

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

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

2 ARRANGEMENT

The Agreement is arranged as follows.

Part 1 – Application and Operation

1. Title
2. Arrangement
3. Commencement Date and Period of Operation
4. Parties Bounds
5. Relationship to Awards
6. Definitions
7. Dispute Resolution Process
8. No Further Claims
9. Terms of Employment
10. Consultative Committee

Part 2 – Conditions of Employment for All Employees Covered by the Agreement

11. Modes of Employment
12. Qualifying Period
13. Remuneration Packaging
14. Superannuation
15. Payment Arrangements
16. Personal Leave
17. Removal Leave
18. Compassionate Leave
19. Infectious Diseases Leave
20. Public Holidays
21. Parental Leave
22. Long Service Leave
23. Leave Without Pay
24. Accident Compensation and Accident Make-up Pay
25. Withholding Monies
26. Introduction of Change
28. Performance or Conduct Management
28. Variation to a Part Time Employee's Teaching Load or Hours of Work
29. Redundancy
30. Annual Leave Loading
31. Meal Allowance
32. School Fees/Staff Discounts
33. Further Study
34. Breakage and Loss
35. Protective Clothing
36. Jury Service Leave
37. Examination Leave
38. Qualification Conferral Leave

The Knox School Collective Agreement 2008

Statement of Employment

Part 3 – Conditions of Employment for Teachers

40. Classifications and Salaries
41. VIT Registration
42. Hours of Work
43. Non Attendance Time
44. Annual Leave
45. Notice of Termination

Part 4 – Conditions of Employment for Employees in Receipt of School Holidays

46. Classifications and Salaries
47. Hours of Work
48. Annual Leave
49. School Holidays
50. Notice of Termination

Part 5 – Conditions of Employment for Employees Not in Receipt of School Holidays

51. Classifications and Salaries
52. Hours of Work
53. Annual Leave
54. Cashing out Annual Leave
55. Additional Leave
56. Notice of Termination

Part 6 – Conditions of Employment for Heads of School and Directors of Departments

57. Classifications and Salaries
58. Hours of Work
59. Annual Leave
60. Notice of Termination

Part 7 – Conditions of Employment for Peripatetic Music Tutors

61. Classifications and Salaries
62. VIT
63. Peripatetic Tutor Categories
64. Hours of Work
65. Annual Leave
66. Notice of Termination

Schedule 1A – Teacher Classification Structure

Schedule 1B – Salaries (Teachers)

Schedule 2A – Educational Assistants Classification Structure

Schedule 2B – Salaries (Educational Assistants with School holidays)

Schedule 2C – Salaries (Educational Assistants with Annual Leave)

Schedule 3A – Administration and Maintenance Personnel Classification Structure

Schedule 3B – Salaries (Administration and Maintenance Personnel)

Schedule 4A – Nurses Classification Structure

Schedule 4B – Salaries (Nurses)

Schedule 5A – IT Professionals Classification Structure

Schedule 5B – Salaries (IT Professionals)

Schedule 6A – Positions of Responsibility Structure

Schedule 6B – Positions of Responsibility Allowances

Schedule 7A –Peripatetic Tutors Classification Structure

The Knox School Collective Agreement 2008

Schedule 7B – Casual MDPL Tutors (Rates of Pay)

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 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 from the Workplace Authority.
- 3.2 The nominal expiry date of the Agreement is 4 years from the operative date.
- 3.3 The School recognises there have been delays between the May 1 salary increases and the commencement date of this Agreement. As a result the school has determined that the rates of pay in this agreement, effective from the first payroll after May 1st 2008, are to be back paid, subject to the approval of this Agreement. All other provisions in this Agreement will not be applied until such time as the Agreement is deemed legally operative.

4 PARTIES BOUND

- 4.1 This Agreement applies to all persons employed by the Employer except those Employees specified in sub clause 4.2.
- 4.2 This Agreement does not apply to persons employed as a Principal, Vice Principal, Deputy Principal, Associate Principal, Business Manager or as a Sports Coach.
- 4.3 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3, 4, 5, 6 and 7 of this Agreement apply to Employees as specified.

5 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 DEFINITIONS

Act	means the <i>Workplace Relations Act 1996</i> (Cth.) or its successor
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Award	means the following: <ul style="list-style-type: none">• <i>Victorian Independent Schools - Teachers - Award 1998;</i>• <i>Victorian Independent Schools – Early Childhood Teachers - Award 2004;</i>• <i>Victorian Independent Schools - School Assistants - Award 1998;</i>• <i>Victorian Independent Schools – Clerical/Administrative Employees – Award 2004;</i>• <i>Victorian Independent Schools - Nurses - Award 2003;</i>• <i>Sportsground Maintenance and Venue Presentation – Victoria – Award 2001;</i>• <i>Information Technology Industry (Professional Employees) Award 2001;</i>

The Knox School Collective Agreement 2008

	and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Casual Employee	means an Employee employed pursuant to clause 11.4 of this Agreement
Clerical Employee	means a person who is employed wholly or principally in clerical work and/or administrative work, excluding <ul style="list-style-type: none"> • a business manager or bursar (by whatever name called), • a human resource manager, • a person who has delegated authority to act for the Employer from time to time in the recruitment and termination of employees of the School, and • an employee with accounting responsibilities who is eligible for membership of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants, the Association of Taxation and Management Accountants or the National Institute of Accountants
Commission	means Australian Industrial Relations Commission or its successor
Educational Assistant	means a person who is ancillary to the process of teaching and includes, but is not limited to; school counsellors, early childhood assistants, guidance officers, curriculum advisers, audiovisual technicians, audiovisual coordinators, laboratory technicians, laboratory managers, library technicians, librarians, special education personnel, integration aides, school marshals, community information officers, computer and mathematics laboratory assistants, faculty administrators and teachers aides
ELC Teacher	means a person (other than a Director of an early childhood centre, by whatever name called) who is employed to teach children in the early childhood programme
Employee	means a person covered by this Agreement
Employer	means The Knox School Limited ABN 16 095 158 222
Experience	means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment
Fixed Term Employee	means an Employee employed pursuant to clause 11.3 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 11.1 of this Agreement
Immediate Family	means <ul style="list-style-type: none"> • 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, although not legally married to the Employee; and • child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the

The Knox School Collective Agreement 2008

	Employee
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)
Part Time Employee	means an Employee employed pursuant to clause 11.2 of this Agreement
Peripatetic Tutor	means an Employee who is granted permission to teach registration 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 (Vic.)</i> and is employed to teach instrumental music or voice classes
Permission to Teach Teacher	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 (Vic.)</i> and the person <ul style="list-style-type: none"> 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 ii. holds single subject registration, excluding the subjects of instrumental music, choral music, voice production, sports coaching and religion, or 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 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>)
Principal	means Principal of The Knox School or his or her nominee
School	means The Knox School Limited ABN 16 095 158 222 trading as The Knox School
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 day that Employees are required to attend the School for the new educational 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 (Vic.)</i> and is employed to teach. This definition includes an Early Childhood Teacher and a qualified teacher librarian but does not include a person employed as a Principal, a Deputy Principal, a Head of School or a Director of a Department by whatever name called
VIT	means the Victorian Institute of Teaching

7 DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising out of this Agreement that may be in dispute (‘the

The Knox School Collective Agreement 2008

matter') between the Employer and the Employee ('the parties') as parties to this agreement, except matters relating to the actual or threatened termination of employment of the Employee, the parties will undertake the following steps:

Step 1

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

Step 2

If the matter is not resolved within 48 hours or such further time as both parties agree, the dispute will be discussed with the Employee(s) and the appropriate level of management in the School (i.e., Head of Department).

Step 3

If these further discussions do not resolve the dispute within 48 hours or such further time as both parties agree, either party may choose to pursue the dispute further by providing a written notice to the other party providing full details of the nature of the dispute (the 'Dispute Notice'). On receipt of a Dispute Notice, the dispute will be discussed formally with the Principal and the Employee(s). At and from this stage in the process, either party may be represented by a third party of the person's choice (i.e., internal staff representative or an advocate of the parties' choice).

Step 4

Where the parties are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.

Step 5

If the matter remains unresolved for a further period of seven days (or such longer period as may be mutually agreed) either party may refer it to the Commission (or its successor) for determination. In normal circumstances, the matter should not be referred by either party to the Commission prior to the completion of Steps 1, 2, 3 and 4.

8 NO FURTHER CLAIMS

- 8.1 The parties to the Agreement undertake that there will be no further claims over matters encompassed by the Agreement for the term of the Agreement.

9 TERMS OF EMPLOYMENT

9.1 Letters of appointment

- 9.1.1 All Employees, other than Casual Teachers, will be provided with a letter of appointment upon engagement. The letter will detail the commencement date (and cessation date if employment is for a fixed term), general duties, employment status (i.e., Full Time, Part Time or Casual), salary and hours of attendance (where applicable).

9.2 Working with Children Checks (as amended by State legislation from time to time)

- 9.2.1 All non VIT registered Employees are required to present a current Working with Children Check Card prior to commencing employment with the School.
- 9.2.2 In the event that an Employee commences employment with the School and either:

The Knox School Collective Agreement 2008

- a. fails to present an Assessment Notice; or
- b. is issued with a Negative Notice from the Department of Justice

the School reserves the right to terminate the Employee's employment without notice.

9.3 Criminal Record Check

- 9.3.1 All employees are required to complete a satisfactory police check prior to their commencing their professional service at the School. If, during the course of their employment, an Employee should engage in criminal or other activity, which would cause their status with the police (or with the Victorian Institute of Teaching in the case of teachers) to be deemed unsatisfactory, the School reserves the right to stand the Employee down on a deferred payment scheme until the matter is resolved. If the charges were dismissed or the Employee found not guilty, the Employee would be reinstated and any payments due to the Employee will be restored. If found guilty of a serious misdemeanour or a crime warranting a withholding of a clearance from the police and/or teacher registration, then the school will invoke its right to terminate employment. The school considers proven criminal behaviours involving physical or sexual assault, sexual harassment, trafficking, paedophilia as absolutely unacceptable, rendering the perpetrator liable for immediate dismissal.

10 CONSULTATIVE COMMITTEE

- 10.1 The Staff Consultative Committee consists of representatives of management and staff and is committed to co-operating positively to increase the efficiency, productivity and competitiveness of the School.
- 10.2 The committee will include three (3) representatives nominated by the employer, two of whom shall be the Principal and the Business Manager, and three (3) staff representatives, who are employees of the school, nominated by the employees.
- 10.3 The role of the Staff Consultative Committee is to:
- i. provide an avenue of communication between staff and management on employment related matters;
 - ii. ensure that mechanisms are established by management and staff to implement the aims of this Agreement; and provide a forum that investigates, consults and/or recommends to management on all matters referred to it by management and/or staff. such matters might include the nature, role and tenure of the positions of responsibility covered by this agreement, the method of appointment to these positions and the extent or not of the time release involved, the provision of appropriate time release for particular teachers to complete report writing duties and other workload related issues.
- 10.4 Should any change to the Staff Handbook be proposed, the proposed change must first be discussed by the Consultative Committee and will only proceed subject to 10.7.
- 10.5 The Consultative Committee will normally meet once per Semester, but may meet more regularly if needs be. Any member of the committee may call a meeting provided the conditions of 10.6 are met.

The Knox School Collective Agreement 2008

- 10.6 Agenda items for all meeting of the Consultative Committee must be circulated by the person convening the meeting of the Committee at least five working days prior to a meeting being held.
- 10.7 The Consultative Committee should endeavour to reach consensus around any issue, but should consensus not be reached, then the committee can by means of a majority vote make recommendations to the Principal around any matter raised. If the Principal decides not to accept the recommendations of the Committee, then the Principal will provide all staff with a written explanation as to why the recommendation of the Committee has been refused

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

11 MODES OF EMPLOYMENT

The Employer may employ a Full Time, Part Time, Fixed Term or Casual Employee. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.

11.1 Full Time Employees

11.1.1 The Employer may engage an Employee on a full time basis in accordance with this Agreement.

11.2 Part Time Employee

11.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement.

11.2.2 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. This provision does not apply to Peripatetic Tutors.

11.2.3 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 on the specified hours in clause 11.2.2. The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 20 hours for primary and secondary and 28 hours for early childhood.

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

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

11.3 Fixed Term Employee

11.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:

- to replace one or more Employees who are on leave;
- to undertake a specified project for which funding has been made available;
- to undertake a specified task which has a limited period of operation; or
- to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.
- to replace an Employee who provided notice of termination of employment after the commencement of Term 4. The period of the appointment must not exceed the end of the following School Year.

The Knox School Collective Agreement 2008

11.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part time or where the Employee has been employed for a period of less than 12 months.

11.3.3 Before employing a Fixed Term Employee on a replacement basis, the Employer will inform the Fixed Term Employee of:

- the reason for the fixed nature of the employment;
- the date of commencement of the employment;
- the benefits which are applicable under this Agreement; and
- the rights of any Employee being replaced.

11.3.4 Subject to clause 9, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in the applicable notice of termination provisions. In respect of a Fixed Term Employee replacing an Employee on parental leave, the notice of termination provisions under clause 45.1.4 will apply.

11.3.5 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
- paid parental leave (where the employee has been on a fixed term contract for less than two consecutive years)
- redundancy.

11.4 Casual Employee

11.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.

11.4.2 A Casual Employee is entitled to the casual rate of pay specified in applicable Schedule. This rate of pay includes a loading in lieu of paid leave entitlements.

11.4.3 The Employer will engage a Casual Teacher for a full day or a half day.

11.4.4 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
- jury service leave
- school holidays
- non attendance time
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- paid parental leave
- accident make-up pay

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

11.4.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement,

The Knox School Collective Agreement 2008

employment may be for up to one school term, where the days are consecutive.

- 11.4.7 An Employer must not employ a Casual School Assistant, 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.

12 QUALIFYING PERIOD

- 12.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 12.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the applicable notice of termination and does not need to comply with clause 27.
- 12.3 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.

<u>Employee</u>	<u>Period of Notice</u>
Teachers	4 weeks' notice
All other employees	2 week's notice

- 12.4 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 12.3 above.

13 REMUNERATION PACKAGING

- 13.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.
- 13.2 Any arrangement between the Employer 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.
- 13.3 It is acknowledged and accepted by the Employee that the Employer is not liable for any taxation or any other liabilities, judgements, penalties or outcomes of any sort incurred by the Employee resulting from entering into any flexible remuneration packaging arrangement in accordance with the relevant policy.

14 SUPERANNUATION

- 14.1 The Employer currently makes an employer superannuation contribution equivalent to 9 per cent of ordinary time earnings, in accordance with the

The Knox School Collective Agreement 2008

Superannuation Guarantee legislation, to either the Combined Schools Superannuation Fund or the Non Government Schools Superannuation Industry Fund (NGS), the schools default funds. Employees should nominate one of these funds prior to or upon commencement of employment. If another fund, not being one of the schools default funds, is chosen the employee must first provide in writing to the employer, written confirmation that the fund selected is a complying fund and can accept contributions from a non-participating employer.

14.2 The Employer makes no guarantee nor is it required to assure the availability of benefits from any superannuation fund(s).

14.3 An Employee may make additional voluntary contributions to their complying fund under a salary sacrifice arrangement in accordance with clause 13.

15 PAYMENT ARRANGEMENTS

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

16 PERSONAL LEAVE

16.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard, except where more favourable terms are provided in this Agreement.

16.2 Entitlement

16.2.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.

16.2.2 For a Full Time Employee the paid personal leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid personal leave on a pro rata basis based on specified hours in clause 11.2.2 or 64.1.1 for Peripatetic Tutors.

16.2.3 Paid sick leave is taken by the Employee because of a personal illness or injury.

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

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

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

16.2.7 Personal leave for an Employee accrues, based on the annual rate of pay as follows

The Knox School Collective Agreement 2008

16.2.7.1 in the first year of service , six days during the first term worked, and thereafter, three days at the commencement of each subsequent school term

16.2.7.2 in the second and subsequent years of service 15 days at the commencement of that year

16.2.8 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

16.2.9 The Employer will require an Employee to provide a medical certificate issued by a registered health practitioner or a statutory declaration in accordance for periods of personal leave as follows

- Any absence of more than 2 consecutive days
- Any absence continuous with any holiday a staff member is entitled to
- Any absence where the number of days of paid personal leave already taken without production of a medical certificate or other written evidence satisfactory to the employer exceeds 5 days in one year.

17 REMOVAL LEAVE

17.1 An Employee is entitled to one day's paid removal leave per year provided that;

- (a) an application for removal leave must be made in writing 30 days prior to the intended day of leave; and
- (b) it is demonstrated that the option of moving on a weekend or during the school holidays was neither possible nor practicable in the circumstances.

17.2 All applications for removal leave must be approved by the Principal.

18 COMPASSIONATE LEAVE

18.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard, except where more favourable terms are provided in this Agreement.

18.2 Entitlement

18.2.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

18.2.2 In some circumstances, the Principal may allow further compassionate leave to be accessed from the Employee's accrued personal leave entitlement.

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

The Knox School Collective Agreement 2008

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

19 INFECTIOUS DISEASES LEAVE

19.1 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.

19.2 The Employee must in all cases produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

20 PUBLIC HOLIDAYS

20.1 An Employee is entitled to public holidays as specified in the *Public Holidays Act 1993 (Vic)* and as gazetted by the Victorian Government from time to time. These include the following:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

20.2 Public holidays that occur during a period of leave for Employees in accordance with clauses 43 and 49 do not create an additional entitlement.

20.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.

20.4 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.

20.5 An agreement made in accordance with 20.3 or 20.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

21 PARENTAL LEAVE

21.1 Relationship with Act

21.1.1 Parental leave is in accordance with the Australian Fair Pay and Conditions Standard.

The Knox School Collective Agreement 2008

21.1.2 The Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the Act) prevails over this clause only to the extent to which in a particular respect it provides a more favourable outcome for the Employee.

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

21.2 Application

21.2.1 Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee.

21.2.2 The Employer must not fail to re-engage a Casual Employee because:

(a) the Employee or Employee's spouse is pregnant; or

(b) the Employee is or has been immediately absent on parental leave.

21.2.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.

21.3 Definitions

21.3.1 For the purposes of this clause, **child** means a child of the Employee under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a **child** is an **eligible child** and means a person under the age of five years or under school age, whichever applies first, who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

21.3.2 For the purposes of this clause, an **eligible casual employee** means a Casual Employee:

(a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and

(b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

21.3.3 For the purposes of this clause, **continuous service** means service with the Employer as an Employee during the whole of the period, including any period of authorised leave. For an eligible Casual Employee, **continuous service** means a period during which the Casual Employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer.

21.3.4 A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse.

21.4 Basic entitlement

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

- up to 52 weeks of unpaid ordinary maternity leave to be the primary

The Knox School Collective Agreement 2008

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 51 weeks of unpaid long 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 49 weeks to be the primary care-giver of the eligible child.

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

21.5 Paid Leave

21.5.1 An Employee who has at least 12 months of continuous service with the Employer as at the date of proceeding on long parental leave will be entitled to be paid the first 12 weeks' of parental leave after the birth of the child at the Employee's ordinary rate of pay.

21.5.2 An Employee who has at least 12 months of continuous service with the Employer as at the date of proceeding on short paternity leave will be entitled to be paid 5 days of paternity leave after the birth of the child at the Employee's ordinary rate of pay.

21.5.3 To avoid any doubt, an Employee is not entitled to paid parental leave for any period unless he or she is entitled to unpaid parental leave in accordance with the Act.

21.5.4 In order to be entitled to a second or subsequent period of paid parental leave the Employee must return to work at the School after the period of preceding parental leave for a period of at least 12 months.

21.5.5 Paid parental leave taken by the Employee will accrue annual leave and personal leave entitlements in accordance with the Act.

21.5.6 Paid parental leave does not count as a period of employment for the purpose of long service leave. This provision has the express effect of overriding the *Long Service Leave Act 1992 (Vic.)*.

21.6 Right to request

21.6.1 Additional long parental leave

- a) Subject to 21.6.1(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 long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities
- b) An application under 21.6.1(a), may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

21.6.2 Simultaneous Leave

- (a) Subject to 21.6.2(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

The Knox School Collective Agreement 2008

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 21.621(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

21.6.3 Part Time Work

- (a) Subject to 21.6.3(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 five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

- (b) An application pursuant to 21.6.3(a), must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

21.6.4 Request to be considered

- (a) The Employer shall consider any request made pursuant to 21.6.1, 21.6.2, or 21.6.3 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 21.6.4 must be recorded in writing.

21.7 Ordinary maternity leave

21.7.1 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 must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

21.7.2 When the Employee gives notice under 21.7.1(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

The Knox School Collective Agreement 2008

conduct inconsistent with her contract of employment.

- 21.7.3 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
- 21.7.4 Subject to clause 21.7.6 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.
- 21.7.5 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.
- 21.7.6 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 21.7.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.
- 21.7.7 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.

21.8 Special maternity leave

- 21.8.1 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.
- 21.8.2 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.
- 21.8.3 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.
- 21.8.4 Where leave is granted under this clause, 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.
- 21.8.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 21.8.6 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.

The Knox School Collective Agreement 2008

21.8.7 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.

21.8.8 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.

21.8.9 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.

21.8.10 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.

21.9 Paternity leave

21.9.1 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 Knox School Collective Agreement 2008

the Employee to comply with 17.8.1(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 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.

21.9.2 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 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.

21.9.3 The Employee will not be in breach of 21.9.2 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.

21.10 Adoption leave

21.10.1 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.

21.10.2 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.

21.10.3 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) 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.

21.10.4 A notice under 21.10.3 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.

21.10.5 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

The Knox School Collective Agreement 2008

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.

21.10.6 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long 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 long adoption leave.

21.11 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, long 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 long adoption leave; and
- that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.

21.11.1 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) long adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.

21.11.2 Where the placement of a child for adoption with an Employee

- does not commence, the Employee is not entitled to leave; or
- commences but is discontinued or cancelled, the Employee's entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than 4 weeks after the day the notice is given, any untaken long adoption leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.

21.11.3 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' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

21.12 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

The Knox School Collective Agreement 2008

has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 21.6.1.

21.13 Transfer to a safe job

21.13.1 Subject to 21.13.2, 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.

21.13.2 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 21.7.1; 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.

21.13.3 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 21.13.4(b); or

21.13.4 If the Employee takes paid leave under 21.13.3:

- (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.

21.14 Variation of period of ordinary maternity leave, long paternity leave or long adoption leave

21.14.1 Subject to the relevant provisions of the Act, where an Employee has commenced a period of long parental leave of up to 12 months, the Employee:

- (a) may extend the period of ordinary maternity leave, long paternity leave or long adoption leave once by giving the Employer 14 days' written notice before the end of the period stating the period by which the leave is extended; and

The Knox School Collective Agreement 2008

(b) may further extend the period of ordinary maternity leave, long paternity leave or long adoption leave by agreement with the Employer.

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

21.14.3 To avoid doubt, this subclause does not apply to the right to request provision in 21.6.

21.15 Returning to work after a period of parental leave

21.15.1 An Employee will notify of the Employee's intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

21.15.2 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 21.13, 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.

21.15.3 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.

21.15.4 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.

21.16 Replacement employees

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

21.16.2 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.

21.17 Communication during parental leave

21.17.1 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.

21.17.2 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

The Knox School Collective Agreement 2008

to return to work and whether the Employee intends to request to return to work on a part-time basis.

- 21.17.3 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 21.17.2.

22 LONG SERVICE LEAVE

- 22.1.1 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.
- 22.1.2 An Employee is entitled to long service leave of thirteen weeks upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks' long service leave for each additional five years of continuous employment with the Employer.
- 22.1.3 Accrued long service leave will be paid pro rata in lieu where an Employee's employment is terminated after seven years but before ten years of continuous employment for any reason other than for serious misconduct.
- 22.1.4 An Employee may apply to take pro rata long service leave after 7 years of continuous service which may be approved by the School subject to operational requirements.
- 22.1.5 An Employee may apply to extend an amount of long service leave. Payment for the period of long service leave will be reduced to an amount equivalent to the period that the leave is extended by. For example, the School may grant an amount of long service leave twice as long as the amount to which the Employee would otherwise be entitled at a rate of pay equal to half the Employee's ordinary rate of pay. An Employee may also apply to take a period of leave without pay in conjunction with long service leave in accordance with operational requirements.
- 22.1.6 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 22.1.7 A Non Teacher, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
- 22.1.8 A Teacher whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating as follows:

(a) Service prior to 1 February 1997

(i) where all service of the teacher has been in a part-time capacity, salary when proceeding on long service leave (or payment in lieu thereof if applicable) will be calculated by striking average weekly hours over the last 12 months of actual service and multiplying average weekly hours by the current hourly pay rate;

(ii) when full-time employment falls last, any leave taken from the full-time credit will be paid at the current full-time salary. Leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly

The Knox School Collective Agreement 2008

hours over the last 12 months of part-time employment to current full-time weekly hours;

(iii) when part-time employment falls last, leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category. Leave taken from part-time credit will be paid for at the current salary on the basis of average weekly hours over the last 12 months of part-time employment;

(iv) if a Teacher can show that the Teacher's average weekly hours over the whole of the Teacher's part-time employment are greater than average weekly hours over the last 12 months of part-time employment the higher figure will be used in determining average weekly hours. Should part-time employment be less than 12 months, average weekly hours will be struck over the actual period of part-time employment.

(B) Service from 1 February 1997

A Teacher whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Teacher's time fractions over the period of eligible service.

22.2 Illness on Long Service Leave

22.2.1 Subject to the requirements of 22.2.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave recredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

22.2.2 The Employee's application under 22.2.1:

- i. must be received by the Employer during the period of illness or injury;
- ii. must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

22.3 Cashing out long service leave

22.3.1 Where the Employer and the Employee agree, the Employee may receive a payment in lieu of taking up to 50 per cent of the accrued long service leave entitlement upon the completion of seven years of continuous employment.

22.3.2 Applications to cash out long service leave must be made in writing to the Principal and will be accepted at the full discretion of the Principal.

22.3.3 This Clause has the express effect of overriding Section 74 of the Long Service Leave Act 1992 (Vic).

The Knox School Collective Agreement 2008

23 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. 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)*.

24 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

- 24.1 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 (Teacher/School Assistant) or 26 weeks (all other Employees) in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 24.2 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:
- 24.2.1 The Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- i. annual leave; or
 - ii. paid personal/carer's leave.
- 24.2.2 The Employee is not entitled to any payment or benefit in respect of any Non Attendance Time for a Teacher or School Holidays for a School Assistant entitled to School Holidays which fall during the period that the Employee is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic)*.
- 24.3 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 shut down period, the worker's compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 24.4 For the purposes of 24.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

25 WITHHOLDING OF MONIES

- 25.1.1 Subject to 25.1.2, in the event that an Employee does not provide the full notice required by the relevant notice of termination provisions 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.
- 25.1.2 Clause 25.1.1 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 under the Act.

The Knox School Collective Agreement 2008

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

- i. unpaid salary or wages to the extent to which such entitlements exceed the Employee's basic periodic rate of pay;
- ii. for School Assistants entitled to School Holidays pursuant to clause 49, a payment for School Holidays;
- iii. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the *Long Service Leave Act 1992 (Vic)*); and
- iv. any amounts owing to the Employee for an unpaid bonus or allowance.

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

26 INTRODUCTION OF CHANGE

26.1 Except in circumstances outlined in Clause 29 of this Agreement, the Employer undertakes to consult with Employees, either directly or through the mechanisms of the Consultative Committee, where a definite decision to introduce major changes in the School's programs, structure or technology are likely to have a significant impact on Employees.

26.2 For the purpose of this clause, the Employer will not be required to disclose any information deemed by the Employer to be of a confidential nature.

27 PERFORMANCE OR CONDUCT MANAGEMENT

27.1 Performance or Conduct Management will commence with the employer advising the employee in writing of:

- the Employer's concerns with the Employee's conduct or performance;
- the time, date and place of the first performance management meeting;
- the Employee's rights to be accompanied by a nominee of the Employee's choice at all meetings;
- the Employer's right to terminate the employment should the performance management process not resolve the Employer's concerns.

27.2 The Performance or Conduct Management meetings will:

- include discussion of the Employer's concerns with the Employee's conduct or performance;
- give the employee an opportunity to respond to the Employer's 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.

27.3 If following this process, the Employer's decision is to terminate the employment of an Employee, then the Employer must give notice in accordance with this Agreement.

The Knox School Collective Agreement 2008

28 VARIATION TO A PART TIME EMPLOYEE'S TEACHING LOAD OR HOURS OF WORK

28.1 Where a Part Time Employee's teaching load or hours of work are required to be reduced by the Employer due to fluctuating enrolments or for any other operational reason determined by the Employer the following will apply:

- i. reductions will be achieved, with as much notice as is reasonable being provided by the Employer (having regard to known or predicted circumstances) by requesting a Part Time Employee to decrease/increase their teaching load to meet changing operational requirements.
- ii. a variation to the Part Time Employee's teaching load or hours of work of 20% or less FTE will not render the Employee's position redundant.
- iii. Where an Employee does not wish to accept a variation in the Employee's teaching load or hours of work of greater than 20% FTE the Employee's employment may be terminated and the Employee shall be entitled to receive a severance payment in accordance with the provisions of Clause 28 of this Agreement.

29 REDUNDANCY

29.1 Definition

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

29.2 Redundancy Disputes

29.2.1 Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Employee(s) and the Employee's representative (if requested by any affected Employee), with relevant information:

- the reasons for any proposed redundancy;
- the number and categories of Employees likely to be affected; and
- the period over which any proposed redundancies are intended to undertaken.

29.2.2 Where a redundancy dispute arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

29.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out above the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated. The Employer 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.

29.4 Severance Pay

The Knox School Collective Agreement 2008

The severance payment for an Employee will be in accordance with the following:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 7 years	14 weeks' pay
7 years and less than 10 years	16 weeks' pay
10 years and less than 15 years	24 weeks' pay
15 years or more	30 weeks' pay

***Week's pay** means the ordinary time rate of pay for the Employee concerned excluding any allowances

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

29.4.2 An Employee over the age of 50 years as at the date of termination of employment will receive an additional 10 per cent of the amount of severance pay provided in this clause.

29.4.3 The severance payments set out in this clause will not be discounted against or reduced by any entitlement to superannuation.

29.4.4 The severance pay entitlement, subject to normal PAYG provisions that apply at the time, will be paid as a lump sum at the next pay date occurring after the date of termination, along with any other payments the Employee is entitled to upon termination.

29.4.5 The severance payment under this clause is additional to an Employee's entitlement to notice of termination or payment in lieu as specified the relevant notice of termination provisions.

29.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 29.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

29.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains alternative employment for an Employee acceptable to that Employee.

29.7 Time off during notice period

- i. During the period of notice of termination an Employee will be allowed

The Knox School Collective Agreement 2008

up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- ii. 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 the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

30 ANNUAL LEAVE LOADING

30.1 An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave.

30.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of working weeks (excluding paid school holidays and non term time)}}{\text{Number of School's term weeks}} \times 4 \times \frac{\text{Annual Rate of Pay}}{52.18}$$

30.3 An Employee entitled to school holidays and who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.

30.4 For Teachers and Employees entitled to school holidays, leave loading will be paid during the end of the calendar year. For all other staff the leave loading will be paid as and when the leave occurs.

31 MEAL ALLOWANCE

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.

32 SCHOOL FEES/STAFF DISCOUNTS

Employees are entitled to a minimum discount of 25% on their children's school tuition fees at the School. This may be increased at the determination of the Employer.

33 FURTHER STUDY

Where an Employee undertakes a course of study or a private program approved by the Employer, the Employer will contribute up to a maximum amount of \$1500 in a calendar year towards the cost of the course including tuition fees and the Higher Education Contribution Scheme ("HECS") levy. This amount will be paid in arrears to the Employee following the presentation of results (demonstrating satisfactory completion of the course or the units undertaken) to the Employer.

The Knox School Collective Agreement 2008

34 BREAKAGE AND LOSS

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

35 PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

36 JURY SERVICE LEAVE

36.1 Entitlement

36.1.1 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.

36.1.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.

36.1.3 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.

36.1.4 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.

36.1.5 Subject to 36.1.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 36.1.1 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.

37 EXAMINATION LEAVE

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

38 QUALIFICATION CONFERRAL LEAVE

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

39 STATEMENT OF EMPLOYMENT

Upon termination of employment with the School, and upon request from an Employee, the School will provide the Employee with a written statement of employment.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

40 CLASSIFICATIONS AND SALARY

- 40.1 Schedule 1A sets out the classification structure and progression through the salary scale.
- 40.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.
- 40.3 Schedule 6A sets out the position of responsibility structure and Schedule 6B sets out the applicable allowances.
- 40.4 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 allowances in Schedules 1B and 6B (if applicable).
- 40.5 The salary specified in Schedule 1B or 6B (if applicable) is in compensation for all hours worked in accordance with clause 42, save and except those circumstances that occur in accordance with clause 42.4 and clause 42.5.

41 VIT REGISTRATION

- 41.1 All Teachers employed to teach at the School must obtain and maintain the appropriate registration as a Teacher with the Victorian Institute of Teaching (VIT).
- 41.2 The school will make arrangements with each Teacher to extract their annual registration fees from their salaries and to forward these monies to the VIT on their behalf unless otherwise instructed by the teacher concerned.
- 41.3 It is an offence for a person to teach at a school in Victoria if not registered to teach, and an offence for a school to employ a person to teach if the person is not registered to teach. The employment of a Teacher who does not maintain registration or whose registration is terminated or suspended may be required to be terminated in order for both the School and the teacher to comply with their respective obligations under the *Educational Training and Reform Act 2006*.
- 41.4 The *Educational Training and Reform Act 2006* requires the School to notify the VIT where it takes any action against a Teacher in responses to allegations of serious misconduct, serious incompetence or lack of fitness to teach. This obligation applies despite any conflict with the School's Privacy Policy.
- 41.5 The *Educational Training and Reform Act 2006* also requires Knox to provide to VIT any information that VIT may reasonably require to conduct an inquiry as to whether a teacher has been seriously incompetent, has been guilty of serious misconduct or is unfit to be a teacher.

42 HOURS OF WORK

- 42.1 Definitions

The Knox School Collective Agreement 2008

- 42.1.1 For the purpose of this clause, **classroom teaching duties** are all face-to-face teaching duties as defined in the Knox School Staff Manual.
- 42.1.2 For the purpose of this clause, **classroom associated duties** are all duties associated with classroom teaching duties and includes, but is not limited to, preparation, correction, record keeping, curriculum planning and development, parent interviews, staff meetings, report writing and like duties.
- 42.1.3 For the purpose of this clause, **non-classroom duties** are all other duties commonly performed by teacher or required by the School from time to time, and includes, but is not limited to, disciplinary sessions, recording of attendance, meeting with parents and other like duties.
- 42.1.4 For the purpose of this clause, **co-curricular activities** includes, but is not limited to, sport outside of normal class time, rehearsals and productions, debating or other public speaking activities, school magazines and other like activities.

42.2 Ordinary hours of work

- 42.2.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months plus reasonable additional hours. 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. Hours of work are comprised of the following:
- i. up to 20 hours per week of classroom teaching duties for Teachers and 28 hours of classroom teaching duties for Early Childhood Teachers per week as directed by the School, or such greater number of hours as may be agreed between the Teacher and the School;
 - ii. up to 15 hours per week classroom associated duties as required for a Teacher to satisfactorily perform his or her duties as determined by the School;
 - iii. non-classroom duties (up to three hours per week) and
 - iv. co-curricular activities of up to 76 hours per annum (except as otherwise agreed with the School).
- 42.2.2 A Part Time Teacher will undertake a proportionate number of duties normally expected of a Full Time Teacher based on the Teacher's FTE. The configuration of these classes will be established by mutual agreement between the Principal(or his/her delegate) and the Teacher but in general;
- A 0.8 FTE or above employee may be assigned duties on 4-5 days per week
 - A 0.6 to 0.8FTE employee may be assigned duties on 3-4 days per week
 - A 0.4-0.6FTE employee may be assigned duties on 2-3 days per week
 - A Part Time Employee with less than 0.4 allocation may be scheduled in a configuration which spans no more than 3 days of the week but priority will be given by the timetabler to ensure that the Teacher's allocation is arranged to enable minimum spread of classroom teaching hours.

- 42.2.3 Classroom teaching duties include;

The Knox School Collective Agreement 2008

- All classes allocated to a teacher whether that class consists of a single student or a group of students.
- Any sports or activities sessions allocated to the teacher which are scheduled during normal class time if the teacher has concurrent and complete co curricular obligations for the year.
- Scheduled pastoral care programs

42.3 Spread of hours

42.3.1 Classroom teaching hours may be conducted between the hours of 60am and 9:00 pm. In normal circumstances and unless, with mutual consent between the School, and the teacher, all scheduled classes will be conducted between the hours of 8:30am and 4.30pm not exceeding 8 hours in any one day

42.3.2 The School will consult with affected staff when planning to conduct classes after 4:30pm.

42.4 Payment for additional co-curricular activities

42.4.1 Where a Teacher is directed to undertake co-curricular activities in excess of the per annum hours specified in this Agreement, the Teacher will be entitled to receive an allowance or a bonus payment. The allowance or bonus payment will be commensurate with the additional duties required to be undertaken and is negotiated with the Principal.

42.5 Extras

42.5.1 An extra is defined as any class taken by a teacher which is in addition to the 20 hours of classroom teaching time. Extras do not include classes which are taken in lieu of scheduled classes.

42.5.2 As a general rule teachers will not be expected to take more than six (6) extras (where 1 extra = 1 x 70 minute period) in each of Terms 1-3 and five(5) extras in Term 4.

42.5.3 Teachers are entitled to payment at their normal hourly rate for extras taken in addition to the above.

43 NON ATTENDANCE TIME

43.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such classroom associated 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. A Teacher who occupies a Position of Responsibility may, by mutual agreement, be required to attend during a period of Non Attendance Time where attendance is required as part of the role.

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

43.3 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 32.4.

43.4 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

The Knox School Collective Agreement 2008

recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

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

44 ANNUAL LEAVE

- 44.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 44.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 44.3 A Teacher will take all accrued annual leave during the end of each calendar year school break unless the Teacher and Employer mutually agree in writing that the Teacher performs duties during all or part of the school break, apart from the shut down period, and defer taking the equivalent period of annual leave to another time. .

45 NOTICE OF TERMINATION

45.1 By the Employer

- 45.1.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 12, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 12.
- 45.1.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the Employer, the Employer will provide the Teacher with written notice of 50 clear and complete working days or payment in lieu of notice (given wholly within a school term).
- 45.1.3 Subject to clause 12, where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will provide the Teacher with written notice of 35 clear and complete working days (given wholly within a school term).
- 45.1.4 Where the Employer wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the Employer will give the Fixed Term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to 21.15.1 that the Teacher being replaced wishes to return from parental leave.

The Knox School Collective Agreement 2008

45.1.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 6B (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

45.1.6 The notice period in this clause and in clause 9 do not apply where the Teacher is guilty of serious misconduct.

45.2 By the Employee

45.2.1 Where a Teacher wishes to resign from the School and has less than five years of continuous service at the time of resignation, the Teacher must provide the School with written notice of 35 clear and complete working days (given wholly within a school term).

45.2.2 Where a Teacher wishes to resign from the School and has more than five years of continuous service at the time of resignation, the Teacher must provide the School with written notice of 50 clear and complete working days (given wholly within a school term).

PART 4 – CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN RECEIPT OF SCHOOL HOLIDAYS

46 CLASSIFICATIONS AND SALARIES

- 46.1 Classification structures for each of the occupational groups under this Part are set out in the relevant schedules.
- 46.2 Salaries for each of the occupational groups under this Part are set out in the relevant schedules.
- 46.3 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 any allowances specified in Schedule 6B.

47 HOURS OF WORK

- 47.1 Ordinary hours of work
 - 47.1.1 The ordinary hours of work for a Full Time Employee will be 38 hours per week.
- 47.2 Spread of hours
 - 47.2.1 Unless otherwise agreed between an Employee and the School, the ordinary hours of work will be between 6.30am and 9.00pm Monday to Friday inclusive.
- 47.3 Overtime
 - 47.3.1 Where an Employee is directed by the School to perform hours in excess of the ordinary hours, the Employee will be entitled to either an overtime loading on the additional hours worked or time off in lieu at a period of time equivalent to the overtime penalty incurred. Prior to the overtime being worked, the Employee and Employer will mutually agree as to whether overtime is to be paid or taken in lieu.
 - 47.3.2 Overtime must be approved in writing by the Principal or the Principal's nominee before being undertaken and performed by the Employee.
 - 47.3.3 The overtime loading applied to hours worked in addition to ordinary hours is 50 per cent.

48 ANNUAL LEAVE

- 48.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 48.2 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 48.3 An Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.

The Knox School Collective Agreement 2008

49 SCHOOL HOLIDAYS

- 49.1 An Employee is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or mutually agreed during a period of employment.
- 49.2 Where applicable, the relevant salary schedules (i.e., Nurses, Educational Assistants) take this School Holiday, leave into account and have been adjusted accordingly.
- 49.3 An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 49.4 An Employee who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any 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 in accordance with this clause is as follows:

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

50 NOTICE OF TERMINATION

50.1 By the Employer

- 50.1.1 Where the Employer wishes to terminate the employment of an Employee serving a qualifying period pursuant to clause 12, or an Employee wishes to resign during a qualifying period, the period of notice is specified by clause 12.
- 50.1.2 Where the Employer wishes to terminate the employment of an Employee, where the Employee has had more than six months' continuous service, the Employer will provide the Employee with written notice of 4 weeks (given wholly within a school term) or payment in lieu of notice.
- 50.1.3 Payment in lieu is calculated by taking the amount of salary that an Employee would have received by working during the notice period if the Employee employment had not been terminated.
- 50.1.4 The notice period in this clause and in clause 12 do not apply where the Employee is guilty of serious misconduct.

50.2 By the Employee

- 50.2.1 Where an Employee wishes to resign from the School and has more than six months' of continuous service, the Employee must provide the School with written notice of 4 weeks (given wholly within a school term) or payment in lieu of notice.

PART 5 – CONDITIONS OF EMPLOYMENT FOR EMPLOYEES NOT IN RECEIPT OF SCHOOL HOLIDAYS

51 CLASSIFICATIONS AND SALARIES

- 51.1 Classification structures for each of the occupational groups under this Part are set out in the relevant schedules.
- 51.2 Salaries for each of the occupational groups under this Part are set out in the relevant schedules.
- 51.3 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 any allowances specified in Schedule 6B.

52 HOURS OF WORK

- 52.1 Ordinary hours of work
 - 52.1.1 The ordinary hours of work for a Full Time Employee will be 38 hours per week..
- 52.2 Spread of hours
 - 52.2.1 Unless otherwise agreed between an Employee and the School, the ordinary hours of work will be between 6.30am and 9.00pm Monday to Friday inclusive.
- 52.3 Overtime
 - 52.3.1 Where an Employee is directed by the School to perform hours in excess of the ordinary hours, the Employee will be entitled to either an overtime loading on the additional hours worked or time off in lieu at a period of time equivalent to the overtime penalty incurred. Prior to the overtime being worked, the Employee and Employer will mutually agree as to whether overtime is to be paid or taken in lieu.
 - 52.3.2 Overtime must be approved in writing by the Principal or the Principal's nominee before being undertaken and performed by the Employee.
 - 52.3.3 The overtime loading applied to hours worked in addition to ordinary hours is 50 per cent.

53 ANNUAL LEAVE

- 53.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 53.2 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 53.3 An Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Non Teaching

The Knox School Collective Agreement 2008

Employee works.

54 CASHING OUT ANNUAL LEAVE

- 54.1 In exceptional circumstances and upon written request from an Employee, an Employee may be entitled to forgo up to two weeks credited annual leave per year. Where a written request to cash out annual leave is approved by the Principal, the Employee will be paid the equivalent amount in lieu of the annual leave foregone.
- 54.2 The School cannot require an Employee to forgo an entitlement to annual leave or exert undue influence or pressure on an Employee in relation to making a decision on whether or not to forgo an entitlement to annual leave.
- 54.3 An Employee will not be entitled to leave loading on a payment in lieu of a period of annual leave in accordance with this clause.

55 ADDITIONAL LEAVE

- 55.1 In addition to the period of annual leave in accordance with the Act, an Employee is entitled to up to five days of additional leave to be taken during a shut down period. Additional leave days will be announced at the commencement of each School Year
- 55.2 The Employer may engage and require an Employee to work the School's term weeks or any number of weeks equal to or greater than the number of term weeks up to a maximum of 48 weeks in a School Year (inclusive of public holidays).
- 55.3 For the purpose of this subclause, additional leave is defined as the number of weeks of a School Year (excluding annual leave) that the Employer does not require an Employee to work.
- 55.4 An Employee is entitled to public holidays falling during additional leave.
- 55.5 As additional leave is unpaid authorised leave for the purpose of the Act, annual leave, personal leave and long service leave entitlements accrue during a period of additional leave.
- 55.6 The annual salary of an Employee, in receipt of additional leave, is calculated using the following formula:

$$\text{Annual Salary} = (52.18 - A + B) \times C \times D$$

where:

A = number of weeks of additional leave. The number of weeks of additional leave in the formula above must not exceed eight weeks (exclusive of annual leave and additional leave) except where the Employer agrees to additional leave of more than eight weeks at the request, in writing, of the Employee.

B = number of weeks of public holidays falling during periods of additional leave and annual leave.

C = full-time weekly salary

The Knox School Collective Agreement 2008

D = the proportion of full-time hours the Employee will be working, if employed on a part-time basis

provided that the adult weekly salary, where adjusted for additional leave, will not be less than the Federal Minimum Wage, as adjusted from time to time after this date.

Note 1: The number of public holidays falling during annual leave and/or additional leave may change from year to year, necessitating recalculation of each year's annual salary.

Note 2: The Employer and an Employee may change the additional leave arrangements by mutual agreement

55.7 As additional leave is not paid leave, the remuneration of an Employee entitled to additional leave will be annualised and paid in equal instalments throughout the year in accordance with clause 15 (Payment Arrangements).

56 NOTICE OF TERMINATION

56.1 By the Employer

56.1.1 Where the Employer wishes to terminate the employment of an Employee serving a qualifying period pursuant to clause 12, or an Employee wishes to resign during a qualifying period, the period of notice is specified by clause 12.

56.1.2 Where the Employer wishes to terminate the employment of an Employee, where the Employee has had more than six months' continuous service, the Employer will provide the Employee with written notice of 4 weeks or payment in lieu of notice.

56.1.3 Payment in lieu is calculated by taking the amount of salary that an Employee would have received by working during the notice period if the Employee's employment had not been terminated.

56.1.4 The notice period in this clause and in clause 12 do not apply where the Employee is guilty of serious misconduct.

56.2 By the Employee

56.2.1 Where an Employee wishes to resign from the School and has more than 6 months' continuous service, the Employee must provide the School with written notice of 4 weeks.

PART 6 – CONDITIONS OF EMPLOYMENT FOR HEADS OF SCHOOL AND DIRECTORS OF DEPARTMENTS

57 CLASSIFICATIONS AND SALARIES

- 57.1 The salary for an Employee employed under this Part will be specified in the Employee's contract of Employment. The salary will not be less than the Level 15 Teacher rate of pay as specified in Schedule 1B of this Agreement.
- 57.2 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 any allowances specified in Schedule 6B.
- 57.3 The salary specified in the Employee's contract of employment is in compensation for all hours worked in accordance with Clause 58.

58 HOURS OF WORK

- 58.1 The ordinary hours of work for an Employee employed under this Part is 38 hours per week averaged over a period of 12 months.
- 58.2 In addition, an Employee employed under this Part is required to work such reasonable additional hours as are necessary to perform the Employee's duties.

59 ANNUAL LEAVE

- 59.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.
- 59.2 An Employee employed under this Part is entitled to a minimum of eight (8) weeks' annual leave with annual leave loading payable on a maximum of 4 weeks, based on specified hours, for every 12 months of continuous service on a pro rata and cumulative basis.
- 59.3 An Employee under this Part must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.

60 NOTICE OF TERMINATION

- 60.1 Notice of Termination for Employees employed under this Part will be specified in Employee's contract of employment.

PART 7 – CONDITIONS OF EMPLOYMENT FOR PERIPATETIC MUSIC TUTORS

61 CLASSIFICATIONS AND SALARIES

- 61.1 Peripatetic Tutors are those staff who teach music lessons in the School and have either VIT registration or permission to teach registration. This status may be held without formal teacher training.
- 61.2 Schedule 7A sets out the classification structure and Schedules 7B (Casual rates) set out the rate of pay per Music Department Private Lesson (MDPL) .
- 61.3 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.

62 VIT REGISTRATION

- 62.1 All Peripatetic Employees must obtain and maintain permission to teach registration or registration as a Teacher with the Victorian Institute of Teaching (VIT).
- 62.2 In the event that the appropriate registration is not obtained or maintained by a Peripatetic Employee or is terminated or suspended by VIT, the School reserves the right to terminate the Peripatetic Employee's employment without notice.

63 PERIPATETIC TUTOR CATEGORIES

- 63.1 A Peripatetic Tutor can be employed:
- as a classroom curriculum Teacher;
 - as a Casual Music Department Private lessons (MDPL) Tutor; or
 - as a MDPL Tutor employed to teach a combination of classroom curriculum teaching and MDPL lessons.
- 63.2 Where a Peripatetic Tutor is employed as a classroom curriculum Teacher or is engaged to teach a combination of curriculum and MDPL, the Employee will be entitled to the conditions in Part 3 – Conditions of Employment for Teachers and the applicable salary in Schedule 1B based on the Employee's classification under Schedule 7A.
- 63.3 A MDPL Tutor may be employed to work up to and including a full school year. Where a MDPL Tutor is employed under this arrangement, the Employee will be entitled to receive the applicable salary in Schedule 1B based on the Employee's classification under Schedule 7A The employee will be entitled to relevant pro rata leave entitlements and pro rata School Holidays as documented in previous clauses of the agreement. The pro rata salary will be calculated on the MDPL Tutor's ordinary weekly hours for MDPL lessons.. A MDPL Tutor is also required to perform pro rata of the co-curricular and extra curricular activities expected of a full time teacher in accordance with 64.3. The MDPL Tutor's salary is in compensation for all hours worked under this arrangement.
- 63.4 A Casual MDPL Tutor is entitled to the applicable rate of pay in Schedule 7B

The Knox School Collective Agreement 2008

for hours worked.

64 HOURS OF WORK

64.1 Ordinary hours of work

64.1.1 At the commencement of each semester, a Peripatetic Tutor's hours of work will be specified in writing. Hours of work may vary from semester to semester in accordance with student interest and operational requirements.

64.2 Spread of hours

Unless otherwise agreed between an Employee and the School, the ordinary hours of work will be between 6.30am and 9.00pm Monday to Friday inclusive.

64.3 Co Curricular and Extra Curricular Hours

63.3.1 Peripatetic Tutors, who are employed up to and including a full school year will be expected to perform pro rata of up to 196 hours of co curricular/extra curricular programs expected of a full time teacher per annum.

63.3.2 These co curricular and extra curricular duties can include but are not limited to ensembles, bands, choirs, AMEB exams, school concerts, public event performances, camps, excursions, presentation night, house arts, development of various music school programs and the school production.

63.3.3 Where the Peripatetic Tutor is likely to exceed the required proportion of co curricular and extra-curricular hours based on their pro rata FTE, the Peripatetic Tutor will be paid the applicable hourly rate in Schedule 7B (individual lessons) for each additional hour worked. This additional payment must be approved in writing by either the Principal or the Business Director, on the recommendation of the Director of Music, before the activity in question is undertaken and only after all required co curricular and extra curricular hours have already been worked for the School Year.

65 ANNUAL LEAVE

65.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

65.2 A Peripatetic Tutor is entitled four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis based on specified ordinary hours.

65.3 A Peripatetic Tutor must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Peripatetic Tutor works.

65.4 A Peripatetic Tutor who teaches classroom curriculum is entitled to Non Attendance Time in accordance with Part 3 of this Agreement.

66 NOTICE OF TERMINATION (MDPL TUTORS)

66.1 By the Employer

66.1.1 Where the Employer wishes to terminate the employment of a Peripatetic Tutor serving a qualifying period pursuant to clause 12, or a Peripatetic Tutor wishes to resign during a qualifying period, the period of notice is specified by clause 12.

66.1.2 Where the Employer wishes to terminate the employment of a Peripatetic Tutor, where the Peripatetic Tutor has had more than 6 months' continuous service, the Employer will provide the Peripatetic Tutor with written notice of 4 weeks or payment in lieu of notice.

66.1.3 Payment in lieu is calculated by taking the amount of salary that an Peripatetic Tutor would have received by working during the notice period if the Peripatetic Tutor's employment had not been terminated.

66.1.4 The notice period in this clause and in clause 12 do not apply where the Peripatetic Tutor is guilty of serious misconduct.

66.2 By the Peripatetic Tutor

66.2.1 Where a Peripatetic Tutor wishes to resign from the School and has more than 6 months' continuous service, the Peripatetic Tutor must provide the School with written notice of 4 weeks.

The Knox School Collective Agreement 2008

EXECUTED as an Agreement this day of 2007.

Signed for and on behalf of:

The Knox School Limited
16 095 158 222

Principal

Address _____

Authority to Sign

In the presence of _____
Witness

The Knox School Limited
as represented by _____
Name in Print

Authority to Sign

Signature

In the presence of _____
Witness

SCHEDULE 1A – TEACHER CLASSIFICATION STRUCTURE

1A.1 Teachers with Full or Provisional Registration

1A.1.1 A teacher holding full or provisional Registration with the Victorian Institute of Teachers, who has a four year approved training course beyond secondary school including teacher training, will commence at Level 4 and 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.

1A.1.2 A teacher holding full or provisional Registration with the Victorian Institute of Teachers, who has a three year approved training course beyond secondary school including teacher training, will commence at Level 2 and 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.

1A.1.3 A teacher seeking to progress beyond Level 10 must first have been at level 10 for a period of one school year or equivalent and is then required to undertake a Performance Review as detailed at 1A.3. This Performance Review is based on the Victorian Institute of Teachers Standards Of Professional Practice and will be conducted by the Principal.

Teachers making application for progression beyond Level 10 will upon successful completion of the Performance Review be paid at Level 11 from the pay period following application for a Performance Review being made to the Principal or delegate, save that teachers who apply for and successfully pass the Performance Review prior to them spending a school year or equivalent at Level 10 will be paid at Level 11 from the first pay period post their level 10 anniversary date.

Movement from Level 11 up to Level 14 will be automatic and will occur in annual increments on the anniversary of the teachers initial appointment to Level 11 save that for teachers at Level 10 in 2008, clause 1A.1.4 applies.

1A.1.4 Teachers classified at Level 10 in 2008 shall upon successful completion of the Performance Review at 1A.3 progress up the incremental scale with effect as of 1 Feb 2008 as follows.

- More than 1 school year classified at Level 10 up to 2 school years – Level 11
- More than 2 school years classified at Level 10 – Level 12

Movement between Levels 11 and 14 will be automatic in annual increments on the anniversary of the Teacher's initial appointment to level 11

Teachers who have been on Level 10 in 2008 for less than 1 school year will be eligible upon completion of a school year or equivalent at Level 10, to apply for a Performance Review and if successful to move to Level 11 and then in annual increments on the anniversary of the teacher's initial appointment to Level 11, to move to Level 14.

Teachers who in 2008 are classified at Level 11 or above will move in annual increments up to Level 14 with effect of Feb 1 2008.

1A.1.5 A teacher employed for 40% or less of a full time teaching load will be required to complete 24 months service before progressing to the next level.

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1A.2 Permission to Teach Teachers

1A.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1A.2.2 Where a Permission to Teach Teacher receives 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 that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

1A.3 Progression beyond Level 10 will be subject to successful completion of a Performance Review which is based on the Victorian Institute of Teachers Standards Of Professional Practice and an interview with the Principal.

This Performance Review requires each applicant to complete a written statement of no more than 800 words detailing:

- How the work of the teacher demonstrates one or more of the Example Characteristics accompanying each of the eight VIT Standards Of Professional Practice.

At interview, the Principal will discuss the applicant's written statement with the applicant and make any recommendations or suggestions to the applicant regarding their work around the Standards.

Satisfaction of the Performance Review depends on the Principal forming the opinion that the applicant has shown in their written statement and at interview, that their work satisfactorily demonstrates that they meet the VIT Standards of Professional Practice.

While successful completion of the Performance Review is not automatic, a Knox School teacher would usually expect to satisfy its requirements.

The Principal will provide any unsuccessful applicant at Performance Review a written explanation as to why that teacher has failed to meet the requirements of the Performance Review. A teacher will be eligible to reapply for progression beyond Level 10 three months after refusal.

**Victorian Institute of Teachers
STANDARDS OF PROFESSIONAL PRACTICE**

Professional Knowledge

1. Teachers know how students learn and how to teach them effectively

Example characteristics

- Teachers draw on the body of knowledge about learning and contemporary research into teaching and learning to support their practice.
- Teachers know the importance of prior knowledge and language for learning, and the impact of discussion, group interaction and reflection in the learning process
- Teachers know how to engage students in active learning
- Teachers know how classroom and program design, use of material and resources and the structure of activities impact on learning.

2. Teachers know the content they teach

Example characteristics

- Teachers have a sound, critical understanding of the content processes and skills they teach
- Teachers can articulate the key feature and relevance of their content to their students and others and can demonstrate how it is applied
- Teachers know the methodologies, resources and technologies which support learning of the content processes and skills they teach
- Teachers are familiar with curriculum statements, policies, materials and programs associated with the content they teach.

3. Teachers know their students

Example characteristics

- Teachers know the learning strength and weaknesses of their students and are aware of the factors that influence their learning
- Teachers are aware of the social, cultural and religious background of the students they teach and treat students equitably.
- Teachers develop an understanding and respect for their students as individuals, and are sensitive to their social needs and the way they interact with others
- Teachers know the importance of working with communicating regularly with student's families to support their learning.

Professional Practice

4. Teachers plan and assess for effective learning

Example characteristics

- Teachers use their knowledge of students, contents and pedagogy to establish clear and achievable learning goals for their students
- Teachers plan for the use of a range of activities, resources and materials to provide meaningful learning opportunities for all their students
- Teachers monitor student engagement in learning and maintain records of their learning progress

The Knox School Collective Agreement 2008

- Teachers select assessment strategies to evaluate student learning, to provide feedback to students and their parents/guardians and to inform further planning of teaching and learning.

5. Teachers create and maintain safe and challenging learning environment

Example characteristics

- Teachers develop a positive learning environment where respect for individuals is fostered and where learning is the focus
- Teachers provide a learning environment that engage and challenges their students and encourages them to take responsibility for their own learning
- Teachers use and manage the materials, resources and physical space of their classroom to create a stimulating and safe environment for learning
- Teachers establish and maintain clear and consistent expectations for students as learners, and for their behaviour in the classroom

6. Teachers use a range of teaching strategies and resources to engage students in effective learning

Example characteristics

- Teachers communicate effectively with students to make their learning programs explicit, to build rapport, and to support their learning
- Teachers provide and manage opportunities for students to explore ideas and develop knowledge and skills, through discussion and group activities
- Teachers use and manage a range of teaching and learning strategies, technologies, activities and resources
- Teachers provide meaningful feedback to students and their parents/guardians about their developing knowledge and skills.

Professional Engagement

7. Teachers reflect on, evaluate and improve their professional knowledge and practice

Example characteristics

- Teachers regularly reflect on and critically evaluate their professional knowledge and the effectiveness of their practice
- Teachers work collaboratively with other members of the profession and engage in discussion of contemporary issues and research to improve professional practice
- Teachers identify their own professional learning needs and plan for and engage in professional development activities
- Teachers develop organisational and administrative skills to manage their non-teaching duties effectively

8. Teachers are active members of their profession

Example characteristics

- Teachers contribute to the development of school communities that support the learning and wellbeing of both students and fellow teachers
- Teachers work effectively with other professionals, parents/carers and members of the community to provide effective learning for students
- Teachers promote learning, the value of education and the profession of teaching in the wider community

The Knox School Collective Agreement 2008

- Teachers understand and fulfil their legal responsibilities and share responsibility for the integrity of their profession

1A.4 Promotion Review and Progression between Levels 15 - 17

Progression beyond Level 14 is dependent upon the successful completion of a Promotion Review. A teacher awarded progression to one of these levels will spend 2 years or equivalent on the new level before automatically progressing to the next level. The criteria for this promotion review is to be developed by the Consultative Committee.

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SCHEDULE 1B –SALARIES (TEACHERS)

1B.1 Annual Salary

The annual salary for a Full Time Teacher will be not less than that prescribed by the following table.

PER ANNUM	First pay period commencing on or after			
	2008	1 st May 2009	2010	2011
	\$	\$	\$	\$
Level 1	51,514.84	54,414.43	59,103.01	62,429.13
Level 2	51,993.52	54,423.26	59,113.19	62,439.72
Level 3	53,470.56	55,609.38	59,545.76	62,889.59
Level 4	55,458.00	58,076.32	61,229.37	64,667.55
Level 5	58,097.52	60,421.42	63,188.28	66,683.81
Level 6	60,737.04	63,166.52	65,693.18	68,770.91
Level 7	63,376.56	65,911.62	68,548.09	71,290.01
Level 8	66,016.08	68,656.72	71,402.99	74,259.11
Level 9	68,154.32	70,880.49	73,715.71	76,664.34
Level 10	69,617.60	72,402.30	75,298.40	82,806.33
Level 11	71,455.28	74,313.49	80,648.03	83,873.95
Level 12	77,499.88	80,599.88	83,823.87	87,176.83
Level 13	78,185.28	81,312.69	84,565.20	87,947.81
Level 14	79,020.24	82,181.05	85,468.29	88,887.02
Level 15	79,999.52	83,199.50	86,527.48	89,988.58
Level 16	81,000.00	84,240.00	87,609.60	91,113.98
Level 17	82,000.00	85,280.00	88,691.20	92,238.85

1B.2 Weekly Salary

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

1B.3 Annual Leave Loading

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

1B.4 Casual Rate of Pay

The daily rate of pay for a Casual Teacher will not be less than:

TEACHERS CASUAL DAILY RATES	First pay period commencing on or after			
	1 st May			
	2008	2009	2010	2011
	\$	\$	\$	\$
Per Day	252.75	262.86	273.38	284.32
Per Half Day	126.38	131.43	136.69	142.16

SCHEDULE 2A – EDUCATIONAL ASSISTANT CLASSIFICATION STRUCTURE

2A.1 Classifying Educational Assistants

2A.1.1 Positions for ancillary staff employed in early childhood facilities, libraries, laboratories and on audio-visual duties, and as teacher aides will be classified in accordance with the following criteria.

2A.1.2 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.

2A.1.3 Upon engagement, the Employer will inform an Educational Assistant of the classification grade and the rate of pay applying to that classification.

2A.2 Grade 1

2A.2.1 Positions

Positions for which qualifications are not required:

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

2A.2.2 Characteristics

It is characteristic of this classification that the Educational 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.

2A.2.3 Typical duties

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

2A.2.3(a) 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

2A.2.2(b) Audio-visual assistant

The Knox School Collective Agreement 2008

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.

2A.2.3(c) 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 7-10 general science
- preparation of teaching aids under direction
- preparation of standard solutions

2A3.2.3(d) 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 eg. 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.

2A.4 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.

2A.4.1 Positions

- library technician
- laboratory technician
- audio-visual technician

2A.4.2 Characteristics

It is characteristic of this classification that the Educational 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.

2A.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:

2A.4.3(a) 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

The Knox School Collective Agreement 2008

- 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

2A.4.3(b) 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

2A.4.3(c) 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

2A.5 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.

2A.5.1 Positions

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

2A.5.2 Characteristics

It is an essential characteristic of an Educational Assistant at this classification level that such an Educational 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 an Educational Assistant classified as an Educational Assistant Grade 1 or 2.

2A.5.3 Typical duties

The Knox School Collective Agreement 2008

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:

2A.5.3(a) 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 materials

2A.5.3(b) 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

2A.5.3(c) 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

2A.6 Grade 4

Characteristics and duties as for Grade 3, but must be directly supervising at least two full-time Employees or at least three Employees if any of the Employees are part-time.

The Knox School Collective Agreement 2008

SCHEDULE 2B – SALARIES (EDUCATIONAL ASSISTANTS WITH SCHOOL HOLIDAYS)

2B.1 Annual Salary

2B.1.1 A Full time Educational Assistant in receipt of School Holidays will be paid not less than the relevant salary specified for the Educational Assistant's classification and experience level. The salaries specified in this Schedule are based on 48/52 of the salaries specified in Schedule 2C.

2 B PER ANNUM	First pay period commencing on or after			
	1 st May			
	2008	2009	2010	2011
	\$	\$	\$	\$
Grade 1				
In first year of experience	29,610.58	30,795.07	32,027.04	33,308.12
In second year of experience	31,457.23	32,715.82	34,024.49	35,385.47
In third year of experience	33,276.23	34,607.34	35,991.68	37,431.34
Grade 2				
In first year of experience	35,110.36	36,515.04	37,975.56	39,494.58
In second year of experience	36,945.53	38,423.26	39,959.97	41,558.36
In third year of experience	39,697.50	41,285.34	42,936.83	44,654.31
Grade 3				
In first year of experience	40,794.32	42,425.99	44,123.41	45,888.34
In second year of experience	43,015.10	44,736.00	46,525.25	48,386.26
In third year of experience	45,220.75	47,029.83	48,910.92	50,867.36
Grade 4				
In first year of experience	45,220.75	47,029.83	48,910.92	50,867.36
In second year of experience	46,329.06	48,182.49	50,110.02	52,114.42
In third year of experience	47,430.05	49,326.80	51,300.25	53,352.26
In fourth year of experience	48,531.05	50,472.15	52,490.99	54,590.63

2B.1.2 An Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than a Grade 1 salary.

2B.2 Weekly Salary

The weekly salary is calculated by dividing the annual salary by 52.18

2B.3 Part Time Salary

A Part Time Assistant will be paid pro rata of the salary that the Assistant would be entitled to receive if employed as a Full Time Assistant. The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38 \text{ Hrs}} \times \text{appropriate full-time weekly salary}$$

2B.4 Incremental advancement

2B.4.1 Advancement to the next increment within the appropriate Grade will take place on the anniversary of an Assistant's first appointment or in the case of non-continuous service, after the completion of the equivalent of a School

The Knox School Collective Agreement 2008

Year. An Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.4.2 Service for the purposes of this clause will include all service in any other school at the grade to which the Assistant is appointed.

2B.5 Casual Rate of Pay

2B.5.1 A Casual Assistant will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly Salary in Schedule 2C for 1st year of adult experience for the appropriate grade}}{38 \text{ hrs}} \times 1.25$$

2B.5.2 The 25 per cent loading incorporated in the rate of pay is in lieu of any entitlement under this Agreement to annual leave or School Holidays, leave loading, personal leave (including paid sick leave and paid carer's leave) and paid compassionate leave.

2B.6 Junior Salary

A junior Assistant is entitled to be paid not less than the following percentage of the full-time salary for the position and years of experience, classified in accordance with Schedule 2A of this Agreement.

<u>Age</u>	<u>Percentage of full-time rate</u>
	%
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

The Knox School Collective Agreement 2008

SCHEDULE 2C – SALARIES (EDUCATIONAL ASSISTANTS WITH ANNUAL LEAVE)

2C.1 Annual Salary

2C.1.1 A Full time Educational Assistant in receipt of annual leave will be paid not less than the relevant salary specified for the Assistant's classification and experience level.

2 C PER ANNUM	First pay period commencing on or after			
	1 st May			
	2008	2009	2010	2011
	\$	\$	\$	\$
Grade 1				
In first year of experience	32,128.79	33,413.98	34,750.84	36,140.87
In second year of experience	34,143.46	35,509.01	36,929.35	38,406.53
In third year of experience	36,110.13	37,554.47	39,056.73	40,619.00
Grade 2				
In first year of experience	38,096.62	39,620.80	41,205.50	42,853.72
In second year of experience	40,083.63	41,687.12	43,354.80	45,088.99
In third year of experience	43,061.55	44,784.01	46,575.35	48,438.36
Grade 3				
In first year of experience	44,256.47	46,026.41	47,867.84	49,782.56
In second year of experience	46,660.92	48,527.40	50,468.50	52,487.24
In third year of experience	49,046.07	51,008.04	53,048.28	55,170.21
Grade 4				
In first year of experience	49,046.07	51,008.04	53,048.28	55,170.21
In second year of experience	50,248.30	52,258.27	54,348.60	56,522.54
In third year of experience	51,442.70	53,500.15	55,640.06	57,865.66
In fourth year of experience	52,636.58	54,742.04	56,932.03	59,209.31

2C.1.2 An Assistant employed in a position that is not covered by a classification (Schedule 2A) is entitled to be paid not less than the relevant Grade 1 salary.

2C.2 Weekly Salary

Refer to Schedule 2B.

2C.3 Part Time Salary

Refer to Schedule 2B.

2C.4 Incremental advancement

Refer to Schedule 2B.

2C.5 Casual Rate of Pay

Refer to Schedule 2B

2C.6 Junior Salary

Refer to Schedule 2B.

The Knox School Collective Agreement 2008

**SCHEDULE 3A - ADMINISTRATION & MAINTENANCE PERSONNEL
CLASSIFICATION STRUCTURE**

LEVEL	INDICATIVE CLASSIFICATION/TITLES	INDICATIVE WORK DESCRIPTIONS
Level 1	Clerical Officer using standard computer applications and software or equipment or manual record handling systems and procedures such as Cashier, Accounts Officer or Mail Officer. Maintenance Officer using hand or small tools and mechanical equipment.	General or routine tasks performed initially under direct supervision, leading to routine direction and supervision only after acquiring job skills and a knowledge of routines, techniques and practices through on-the-job training. No prior experience, specific skills or post-secondary qualification is required.
Level 2	Clerical Officer with Level 1 skills and using basic in-house computer applications or technology systems - Telephonist, Front Desk, Word Processing and Data Entry (1). Maintenance Officer with Level 1 skills and using medium size mechanical equipment.	A combination of more complex tasks and functions requiring knowledge and job skills that are gained either by completing a one year post-secondary certificate (or approved trade certificate) or not less than 3 years prior work experience considered relevant by the employer. Supervision is minimal or routine and instruction on techniques, practices and skills is provided.
Level 3	Clerical Officer with Level 2 skills and using more complex in-house or bespoke computer applications or technology systems - Enrolment Officer, Secretaries to Senior Management, Accountant, Payroll Officer, Word Processing & Data Entry (2), Front Desk. Maintenance Officer with Level 2 skills and using large or ride-on mechanical equipment.	Complex tasks requiring knowledge and job skills that are gained either by completing a relevant 2 or 3 year post-secondary qualification (or approved trade diploma) or not less than 5 years prior work experience considered relevant by the employer. Secretarial skills including shorthand. General instruction is provided but significant initiative and discretion is required to demonstrate expertise. No direct supervision is required and instruction on techniques, practices and skills is provided. Accountability and reporting to either Department or Senior Managers. All employees at this level must have completed their International Computer Driving License (ICDL) or its equivalent. In relation to maintenance staff, a minimum of four units of the ICDL must be genuinely attempted. These four units must be nominated by the employee.
Level 4	Assistant Systems Administrator, Academic/Admissions Registrar, Advanced Clerical Officer or advanced Maintenance Officer .	Advanced Clerical or Advanced Maintenance Officer or Academic/Admissions Registrar coordinating specific functions within the organisation and/or directly supervising 2 or more full-time (or 4 or

The Knox School Collective Agreement 2008

more if any are part-time or casual) employees and requiring Level 3 skills. Positions require reasonable autonomy and accountability and reporting to either Department or Senior Managers. Assistant Systems Administrator with a relevant 2 or 3 year (minimum) post-secondary qualification or not less than 5 years prior work experience considered relevant by the employer, and providing support and training functions or a specialist design function within the organisation, with accountability and reporting to either Department or Senior Managers.

Level 5	Supervisor - Systems Administration, Clerical Officer (Coordinator) or Maintenance Officer (Coordinator).	Clerical or Maintenance Officer coordinating specific functions within the organisation and requiring Level 4 skills and directly supervising 4 or more full-time (or 2 or more employees and property management responsibilities for planning, Occupational Health and Safety and regularly co-ordinating outsourced services that would be in other workplaces be handled by employees of that department). Supervisor - Systems Administration with a relevant 2 or 3 year (minimum) post-secondary qualification or not less than 5 years prior work experience considered relevant by the employer, and having multi-functional or well developed specific or highly specialised skills to provide system or component maintenance and management or development or specialised training functions within the organisation. The Supervisor - Systems Administration will have staff supervision responsibilities. These positions require reasonable autonomy but still report to Senior Managers.
Level 6	Senior Manager.	Senior Manager of department or unit reporting directly to Executive Management.

The Knox School Collective Agreement 2008

SCHEDULE 3B - SALARIES (ADMINISTRATION & MAINTENANCE PERSONNEL)

3B.1 Annual Salary

3B.1.1 A Full Time Employee is entitled to be paid not less than the following annual salary relevant to the Employee's classification.

3 B PER ANNUM	First pay period commencing on or after			
	1 st May			
	2008	2009	2010	2011
	\$	\$	\$	\$
Grade 1				
In first year of experience	32,501.36	33,801.68	35,153.67	36,559.81
In second year of experience	32,874.44	34,189.38	35,557.02	36,979.30
Grade 2				
In first year of experience	37,155.29	38,641.38	40,186.95	41,794.43
In second year of experience	37,581.60	39,084.91	40,648.22	42,274.15
In third year of experience	38,014.17	39,534.70	41,116.27	42,760.93
In fourth year of experience	38,484.84	40,024.15	41,625.55	43,290.57
Grade 3				
In first year of experience	40,554.82	42,176.57	43,864.07	45,618.64
In second year of experience	40,998.35	42,637.84	44,343.61	46,117.35
In third year of experience	41,469.53	43,128.34	44,853.41	46,647.54
Grade 4				
In first year of experience	44,285.69	46,057.20	47,899.15	49,815.12
In second year of experience	44,794.96	46,586.30	48,450.17	50,388.18
In third year of experience	45,308.94	47,121.15	49,005.89	50,966.13
Grade 5				
In first year of experience	50,665.74	52,692.41	54,800.48	56,992.50
In second year of experience	51,247.54	53,297.17	55,429.25	57,646.42
In third year of experience	51,837.18	53,910.81	56,066.89	58,309.56
Grade 6				
In first year of experience	55,544.57	57,766.39	60,076.92	62,480.00
In second year of experience	56,183.25	58,430.64	60,767.78	63,198.50

3B.1.2 The Employee may apply for a performance review to the Principal or the Business Manager.

3B.2 Weekly Salary

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

3B.3 Part Time Salary

A Part Time Employee under this Schedule is paid per hour worked an amount not less than 1/38th of the weekly rate of appropriate to the Employee's classification.

3B.4 Casual Rate of Pay

The Knox School Collective Agreement 2008

A Casual Employee under this Schedule is paid per hour worked an amount not less than 1/38th of the weekly rate of pay appropriate to the class of work performed plus 25 per cent.

3B.5 Junior Salary

A Full Time junior Employee classified at Level 1 or Level 2 pursuant to Schedule 3A, is entitled to be paid not less than the following percentage of the full time salary relevant to the Employee's classification.

<u>Age</u>	<u>Percentage of full-time rate</u>
Under 17 years	50%
At 17 years	60%
At 18 years	70%
At 19 years	80%
At 20 years	90%

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SCHEDULE 4A - CLASSIFICATION STRUCTURE (NURSES)

School Nurse Level 1 (Sole)

A Division 1 Nurse appointed as such who provides primary nursing care with its associated administrative duties.

School Nurse Level 2 (Sole)

A Division 1 Nurse appointed as such who, in addition to performing Level 1 functions, provides health counselling, health education and may act in a resource capacity to the school community.

The Knox School Collective Agreement 2008

SCHEDULE 4B - SALARIES (NURSES)

4B.1 A School Nurse employed full time, term time only, is entitled to be paid not less than the following annual salary relevant to the Employee's classification.

4 B PER ANNUM SCHOOL TERM TIME ONLY	First pay period commencing on or after			
	1 st May			
	2008	2009	2010	2011
	\$	\$	\$	\$
School Nurse (Sole) Level 1	44,297.02	46,068.90	47,911.66	49,828.12
School Nurse (Sole) Level 2	45,253.37	47,063.50	48,946.04	50,903.89

4B.2 The salaries specified in this table are for a Nurse in receipt of School Holidays and have been adjusted to take this additional leave into account.

4B.3 The Employee may apply for a performance review to the Principal or the Business Manager.

SCHEDULE 5A - ICT PROFESSIONALS CLASSIFICATION STRUCTURE

5A Classification definitions

Definitions

Graduate IT Professionals will be defined as an adult person qualified to carry out professional IT duties and holding minimum qualifications of either a 3, 4 or 5 year tertiary course or equivalent industry recognised courses and experience as considered relevant by the School and/or the Australian Computer Society.

Experienced IT Professionals will, in addition to the above qualifications and /or experience, have supervised IT projects, supervised IT staff, set work direction, and guided graduate IT professionals in the development and work outcomes.

The definitions of work within Information Technology at the school are

- the design, manufacture, repair and installation of computers and computer peripherals;
- the design, manufacture, repair and installation of telecommunications equipment;
- the design manufacture, repair and installation of computer software;
- computer system installation, repair and maintenance;
- computer consultancy with staff within the school;
- computer programming under direction and guidance of the Head of ICT and relevant others;
- systems analysis and identification for system improvements
- activities which are incidental, ancillary or complimentary to these activities.

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

5A.1.1 Graduate IT (3 Year) level 1

An IT Professional who has completed a 3 year degree course or industry equivalent course with relevant experience who provides ICT support to the school with its associated administrative duties.

5A.1.2 Graduate IT (4 or 5 Year) level 1

An IT Professional who has completed a 4 or 5 year degree course, or industry equivalent course with relevant experience who provides ICT support to the school with its associated administrative duties.

5A.1.2 Experienced IT Level 2

An IT Professional appointed as such who, in addition to performing Level 1 functions, plans and conducts professional work without detailed supervision but with guidance on unusual features and is usually engaged on more responsible assignments requiring substantial professional experience.

The Knox School Collective Agreement 2008

5A.1.3 Experienced IT Level 3

An IT Professional at this level will

- in addition to performing Level 2 functions, 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.
- The Employee may make some original contribution or apply new professional approaches and techniques to the design or development of equipment or products.
- Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible.
- The Employee makes responsible decisions on matters assigned, including the establishment of professional standards and procedures.
- The Employee consults, recommends and advises in speciality areas.

5A.1.4 Experienced IT Level 4

An IT Professional 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 professional information technology field.
- initiates or participates in short or long range planning and makes independent decisions on 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 information technology systems, facilities and functions;
- coordinates work programs and directs or advises on the use of equipment and materials.

The Knox School Collective Agreement 2008

SCHEDULE 5B - SALARIES (ICT PROFESSIONALS)

5B.1 A Full Time Employee is entitled to be paid not less than the following annual salary relevant to the Employee's classification.

5B PER ANNUM	First pay period commencing on or after			
	1 st May			
	2008	2009	2010	2011
	\$	\$	\$	\$
Graduate IT (3 year) Level 1	38,348.13	39,882.05	41,477.33	43,136.43
Graduate IT (4or5 year) Level 1	39,161.09	40,727.53	42,356.63	44,050.90
Experienced IT Level 2	45,466.52	47,285.18	49,176.59	51,143.65
Experienced IT Level 3	49,828.77	51,821.92	53,894.80	56,050.59
Experienced IT Level 4	56,352.31	58,606.41	60,950.66	63,388.69

5B.2 The Employee may apply for a performance review to the Principal or the Business Manager.

SCHEDULE 6A – POSITIONS OF RESPONSIBILITY STRUCTURE

6A.1 Eligibility

6A.1.1 Where an Employee is required to perform a task as a major part of their position, that would warrant promotion to a higher level, then the Employee will be paid a responsibility allowance to reflect the additional responsibility (and the training/qualification status) required.

6A.1.2 The allowance is linked to a position of responsibility rather than tied to an individual Employee.

6A.1.3 The Principal determines who is eligible for the allowance.

6A.2 Notification

6A.2.1 The Principal will provide written advice to an Employee in receipt of a rate of pay of the position, its tenure, the duties required and the amount to be paid. If, for any reason, it is requirement of the position to attend during the period of School Holidays or Non Attendance Time (where applicable) the Employee will be advised at the time of offer.

6A.2.2 The Principal will advise the Employee of the level to which the position equates in accordance with 6A.3.

6A.3 Structure of Responsibility Allowances

6A.3.1 Examples of Level Classifications for Middle Management - Positions of Responsibility

Level 3

Directors, Associate Heads of School, Year- Level Co-ordinator; ISO 9001/2000 Systems Manager, Faculty Head (Years 7 -12) in the following departments SOSE, English, LOTE, Mathematics, IT, Art, Science, PHP/Health, Sport, Timetabler, Report Maker, VASS responsibility, Home Stay Co-ordinator and any others as defined in the future by the Principal.

Level 2

Examinations Co-ordinator; Special Education and Special Services Co-ordinator; Multi-Media Manager; Occupational Health and Safety Chairperson, After-Hours Homework classes, Post-entry orientation (Middle School and Senior College) Coordinator and any others as defined in the future by the Principal.

Level 1

Counselling Co-ordinator, ISO 9001 Auditors (shared); Equality Opportunity Officer, Outdoor Education Co-ordinator, Junior School Subject Co-ordinator, VET Co-ordinator, PEAK Co-ordinator, Year 5/6 Curriculum Co-ordinator, Business Studies Co-ordinator.

6A.3.2 Should the Principal require any of the people occupying these Middle

The Knox School Collective Agreement 2008

Management positions to become members of the Management Team, then a premium of **\$3,000** per annum will be paid for the responsibility and the incursions on School Holidays or Non Attendance Time (where applicable) that such a membership will require. The position description will normally signify whether membership of Management is either expected or required.

6A.3.3 All these positions have specific duties and responsibilities, and in some cases, such as the Directors (of Music, Human Resources, Public Performance) or the Special Education and Special Services Co-ordinator, these positions will have specific qualification or professional development requirements. All these responsibilities and requirements are defined in the relevant segment of the ISO 9001 system.

6A.3.4 An Associate Head's portfolio will differ from a Co-ordinators role in that the Associate will at times be regularly "in charge of the school when the Head is not required to be at school". This will occur regularly in the Junior School when it is operating its OHSC or Holiday programmes.

6A.3.5. Tutor Allowance - All tutors are entitled to a stipend of \$300 per annum. A further bonus of \$300 will be paid to tutors who have exceeded the normal expectations of the tutor. These criteria will be established by the Consultative Committee.

The Knox School Collective Agreement 2008

SCHEDULE 6B – POSITIONS OF RESPONSIBILITY ALLOWANCES

6B 1 Rates of Pay

6B.1 The following rates of pay apply to a position of responsibility.

6B PER ANNUM	First pay period commencing on or after			
	1 st May			
	2008	2009	2010	2011
RESPONSIBILITY ALLOWANCES	\$	\$	\$	\$
Level 1	5,307.23	5,519.60	5,740.32	5,969.93
Level 2	2,948.69	3,066.62	3,189.76	3,317.35
Level 3	1,768.90	1,839.87	1,913.44	1,989.98

6B .2 Where the position of responsibility is shared, the payment may also be shared.

**SCHEDULE 7A – CURRICULUM PERIPATETIC TUTORS
CLASSIFICATION STRUCTURE**

7A CLASSIFICATIONS AND SALARIES

- 7A.1** A Curriculum Peripatetic Tutor who is a qualified Teacher will be paid as a classroom Teacher under this agreement according to the teaching salary scales in Schedule 1B.
- 7A.2** A Curriculum Peripatetic Tutor with permission to teach registration will be paid at the equivalent level for a qualified teacher minus two levels. Classification above this level may be considered by the School where the Employee can demonstrate significant industry experience or expertise.
- 7A.3** The Employee may apply for a performance review to the Principal or the Business Manager.

The Knox School Collective Agreement 2008

SCHEDULE 7B – CASUAL RATES OF PAY (MDPL LESSONS)

- 7B.1** The rates of pay below are based on the Victorian Music Teacher Association pay rates as at 2008.
- 7B.2** This payment is subject to a time sheet submitted by the Peripatetic Tutor and authorised by the Employee’s supervisor.
- 7B.3** Time sheets must be submitted on a fortnightly basis.

Table 7B	First pay period commencing on or after			
	1 st May			
	2008	2009	2010	2011
MDPL RATE PER HOUR	\$ per hour	\$ per hour	\$ per hour	\$ per hour
INDIVIDUAL LESSONS \$55) X Collective agreement 4% increase per year	55.00	57.2	59.49	61.87
GROUP LESSONS \$65 X Collective agreement 4% increase	65.00	67.60	70.30	73.11