7 Paternity leave**

**23.7.1** An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Employee:

- a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or
- b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Employee to comply with **23.7.1 a)** because of the premature birth of the child or any other compelling reason; and
- c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of short paternity leave, with the

application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

**23.7.2** An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The Employee must provide the Employer with a statutory declaration no later than 10 weeks prior to the first day of the intended period of leave stating:

- he will take that period of long paternity leave to become the primary care-giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**23.7.3** The Employee will not be in breach of **23.7.2** if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## **23.8 Adoption leave**

**23.8.1** An Employee must give written notice to his or her Employer of the Employee's intention to apply for adoption leave as soon as reasonably practicable after receiving notice (a *placement approval notice*) of the approval of the placement of an eligible child with the Employee.

**23.8.2** An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as reasonably practicable after receiving notice (a *placement notice*) of the expected day.

**23.8.3** An Employee must give written notice to his or her Employer of the first and last days of the periods of short and adoption leave (or of either type of leave) that the Employee intends to apply for because of the placement:

- a) if the Employee receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice – before the end of that 8-week period; or
- b) if the Employee receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

**23.8.4** A notice under **23.8.1**, **23.8.2** or **23.8.3** must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

**23.8.5** An Employee must provide a written application to his or her Employer for short adoption leave, stating the first and last dates of the period no later than 14 days before the proposed day of placement of the child. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of short adoption leave.

**23.8.6** An Employee must provide a written application to his or her Employer for adoption leave, stating the first and last dates of the period no later than 15 weeks before the first day of the proposed continuous period of leave including (or

constituted by) the adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of adoption leave.

**23.8.7** The Employee must also give his or her Employer the following documents:

- a) a statement from the adoption agency of the day when the placement is expected to start, and
- b) a statutory declaration made by the Employee stating
  - whether the Employee is taking short adoption leave, adoption leave or both;
  - the first and last days of the period or periods of leave to be taken;
  - that the child is an eligible child;
  - that the Employee intends to be the primary care-giver at all times while on the adoption leave
  - that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.

**23.8.8** An Employee may take:

- a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
- b) adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.

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

### **23.9 Parental leave and other entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 104 weeks or a longer period as agreed under clause **23.4.2**.

### **23.10 Transfer to a safe job**

**23.10.1** Subject to **23.10.2** and **23.10.3**, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

**23.10.2** This subclause applies to an Employee if

- a) the Employee is entitled to ordinary maternity leave; and

- b) the Employee has already complied with the documentation requirements under **23.5**; and
- c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
  - (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position.

**23.10.3** If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:

- a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in **23.10.4 b)**; or
- b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in **23.10.4 b)**.

**23.10.4** If the Employee takes paid leave under **23.10.3**:

- a) the entitlement to leave is in addition to any other leave entitlement she has; and
- b) the period of leave ends at the earliest of whichever of the following times is applicable:
  - (i) the end of the period stated in the medical certificate;
  - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;
  - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

## **23.11 Variation of period of ordinary maternity leave, paternity leave or adoption leave**

**23.11.1** Subject to the relevant provisions of the Act, where an Employee has commenced a period of parental leave, the Employee may further extend the period of ordinary parental leave with 2 weeks notice within the first 12 months. It is the Employer's preference that the Employee notify of his/her intention to extend a period of parental leave at least twenty (20) weeks prior to the expiration of the leave where practicable.

**23.11.2** Where an employee elects to take a period of parental leave greater than 12 months but less than 104 weeks and wishes to extend this period up to a maximum of 104 weeks the Employer requires that the Employee notify of his/her intention to extend the period of parental leave at least twenty (20) weeks prior to the expiration of the leave.

**23.11.3** Subject to the relevant provisions of the Act, where an Employee has commenced a period of parental leave, the Employee may further extend the period of ordinary parental leave beyond 24 months by agreement with the Employer. The Employee must notify of his/her intention to extend a period of parental leave at least twenty (20) weeks prior to the expiration of the leave.

**23.11.4** Subject to the relevant provisions of the Act, the period of ordinary maternity leave, paternity leave or adoption leave may be shortened by written agreement between the Employer and the Employee.

**23.11.5** To avoid doubt, this subclause does not apply to the right to request provision in **23.4.2**.

### **23.12 Returning to work after a period of parental leave**

**23.12.1** Notification of the Employee's intention to return to work from an initial 12 month period of parental leave must not be less than four (4) weeks prior to the expiration of the leave in accordance with the Act. It is the Employer's preference that the Employee notify of his/her intention to return to work after this period of parental leave at least twenty (20) weeks prior to the expiration of the leave where practicable.

Where an employee is returning from a period of parental leave greater than 12 months he or she is required to provide 20 weeks notice of his or her intention.

**23.12.2** An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause **23.10**, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction.

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

**23.12.4** For the purposes of this clause, **position** includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

### **23.13 Replacement Employees**

**23.13.1** A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

**23.13.2** Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

### **23.14 Communication during parental leave**

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

- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

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

**23.14.3** The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **23.14.1**.

## **24.0 LONG SERVICE LEAVE**

**24.1** An Employee is entitled to long service leave. The *Long Service Leave Act 1992* (Vic.), as amended from time to time specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.

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

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

**24.4** Long Service Leave for Teachers and School Assistants in receipt of school holidays shall normally be taken in term lengths and ordinarily be taken within twenty four months of entitlements falling due following ten years of service. The decision should be made on balance between the school's operational requirements and the individual's needs.

**24.5** For Non-teaching Staff long service leave entitlements shall be used in not more than three parts, and shall ordinarily be taken within twenty four months of entitlements falling due following 10 years of employment.

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

### **24.7 Illness on long service leave**

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

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

**24.7.3** The Employee's application:

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

long service leave as planned with the period of illness increasing the Employee's accrued long service leave entitlement.

#### **24.8 Mode of Employment and Payment**

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

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

**24.8.3** Long service leave will be paid if staff are made redundant and if a staff member has had seven years continuous employment. A lump sum long service leave payment will be made in conjunction with the redundancy payment.

#### **24.9 Term of Leave**

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

### **25.0 STUDY, EXAM AND QUALIFICATION CONFERRAL LEAVE**

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

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

### **26.0 PROFESSIONAL DEVELOPMENT**

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

**26.2** In conjunction with clause **33.7.1**, in addition to professional development conducted throughout the year Teachers are required to attend up to three (3) days of professional development during the mid-year Non Attendance Time break, either adjacent to the beginning or the end of the term break. The School will notify all Teachers of scheduled professional development days at least 6 months in advance. Further attendance during a period of Non Attendance Time may be mutually agreed between the School and the individual Teacher.

**26.3** It is the School's expectation that all Teachers will attend staff professional development days. The general expectation is that part-time staff will attend these days and the School make endeavours to provide appropriate recognition of attendance.

**26.4** In addition to professional development conducted throughout the year School Assistants,

ELC Assistants and Non-teaching Staff are required to attend up to three (3) days of professional development during the mid-year break, either adjacent to the beginning or the end of the term break. The number of days of attendance is at the discretion of the Principal. The School will notify all Staff of scheduled professional development days at least 6 months in advance. The general expectation is that part-time staff will attend these days and the School make endeavours to provide appropriate recognition of attendance. If staff are required to work when they would ordinarily be on leave then they will be paid at their hourly rate of pay or be provided time in lieu to attend the training days.

## **27.0 KILVINGTON APPRECIATION PAYMENT**

- 27.1** The Employer will pay a Kilvington Appreciation Payment to all Employees in lieu of annual leave loading, excluding Casual Employees.
- 27.2** The payment will be a minimum of 1.5% of salary payable annually in each December.
- 27.3** An Employee who ceases employment at Kilvington prior to the commencement of third term in a particular school year will have no entitlement to this payment.
- 27.4** An employee who qualifies for an Appreciation Allowance under clause **27.3** will be paid as follows:

$$\left\{ \text{Earned Salary for the Year} \times 1.5\% \right\}$$

## **28.0 CAMP ALLOWANCE**

An Employee who is required to stay overnight at a school camp is entitled to receive an allowance of \$50.00 per night.

## **29.0 ACCIDENT MAKE-UP PAY**

- 29.1** Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act* 1985 (Vic), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 29.2** If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Accident Compensation Act* 1985 (Vic.), then the Employee:
- a) is not entitled to accrue any of the following entitlements under this Agreement or under the *Workplace Relations Act* 1996 (Cth.), where relevant, for the duration of any such absence:
    - annual leave
    - paid personal/carer's leave
  - b) is not entitled to any payment or benefit in respect of any Non Attendance Time or School Holidays, where such entitlement applies, which fall during the period that the Employee is in receipt of weekly payments under *Accident Compensation Act* 1985 (Vic.),

**29.3** In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the Accident Compensation Act 1985 (Vic.), has an entitlement to annual leave during a shutdown period, the compensation payments will cease and the Employee may take the accrued annual leave entitlement upon discussion with the Principal.

**29.4** For the purposes of **29.3**, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

### **30.0 EMPLOYEE DISCOUNT ON KILVINGTON FEES**

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

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

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

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

### **31.0 TERMINATION OF EMPLOYMENT**

#### **31.1 Termination procedures**

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

- a) Summary dismissal relates to those circumstances where the behaviour of the Employee is deemed to be serious misconduct where termination without notice is warranted.
- b) Due process relates to those circumstances where the Employee is not performing to required standards, is unsuitable for the role or has engaged in misconduct.

#### **31.2 Due Process**

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

Due process will not apply to Employees within the Qualifying Period as specified in **10.0**.

- a) Due process will commence with the Principal advising the Employee in writing of:
  - Kilvington's concerns with the conduct or performance of the Employee;
  - The time, date, and place of the first due process meeting;
  - The right of the Employee to be accompanied by a nominee of his or her choice at all due process meetings;
  - Kilvington's right to terminate the employment of the Employee should due process not resolve Kilvington's concerns.

b) Due Process meeting will:

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

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

### **31.3 Summary Dismissal**

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

### **31.4 Notice of Termination - Teachers**

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

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

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

**31.4.3** Payment in lieu of notice is calculated by taking the amount of salary a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

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

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

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

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

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

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

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

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

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

## **31.6 Statement of service**

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

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

## **31.7 Withholding of Monies**

**31.7.1** Subject to clause **31.7.2** and the financial obligation imposed on an Employer by any Act, in the event that an Employee does not provide the full notice required by **31.4** or **31.5** or part thereof, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

**31.7.2** Clause **31.7.1** does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Australian Fair Pay and Conditions Standard as prescribed by the Act.

**31.7.3** For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee upon termination of employment from sources including (but not limited to) the following:

- (a) unpaid salary or wages, to the extent to which such entitlements exceed the Employees basic periodic rate of pay,
- (b) any entitlement to a pro rata payment for School Holidays;
- (c) any entitlement to a pro rata payment of long service leave (notwithstanding any inconsistent provision of the Long Service Leave Act 1992 (Vic.); and
- (d) any amounts owing to the Employee for an unpaid bonus or allowance.

**31.7.4** For the purpose of this clause, the Employer and the Employee agree that the basic periodic rate of pay may be satisfied over a period of 12 months.

## **32.0 REDUNDANCY**

### **32.1 Discussion before termination**

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

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

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

### **32.2 Transfer to lower paid duties**

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

### **32.3 Severance Pay**

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

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year but less than 2 years	1 month's pay
2 years but less than 3 years	1.5 month's pay
3 years but less than 4 years	1.75 month's pay
4 years but less than 7 years	2 month's pay
7 years but less than 10 years	2.5 month's pay
10 years and over	1.3 week's pay for each completed year of service

For the purposes of this clause, continuous service shall be calculated to include all service for which paid leave was applicable but shall not include any period of unpaid leave except at the discretion of Kilvington.

### **32.4 Leaving during notice**

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

### **32.5 Alternative employment**

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

## **32.6 Time off during notice period**

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

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

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

## **32.7 Exemptions**

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

## **PART 3      CONDITIONS OF EMPLOYMENT FOR SPECIFIC EMPLOYEES**

### **33.0    TEACHERS**

#### **33.1    SALARY AND CLASSIFICATIONS**

- 33.1.1**    The salary scale for Teachers is set out in Schedule 1.
- 33.1.2**    The classification structure for Teachers is set out in Appendix 1.
- 33.1.3**    To the extent necessary, the Employer and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months and includes the salary and any allowances payable under clause **33.3** and Schedule 1.
- 33.1.4**    The salary specified in Schedule 1 and any allowance payable under clause **33.3** where applicable, is in compensation for all hours worked under this Agreement.

#### **33.2    PROGRESSION THROUGH SALARY LEVELS**

- 33.2.1**    The opportunity to access Level 11 will be available after a minimum of one year at Level 10.
- 33.2.2**    Discussion of an application to progress to Level 11 is by interview with the Principal and/or manager, after which a decision will be made and communicated to the applicant.
- 33.2.3**    An issue regarding eligibility shall, in the first instance, be referred to a committee consisting of the Principal, a nominee of the Principal, the Employee and a representative nominated by the Employee. Should the committee be unable to support the progression (e.g. where two members cannot support the promotion) the Employee will be advised, in writing, of the necessary steps to be taken to support a future progression to Level 11.
- 33.2.4**    Criteria for Level 11 will be evaluated and updated on an ongoing basis, in agreement with staff.

#### **33.3    MASTER TEACHER**

- 33.3.1**    A Master Teacher will meet all the requirements of a Level 11 Teacher and on application to the Principal will demonstrate advanced levels of professional knowledge, practice and engagement. It is incumbent on the Master Teacher that high levels of modelling, sharing, leadership and staff development be demonstrated. Detailed criteria and indicators are provided for potential applicants in the Staff Handbook. The advancement to Master Teacher will be at the sole discretion of the Principal.
- 33.3.2**    Where the Master Teacher holds another responsibility allowance, the final salary will be determined by negotiation with the Principal.

#### **33.4    RESPONSIBILITY ALLOWANCES**

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

Where the position of responsibility is shared, then payment may also be shared. (*All Role*

*Statements in regard to these positions are found in the Staff Handbook.)*

### **33.5 PASTORAL CARE AND CO-CURRICULAR INVOLVEMENT**

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

### **33.6 HOURS OF WORK**

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

### **33.7 NON ATTENDANCE TIME**

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

**33.7.2** Non Attendance Time is not a period of authorised leave for the purpose of the Act.

**33.7.3** Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in **33.7.4**.

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

$$\left\{ \frac{\text{Number of weeks of a Teacher's Attendance Time}}{\text{Total number of School's Attendance Time}} \times \text{Non Attendance Time} \right\} - \text{Non Attendance Time weeks already taken}$$

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

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

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

**33.7.8** Outside assistance, such as Casual Relief Teachers (“CRT”) will be provided in the event of a prolonged absence.

### **33.8 ANNUAL LEAVE**

**33.8.1** Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act) as amended from time to time, except where more favourable terms are provided in this Agreement.

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

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

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

### **33.9 REPLACEMENT DUTIES**

**33.9.1** All teaching staff are expected to take extras classes or duties, with no Full Time Teacher expected to take more than 12.5 hours per semester. Part Time Teachers would undertake such extras classes or duties on a pro-rata basis. An extra is defined as one session, 60 minutes.

**33.9.2** If an Employee is required to cover a staff member’s yard duty (lunchtime, recess, before school and after school) then it is deemed to be one half of one session.

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

### **34.0 ASSISTANTS**

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

### **34.1 SALARY AND CLASSIFICATIONS**

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

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

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

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

**34.1.5** To the extent necessary, the Employer and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.

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

## **34.2 HOURS OF WORK**

**34.2.1** The ordinary hours of work for a Full Time Assistant will be 38 hours per week. For an ELC Assistant the ordinary hours of work may be performed from 7.00 a.m. to 6 p.m. Monday to Friday.

**34.2.2** The ordinary hours of work may be averaged over a 12 month period.

## **34.3 MEAL ALLOWANCES AND BREAKS FOR ELC ASSISTANTS**

**34.3.1** The Employer will supply an ELC Assistant with a meal should the Employer require the Employee to remain at school continuously until after 6 p.m. on any day, or where the ELC Assistant is required to work in excess of 9 hours on any given day.

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

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

## **34.4 ANNUAL LEAVE**

**34.4.1** Assistants are entitled to annual leave in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act) as amended from time to time, except where more favourable terms are provided by this Agreement.

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

## **34.5 SCHOOL HOLIDAYS**

**34.5.1** An Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.

**34.5.2** The salary for a School Assistant in Schedule 2 takes this period of additional leave into account.

**34.5.3** A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

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

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

## **35.0 NON-TEACHING STAFF**

### **35.1 SALARY AND CLASSIFICATIONS**

- 35.1.1** The salary scale for Non-teaching Staff is set out in Schedule 4.
- 35.1.2** The Indicative Duties Framework for the classification structure consists of six levels and is set out in Appendix 4. The salary structure is based on a 38 hour week. All Employees will be advanced to the next scale within their classification level on 1 February of each year for the duration of the Agreement. Changes to grade and salaries will be provided to each Employee in writing.
- 35.1.3** To the extent necessary, the Employer and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.
- 35.1.4** The salary specified in Schedule 4 is in compensation for all hours worked under this Agreement.

### **35.2 HOURS OF WORK**

- 35.2.1** The ordinary hours of work for a Full Time Non-teaching Employee will be 38 hours per week.
- 35.2.2** The ordinary hours of work may be averaged over a 12 month period.
- 35.2.3** For Grounds and Maintenance staff the ordinary hours of work will be between 6 a.m. to 6.30 p.m., Monday-Friday inclusive.
- 35.2.4** For Before and After School staff the ordinary hours of work will be between 6.30 a.m. to 6.30 p.m. Monday and Friday inclusive.

### **35.3 MEAL ALLOWANCES AND BREAKS FOR GROUNDS & MAINTENANCE STAFF**

- 35.3.1** The Employer will supply Grounds and Maintenance Staff a meal should the Employer require the Employee to remain at school continuously until after 6 p.m. on any day.
- 35.3.2** A paid morning break of 10 minutes or they may negotiate to finish work 10 minutes early.
- 35.3.3** An unpaid meal break of at least 30 minutes during the day.

### **35.4 MEAL ALLOWANCE AND BREAKS FOR BEFORE/AFTER CARE STAFF**

- 35.4.1** The Employer will supply a Before/After Care Employee with a meal should the Employer require the Employee to remain at school until after 7 p.m. on any day, or in the event that it is unreasonable for the person to return home.
- 35.4.2** A paid morning and afternoon break of 10 minutes.
- 35.4.3** An unpaid meal break of at least 30 minutes within the first five hours of work.

### **35.5 ANNUAL LEAVE**

- 35.5.1** Non-teaching Staff are entitled to annual leave in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act) as amended from time to time, except where more favourable terms are provided by this Agreement.

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

## **35.6 ADDITIONAL LEAVE**

**35.6.1** The Employer may engage and require a Non-teaching Employee to work the School's term weeks with periods of School Holidays to be taken as 'additional leave'.

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

**35.6.3** A Non-teaching Employee is entitled to public holidays that fall during this period of additional leave.

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

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

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3} \right\} - \text{School Holidays already paid}$$

## **35.7 REPLACEMENT DUTIES**

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

## **35.8 FIRST AID ALLOWANCE**

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

**KILVINGTON GIRLS GRAMMAR LTD**

ABN 79 1117 529 932

\_\_\_\_\_  
Principal

Address

\_\_\_\_\_

Authority to Sign

In the presence of

\_\_\_\_\_  
Witness

The Staff of KILVINGTON GIRLS GRAMMAR  
LTD

\_\_\_\_\_  
Name in Print

Address

\_\_\_\_\_

Authority to Sign

Signature

In the presence of

\_\_\_\_\_  
Witness

## APPENDIX 1

### CLASSIFICATION LEVELS FOR TEACHERS

#### 1.0 Teachers with Full and Provisional Registration

- 1.1 A Teacher holding a Full or Provisional Registration, who has a 4-year approved training course beyond secondary school and including teacher training will commence at Level 1, and subject to **1.3**, **4.0** and **5.0**, will progress to Level 10 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 1.2 A Teacher holding a Full or Provisional registration has a 3-year approved training course beyond secondary school and including teacher training will commence at Level 1 and subject to **2.2**, **4.0** and **5.0**, progress to Level 10 in annual increments on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 1.3 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

#### 2.0 Permission to Teach Teachers

- 2.1 A Permission to Teach Teacher will be paid not less than Level 1.
- 2.2 Where a Permission to Teach Teacher received Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided the reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

#### 3.0 Annual Performance Reviews

The review process is to be seen as a process that assists individuals' development and learning for growth.

- 3.1 All Kilvington staff will participate in regular reviews.
- 3.2 The reviews will be based on the individual staff members balanced scorecards taking into account the guidelines specified in section 5.
- 3.3 Reviews will be conducted in an interview with the Principal's nominee, the Deputy Principal and/or the Principal.
- 3.4 As the teacher satisfies the criteria, the teacher will progress to the next level on the anniversary of the teacher's teaching appointment or in the case of non-continuous service, after the completion of the equivalent of a school year.
- 3.5 The result of the review will be a revised scorecard with specific improvement criteria identified and agreement on proposed strategies, resources and timeframes.

#### **4.0 Annual Performance Review Guidelines**

Reviews for a teacher may include criteria developed in accordance with the following guidelines which are commensurate with the teacher's level of experience:

- knowledge of the curriculum, teaching methodology, teaching strategies, student learning processes and current educational trends;
- practical teaching skills in, inter alia, planning activities and presenting curriculum content, the areas of student and classroom management, and the identification and management of individual learning needs;
- demonstrate an understanding of curriculum by adapting teaching aids
- the development of constructive relationships with students in a classroom environment that is safe and supportive to the needs of individual students;
- the performance of all responsibilities in a professional manner which supports and implements the School's values, policies, goals and ethos; and
- support and encourage School initiatives in relationship and network building with education providers and the general school community and the demonstration of active participation in professional development.

#### **5.0 LEVEL 11**

**Definitions adjusted from the VIT "Interim standards of professional practice for full registration".**

Progression to Level 11 will be assessed on the demonstration of the following;

##### **5.1 PROFESSIONAL KNOWLEDGE:**

*In the domain of Professional Knowledge, a teacher applying for level 11 should demonstrate that she/he:*

- A good knowledge of the content/subject they teach
- A good knowledge of how to teach the content/subject
- A good knowledge of students and the factors which influence their learning

##### **5.2 PROFESSIONAL PRACTICE:**

*In the domain of Professional Practice, the teacher applying for level 11 should demonstrate that she/he:*

- Plans effectively
- Maintains a safe and challenging learning environment
- Engages students in effective learning
- Assesses programs and uses results for planning

##### **5.3 PROFESSIONAL ENGAGEMENT:**

*In the domain of Professional Engagement, the teacher applying for level 11 should demonstrate that she/he:*

- Works collegially with other staff
- Communicates effectively with parents
- Works reflectively
- Fulfils legal and professional responsibilities

## **5.4 INDICATORS:**

### **PROFESSIONAL KNOWLEDGE:**

- PK1** Familiarity with current Victorian curriculum statements and policies and those relevant to Kilvington
- PK2** Involvement in professional development activities related to teaching and learning at Kilvington – this may also involve leading professional development activities for teachers at Kilvington or beyond Kilvington
- PK3** Modification of teaching content and methodologies to cater for the needs of individual students
- PK4** Policy development related to teaching and learning  
Research into an aspect of teaching and learning
- PK5** Working with teachers, for example, work in literacy and numeracy; development of educational testing and assessment techniques; inclusive education
- PK6** Contribution to school curriculum teams and/or pastoral teams
- PK7** Co-curricular activities with students
- PK8** Development of ongoing profiles of classes incorporating progress, assessment files, markbooks

### **PROFESSIONAL PRACTICE:**

- PP1** Lesson plans/sequences of work demonstrating a range of activities, resources and materials to support learning
- PP2** Modification of teaching approaches to cater for individual differences between students
- PP3** Evidence of comprehensive on-going record keeping on student progress
- PP4** Examples of assessment tasks used to monitor students learning and refine teaching practice
- PP5** Examples of positive approaches to establishing classroom rules and protocols
- PP6** The development and/or delivery of programs and/or materials related to the teaching and learning environment, for example, middle years in-servicing; anti-bullying programs in schools

### **PROFESSIONAL ENGAGEMENT:**

- PE1** Team involvement or leadership, for example, curriculum teams, pastoral teams
- PE2** Active participation on committees such as curriculum, Speech Night
- PE3** Published articles in professional journals or other publications
- PE4** Active participation in professional organisations/membership and contribution to inter-school networks and clusters
- PE5** Educational research
- PE6** Further study in a related area
- PE7** Mentoring of new teachers
- PE8** Supervision of student teachers
- PE9** Attendance at professional development activities and the preparation of individual plans for professional development
- PE10** Sharing (formally and informally) the knowledge from professional development activities
- PE11** Reflective notes – evaluation of work programs; notes in journal etc.

## APPENDIX 2

### CLASSIFICATION LEVELS FOR SCHOOL ASSISTANTS

#### 1.0 Classifying School Assistants

- 1.1 Positions for ancillary staff employed in libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.
- 1.2 With the exception of Grade 1A, gradings will be given on a basis of a comparison of the work performed in the position with the duties which are specified as “typical” at each of the grades. A position need not involve all the duties listed as “typical” of the grade nor are the typical duties the only ones which may be required.
- 1.3 Upon engagement, an Employer will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

#### 2.0 Grade 1

##### 2.1 Positions

Positions for which qualifications are not required:

- teacher aide
- library assistant
- laboratory assistant
- audio visual assistant

##### 2.2 Characteristics

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

##### 2.3 Typical duties

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

###### 2.3.1 Library assistant:

Provision of general assistance of a supportive nature for professional and para-professional library staff including:

- processing books (marking, covering, repairing and shelving)
- sorting catalogue cards
- accessioning
- recording library statistics
- participation in stocktaking
- assisting in preparing display and graphic material
- assisting with circulation systems
- following up overdue loans
- general typing and photocopying

###### 2.3.2 Audio-visual assistant

Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording.

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

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

### **3.0 Grade 1A**

#### **3.1 Characteristics**

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

#### **3.2 Positions**

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

#### **3.3 Typical duties**

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

##### **3.3.1** Teacher aide:

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

## 4.0 Grade 2

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

### 4.1 Positions

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

### 4.2 Characteristics

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

### 4.3 Typical duties

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

#### 4.3.1 Library technician

Performance of responsible tasks associated with the efficient operation of a library including such tasks as:

- assisting teachers and students to use the catalogue and/or locate books and resource material
- explaining the function and use of the library and library equipment to students
- under direction, assist teaching staff to take story groups
- searching and identifying fairly complex bibliographic material
- simple copy cataloguing
- filing catalogue cards
- organising inter-library loans
- answering ready-reference enquiries
- supervising dispatch and recovery of damaged books to/from commercial binders

#### 4.3.2 Audio-visual technician

Performing responsible tasks associated with the efficient operation of an audio-visual section including such tasks as:

- operating and maintaining a wide range of equipment
- demonstrating and explaining the operation of equipment
- providing general technical support for teaching staff
- reproducing materials by means of sound and photographic equipment, etc
- evaluating and making recommendations for purchase

#### 4.3.3 Laboratory technician

Performing responsible tasks associated with the efficient operation of the laboratory/s including such tasks as:

- manufacturing and servicing equipment
- implementing measures for proper storage control and handling or disposal of dangerous or toxic substances
- culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances
- ordering supplies and materials

- 4.3.4 Teacher Aide**
- Participate in team meetings
  - Observe students and draw the attention of the teacher to them when necessary
  - Participate in the monitoring and evaluation of programs and student involvement
  - Assist with communication between teachers and non-English speaking parents/students
  - Demonstrate an understanding of curriculum by adapting teaching aids.

## **5.0 Grade 3**

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

### **5.1 Positions**

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

### **5.2 Characteristics**

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

### **5.3 Typical duties**

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

#### **5.3.1 Senior library technician/librarian**

Performing responsible tasks associated with the efficient operation of a library such as:

- preparing descriptive cataloguing for library materials
- supervising the operation of circulation systems
- answering reference and information enquiries other than ready reference
- assisting in evaluating and selecting equipment and supplies
- providing guidance in the use of information systems
- supervising staff
- arranging in-service training of para-professional and unqualified staff where appropriate
- in-charge of an identifiable functional unit (e.g. audio-visual)
- selection and ordering of periodicals
- liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external material.

**5.3.2 Senior A/V technician/laboratory manager**  
Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower level positions, and in addition some or all of the following:

- production of resource material, e.g. multi media kits, video and film clips
- teaching skills to teachers and individual students
- maintaining security of equipment and materials
- budgeting
- liaison with heads of department on curriculum
- organising resources material
- developing borrowing strategies
- supervising staff

**5.3.3 Senior laboratory technician/laboratory manager**  
Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower level positions and in addition some or all of the following:

- provision of technical assistance and advice as requested
- assist in the planning and organisation of laboratories and field work
- supervision of staff
- testing of experiments
- demonstrating experiments (with teaching staff)
- responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances

**5.3.4 Teacher Aide**

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

## **6.0 Grade 4**

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

## **7.0 Grade 5**

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

## **8.0 Reclassification**

On application or as part of an annual review, the School Assistant or Information Technology Employee may apply for a re-classification at a higher classification level. Such an application may be granted at the discretion of the Principal where an Employee can demonstrate any of the following;

- an increase in the skill and/or knowledge requirements of the role;
- an increase in responsibility for outcomes of duties undertaken; or
- an increase in decision making to carry out particular tasks.

## APPENDIX 3

### CLASSIFICATION LEVELS FOR ELC ASSISTANTS

#### 1.0 Levels

To have a comprehensive knowledge of the Children's Services Regulations 1998 and the Children's Services Act 1996 and adhere to its requirements at all times.

To have a good understanding of the policies and procedures of the Employer and assist in their implementation. To have the ability to take direction.

#### 1.1 Level 1

Under direct supervision:

- 1.1.1 Assist in the implementation of the daily routine
- 1.1.2 Have a good understanding of and participate when required in emergency procedures.
- 1.1.3 Assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities.
- 1.1.4 Attend to the physical, social and emotional needs of children on an individual and group basis.
- 1.1.5 Achieve a warm and friendly relationship with children that is supportive and responsive to their needs.
- 1.1.6 Assist in developing good relations with families attending the service.
- 1.1.7 Work positively and appropriately with all staff and parents, individual committee members and the Employer in the provision of services.

#### 1.2 Level 2

Under general supervision, to undertake all tasks of preceding level as required plus:

- 1.2.1 Complete routine tasks and activities without constant direction.
- 1.2.2 To have an understanding of and contribute to the development and implementation of the program planned for the children.
- 1.2.3 To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

#### 1.3 Level 3

Under limited supervision, to undertake all tasks of preceding levels as required plus:

- 1.3.1 Undertake general observation of children, and report findings to the kindergarten teacher as appropriate.
- 1.3.2 Assist in working with individuals and small groups of children, both spontaneous and organized.
- 1.3.3 Encourage parents to participate in the program and the service's activities.
- 1.3.4 To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

#### 1.4 Level 4

Under limited supervision, to undertake all tasks of preceding levels as required plus:

- 1.4.1 Foster play and cognitive development in children.
- 1.4.2 Work with individual children and with both small and large groups of children.

- 1.4.3 Assist in taking observations of children.
- 1.4.4 To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

## **1.5 Level 5**

Under occasional supervision, to undertake all tasks of preceding levels as required plus:

- 1.5.1 Undertake written observations of children as required.
- 1.5.2 Liaise, under direction with parents around issues concerning their individual children and general kindergarten matters as required.
- 1.5.3 To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

## **1.6 Level 6**

Under occasional supervision, to undertake all tasks of preceding levels as required plus:

- 1.6.1 Undertake detailed written observations of children as required.
- 1.6.2 Use observations and records to actively assist in the development and implementation of aspects of the program as required.
- 1.6.3 To have undertaken appropriate professional development related to work which may include on-the-job and/or off-site support.

## **2.0 Reclassification and Progression**

2.1 On application or as part of an annual review, the ELC Assistant may apply for a re-classification at a higher classification level. Such an application may be granted at the discretion of the Principal where an ELC Assistant can demonstrate any of the following;

- an increase in the skill and/or knowledge requirements of the role;
- an increase in responsibility for outcomes of duties undertaken; or
- an increase in decision making to carry out particular tasks.

2.2 Progression from one level to the next within a classification is subject to a childcare worker meeting the following criteria:

- competency at the existing level;
- twelve months experience at that level and in-service training as required;
- demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

2.3 Where an Employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her incremental progression may be deferred for periods of three months at a time provided that:

- the Employee is notified in writing as to the reasons for the deferral;
- the Employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
- following any deferral, the Employee is provided with the necessary training in order to advance to the next level.

2.4 Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the Employee to have met the

requirements under Clause 12.2.1 above, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

## **2.5 Incremental Progression**

Incremental progression to the next pay point level may be accelerated if:

- an Employee has achieved competency at his/her existing level,
- has demonstrated an ability to acquire the skills necessary to progress to the next pay point level prior to the completion of twelve months at his/her existing level.

Either the Employer or the Employee may seek to implement accelerated advancement. It is the Employer's responsibility to determine whether the accelerated advancement is appropriate.

## APPENDIX 4

### CLASSIFICATION LEVELS FOR NON-TEACHING STAFF

#### 1.0 Indicative Duties Framework

Jobs are classified through a relative measurement of:

- Skills and knowledge requirements;
- Responsibility for outcomes; and
- Autonomy of actions and decision making in carrying out particular tasks.

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

On application or as part of an annual review, the Non-teaching Employee may apply for a re-classification at a higher classification level. Such an application may be granted at the discretion of the Principal where a Non-teaching Employee can demonstrate any of the following;

- an increase in the skill and/or knowledge requirements of the role;
- an increase in responsibility for outcomes of duties undertaken; or
- an increase in decision making to carry out particular tasks.

#### 2.0 Administration and Building & Ground Maintenance Staff

##### 2.1 Level 1

##### 2.1.1 General Work Description:

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

##### 2.1.2 Qualifications and Experience:

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

##### 2.1.3 Supervision

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

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

#### **2.1.4 Work Requirements**

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

##### **a) Administration**

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

##### **b) Grounds and Building Maintenance**

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

## **2.2 Level 2**

### **2.2.1 General Work Description**

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

### **2.2.2 Qualifications and Experience**

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

### **2.2.3 Supervision**

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

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

#### **2.2.4 Work Requirements**

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

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

##### **a) Administration**

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

##### **b) Grounds and Building Maintenance**

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

### **2.3 Level 3**

#### **2.3.1 General Work Description**

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

#### **2.3.2 Qualifications and Experience**

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

### **2.3.3 Supervision**

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

### **2.3.4 Work Requirements**

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

#### **a) Administration**

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

#### **b) Grounds and Building Maintenance**

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

## **2.4 Level 4**

### **2.4.1 General Work Description**

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

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

## **2.4.2 Qualifications and Experience**

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

## **2.4.3 Supervision**

- (a) The Employee receives limited direction, such as instruction in the form of the required objectives, and has work measured in terms of the achievement of stated objectives. The Employee is competent and experienced in a technical sense and requires little guidance during the performance of work. The Employee is required to use initiative, exercise discretion and perform work to a high level.
- (b) The Employee would normally be responsible to the Principal or Principal's delegate and may be required to supervise Level 1 to 3 Employees (or equivalent). The Employee is responsible for the allocation of work, coordinating workflow, checking the progress of work, the quality of work and problem-solving.

## **2.4.4 Work Requirements**

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

### **a) Administration**

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

### **b) Grounds and Building Maintenance**

- Project manage small to medium sized capital works projects

- Management of the building or grounds annual financial budget
- Supervise a number of staff or manage another area of responsibility such as security or cleaning and waste disposal.

## **2.5 Level 5**

### **2.5.1 General Work Description**

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

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

The Employee is responsible for:

- Day-to-day management and supervision of staff (if applicable) within the work area
- Providing key support and timely advice to the Principal, Principal's delegate/s or governing body

Effective liaison on behalf of the School, including with the school community, government departments/agencies and service providers;

- Developing procedures/guidelines relating to school operations;
- Establishing work practices for support staff;
- Providing advice and counselling to subordinate staff on matters such as professional development, work performance and related matters;
- Meeting specific operational objectives;
- Providing authoritative policy advice on the School's operations.

### **2.5.2 Qualifications and Experience**

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

### **2.5.3 Supervision**

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

### **2.5.4 Work Requirements**

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

#### **a) Administration**

- In consultation with the Principal or Principal's delegate, determining and managing the work priorities of administrative support Employees;

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

## **2.6 Level 6**

### **2.6.1 General Work Description**

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

The Employee is responsible for:

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

### **2.6.2 Qualifications**

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

### **2.6.3 Supervision**

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

## **2.6.4 Work Requirements**

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

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

## **3.0 Information Technology Classification & Levels**

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

### **3.1 Level 1 Graduate Information Technology Employee**

- 3.1.1** An Employee at this level undertakes tier 1 support tasks of limited scope and complexity, such as initial fault finding and gathering fault symptoms.
- 3.1.2** Works under supervision from a higher level Employee to implement standard fault resolution procedures. The Employee may exercise individual judgement in the application and methods, however work to be monitored and periodically reviewed.
- 3.1.3** Local training and experience enable the Employee to develop increased responsibility and progressively apply greater initiative.
- 3.1.4** While assisting more senior Employees they may draw upon individual initiative to provide analysis and use advanced techniques to provide new solutions for more complex tasks.
- 3.1.5** With professional development the Employee will contribute to common projects and may check work carried out by other members of the project team.

### **3.2 Level 2 Experienced Information Technology Employee**

- 3.2.1** An Employee at this level plans and performs work without detailed supervision but will follow standard operating procedures developed by a higher level Employee. These will usually be projects that require substantial professional experience and responsibility.
- 3.2.2** Work is carried out within broad guidelines however where necessary for more advanced projects the Employee may seek professional guidance before attempting an unusual task.
- 3.2.3** Work on projects with combined technical staff will be undertaken as directed by a higher level Employee.

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

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

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

- 3.3.1 The Employee may make some original contribution or apply new professional approaches and techniques to the design or development of equipment or products.
- 3.3.2 Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. He/she makes responsible decisions on matters assigned, including the establishment of professional standards and procedures. He/she consults, recommends and advises in specialty areas.
- 3.3.3 Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary cooperation with other units. Informed professional guidance may be available.
- 3.3.4 The Employee outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.
- 3.3.5 The Employee is responsible for the creation and maintenance of network user accounts and database
- 3.3.6 The Employee provides timely and effective ICT support and individual and group training for staff and students.

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

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

An Employee at this level:

- initiates or participates in short or long range planning and makes independent decisions on professional engineering or professional information technology policies and procedures within an overall program;
  - gives technical advice to management and operating departments;
  - may take detailed technical responsibility for product development and provision of specialised professional engineering or professional information technology systems, facilities and functions;
  - coordinates work programs; and
  - directs or advises on the use of equipment and materials.
- 3.4.1 An Employee at this level makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful

accomplishment of assigned projects, and may make recommendations involving large sums or long range objectives.

- 3.4.2** Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.
- 3.4.3** The Employee supervises other Information Technology Employees and other staff, or exercises authority and technical control over a group of professional staff. In both instances, he/she is engaged in complex professional engineering or professional information technology applications.
- 3.4.4** The Employee manages the School's ICT Network including, coordination of the installation and maintenance of hardware, firmware and software systems to ensure the continued operation of the school network and servers.
- 3.4.5** The Employee installs and maintains the operating system, network and application software, including standard and custom applications on desktop and laptop computers for network clients.
- 3.4.6** The Employee assists with the development of plans and or policies which support the objectives of systems, equipment and software installation and maintenance.
- 3.4.7** The Employee procures workstations, laptops, servers and local networking and computing equipment.
- 3.4.8** The Employee monitors performance and efficiency of equipment, software and systems.

#### **4.0 Before/After School Care Staff (Children's Services)**

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

##### **4.1 Level 1**

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

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

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

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

## **4.2 Level 2**

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

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

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

## **4.3 Level 3**

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

- assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups;
- responsible for recording observations of individual children or groups for program planning purposes for qualified staff;
- under direction, work with individual children with particular needs;
- assist in the direction of untrained staff;
- undertake and implement the requirements of quality assurance; and
- work in accordance with food safety regulations.

**4.3.2** An Employee at this level is entitled to incremental progression to pay Level 3-3. However, an Employee at this level who has completed an AQF Diploma in Children's Services or equivalent, and who demonstrates the application of skills and knowledge acquired beyond the competencies required for AQF Certificate III in the on-going performance of their work, must be paid no less than the rate prescribed for pay Level 3-4.

#### 4.4 Level 4

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

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

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

#### 4.5 Level 5

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

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

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

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

#### 4.6 Level 6 – Director

A **Director** is an Employee who holds:

- a relevant Degree; or
- an AQF Advanced Diploma; or
- a Diploma in Children's Services; or
- a Diploma in Out of Hours Care, or
- is a person possessing such experience, or holding such qualifications deemed by the Employer to be appropriate to the position;

and

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

#### **4.6.1 Director Level 1**

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

#### **4.6.2 Director Level 2**

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

#### **4.6.3 Director Level 3**

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

### **4.7 Preparation Time**

A qualified full-time Employee at Level 4 or above who is appointed by the Employer to be responsible for the planning and implementation of the planned programme for

the children in the Centre shall be entitled to two hours per week preparation time. Such time shall be taken at a time agreed by the Employer and shall be free from other duties.

## SCHEDULE 1

### SALARY LEVELS FOR TEACHERS

(Base rate exclusive of Kilvington Appreciation Allowance)

#### Teachers' Salary Increases – February, August 2008 and February 2009 (All Teachers, including ELC Teachers)

Old Agreement Level Number	New Level Number	\$ P.A. Rate at 01/02/08	\$ P.A. Rate at 01/08/08	\$ P.A. Rate at 01/02/09
	1		51,184	52,720
4	2	48,116	52,643	54,222
5	3	50,256	55,686	57,357
6	4	52,390	57,273	58,991
7	5	54,379	58,906	60,673
8	6	56,517	60,585	62,403
9	7	58,654	62,312	64,181
10	8	60,792	64,554	66,491
11	9	62,927	66,556	68,553
12	10	65,067	68,619	70,678
13	11	67,229	75,500	77,765
Master Teacher	Master Teacher	74,439	78,000	80,340

#### Responsibility Allowances

Position	Annual Allowance
<b>Band One</b> – Includes positions of responsibility which include managing students but not managing other staff members.	<b>\$1,000 to \$1,999</b>
<b>Band Two</b> – Includes positions of responsibility which occupy all or part of one or two terms each year or a position similar to those of Band Three but such that student numbers or staff involved are a fraction of those involved in Band Three.	<b>\$2,000 to \$2,999</b>
<b>Band Three</b> – Position of significant responsibility such as a responsibility of a major department.	<b>\$3,000 to \$4,999</b>
<b>Band Four</b> – Positions of significant responsibility such as a management or pastoral care position which includes management of a significant number of staff and/or students throughout the school year. This position may require some additional time commitment during the school holidays.	<b>\$5,000 to \$8,000</b>
It is at the Principal's discretion to pay above these band rates.	

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

#### Part-time Salary Calculation

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

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

#### Casual Rate

A Casual Teacher is entitled to 1/38<sup>th</sup> of the weekly rate appropriate to the Employee's classification rate plus a 20 per cent loading.

## SCHEDULE 2

### SALARY LEVELS FOR SCHOOL ASSISTANTS

(Base rate exclusive of Kilvington Appreciation Allowance)

(includes but is not limited to an Employee who is ancillary to the process of teaching and includes Library Assistant, Library Technician, Laboratory Technician, Teachers Aide, and Audio Visual Technician)

#### School Assistants' Salary Increases - February 2008 and February 2009

Grade	Years of Experience	A	A	B	B
		Rates P.A. at 01/02/08 For Staff <u>IN</u> Receipt of School Holidays \$	Rates P.A. at 01/02/09 For Staff <u>IN</u> Receipt of School Holidays \$	Rates P.A. at 01/02/08 For Staff in Receipt of 5 Weeks Annual Leave \$	Rates P.A. at 01/02/09 For Staff in Receipt of 5 Weeks Annual Leave \$
1	1	29,432	30,315	33,842	34,857
	2	30,216	31,122	34,744	35,786
	3	31,011	31,941	35,658	36,728
	4	31,760	32,713	36,519	37,615
	5	32,563	33,540	37,442	38,565
1A	1	33,428	34,431	38,437	39,590
	2	34,127	35,151	39,241	40,418
2	1	34,127	35,151	39,241	40,418
	2	34,910	35,957	40,141	41,345
	3	35,692	36,763	41,040	42,271
	4	36,339	37,429	41,784	43,038
	5	37,122	38,236	42,685	43,966
	6	38,006	39,146	43,701	45,012
3	1	38,006	39,146	43,701	45,012
	2	38,841	40,006	44,661	46,001
	3	39,653	40,843	45,595	46,963
	4	40,600	41,818	46,684	48,085
	5	41,540	42,786	47,765	49,198
	6	42,479	43,753	48,844	50,309
4	1	40,600	41,818	46,684	48,085
	2	41,540	42,786	47,765	49,198
	3	42,479	43,753	48,844	50,309
	4	43,426	44,729	49,933	51,431
	5	44,366	45,697	51,014	52,544
	6	45,308	46,667	52,097	53,660
5	N/A	45,308	46,667	52,097	53,660

Using Formula  $(52.18 - 8 + 1.2) \times$  Weekly Rate from Category B

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

#### Part-time Salary

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

#### Casual Rate

A Casual School Assistant is entitled to  $1/38^{\text{th}}$  of the weekly rate appropriate to the Employee's classification rate plus a 20 per cent loading.

### SCHEDULE 3

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

#### ELC Assistants Salary Increases – February, October 2008 and February 2009

Level	Salary P.A. At 01/02/08 \$	Salary P.A. At 01/10/08 \$	Salary P.A. At 01/02/09 \$
1	30,962	31,419	32,362
2	31,227	31,748	32,700
3	31,493	32,006	32,966
4	31,760	32,263	33,231
5	32,563	32,563	33,540
6	33,368	33,368	34,369

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

#### Part-time Salary

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

#### Casual Rate

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

#### Overtime

Where an ELC assistant performs additional hours outside their ordinary hours of work in lieu of overtime rates he or she will receive time off in lieu.

The timing and taking of time off in lieu shall be agreed with either the ELC Co-ordinator or Junior School Cluster Dean.

#### Span of Hours

For an ELC Assistant the ordinary hours of work may be between 7.00 a.m. to 6 p.m. Monday to Friday. ELC Assistants are not required to work Saturdays or Sundays.

**SCHEDULE 4**

**SALARY LEVELS FOR NON-TEACHING STAFF**

(Base rate exclusive of Kilvington Appreciation Allowance)

**Non-teaching Staff in receipt of 5 weeks' paid annual leave plus  
Christmas - New Year paid leave**

(includes but is not limited to those Employees employed to perform administrative duties including and all grounds and maintenance staff)

**Salary ranges for Category A Non-teaching Staff**

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Salary P.A. At 01/02/08 \$	Salary P.A. At 01/02/09 \$
1-1						32,300	33,269
1-2						34,858	35,904
1-3						35,506	36,571
	2-1					37,989	39,129
	2-2					38,740	39,902
	2-3	3-1				39,791	40,985
	2-4	3-2				41,990	43,250
		3-3	4-1			44,573	45,910
		3-4	4-2			47,158	48,573
		3-5	4-3			50,388	51,900
		3-6	4-4	5-1		52,972	54,561
			4-5	5-2	6-1	55,555	57,222
				5-3	6-2	58,784	60,548
				5-4	6-3	60,722	62,544
					6-4	61,500	63,345

**Salary ranges for Category B Non-teaching Staff in receipt of Additional Leave**

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Salary P.A. At 01/02/08 \$	Salary P.A. At 01/02/09 \$
1-1						28,091	28,934
1-2						30,315	31,224
1-3						30,879	31,805
	2-1					33,038	34,029
	2-2					33,691	34,702
	2-3	3-1				34,606	35,644
		3-1a				35,616	36,684
	2-4	3-2				36,518	37,614
		3-3	4-1			38,764	39,927
		3-4	4-2			41,012	42,242
		3-5	4-3			43,822	45,137
		3-6	4-4	5-1		46,069	47,451
		3-6a				47,877	49,313
			4-5	5-2	6-1	48,315	49,764
				5-3	6-2	51,123	52,657
				5-4	6-3	52,809	54,393
					6-4	53,485	55,090

Using Formula  $(52.18 - 8 + 1.2) \times$  Weekly Rate from Category A  
Levels 3-1a and 3-6a only apply to staff employed before 1/2/08

	<b>Annual Allowance</b>
<b>First Aid Allowance</b> (Clerical/Administration Staff only)	\$407.16 The allowance will be increased by CPI annually at the Principal's discretion.

**SCHEDULE 4 – SALARY LEVELS FOR NON-TEACHING STAFF Contd.**

**Salary ranges for Before/After School Care – October 2008 and February 2009**

(Children Services Award (Victoria) 2005)

(includes but is not limited to those Employees employed to perform before and after school care duties)

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Salary P.A. At 01/10/08 \$	Salary P.A. At 01/02/09 \$
1-1						29,349	30,229
	2-1					30,518	31,434
	2-2					31,609	32,557
		3-1				33,572	34,579
		3-2				34,762	35,805
		3-3				35,892	36,969
		3-4				37,934	39,072
			4-1			39,739	40,931
			4-2			40,353	41,564
			4-3			40,968	42,197
				5-1		41,603	42,851
				5-2		42,217	43,484
				5-3		42,832	44,117
				5-4		42,991	44,281
				5-5		45,308	46,667
					6-1	48,126	49,570
					6-2	48,741	50,203
					6-3	49,355	50,836
					6-4	51,239	52,776
					6-5	51,715	53,266
					6-6	52,350	53,921
					6-7	52,984	54,574
					6-8	53,599	55,207
					6-9	54,213	55,839

**Salary ranges for Junior Before/After School Care Staff**

(Rate based on Level 1 rate where brackets used)

Level	Year	Hourly Rate \$	Rate inc 25% loading \$
1	Under 17 years of age	\$8.60	10.75
(1 <sup>st</sup> Year)	Under 18 years of age	60% (\$8.79)	10.99
	Under 19 years of age	70% (10.26)	12.83
	Under 20 years of age	80% (\$11.72)	14.65
	Under 21 years of age	90% (\$13.19)	16.49
2	Under 17 years of age	\$8.60	10.75
(2 <sup>nd</sup> + Years)	Under 18 years of age	65% (\$9.52)	11.90
	Under 19 years of age	75% (\$10.99)	13.74
	Under 20 years of age	85% (\$12.45)	15.56
	Under 21 years of age	95% (\$13.92)	17.40

## SCHEDULE 4 – SALARY LEVELS FOR NON-TEACHING STAFF Contd.

### Information Technology Employees Salaries – October 2008 and February 2009

(includes but is not limited to those Employees employed to perform ICT duties and the Network Administrator)

Level	Information Technology Employee and Engineer	Rates P.A. at 01/10/08 \$	Rates P.A. at 01/02/08 \$
1	Graduate (3 yr)	38,648	39,807
1A	Graduate (4-5 yr)	39,461	40,645
2	Experienced	45,767	47,140
3	Professional	50,129	51,633
4	Professional	56,652	58,352

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

#### Part Time Salary

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

#### Casual Rate

A Casual Non-teaching Staff Employee, (including an ICT Employee) is entitled to 1/38<sup>th</sup> of the weekly rate appropriate to the Employee's classification rate plus a 20 per cent loading.

A Casual Before/After Care Employee or Grounds and Building Maintenance Employee, is entitled to 1/38<sup>th</sup> of the weekly rate appropriate to the Employee's classification rate plus a 25 per cent loading.

#### Overtime

Where a Grounds and Maintenance Employee performs additional hours outside their ordinary hours of work in lieu of overtime rates he or she will receive time off in lieu.

The timing and taking of time off in lieu shall be agreed with the Business Manager.

#### Span of Hours

The ordinary hours of work for a Grounds and Maintenance Employee will be between 6 a.m. to 6.30 p.m., Monday to Friday.

The ordinary hours of work for a Before or After School Employee will be between 6.30a.m. to 6.30p.m, Monday to Friday.