

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as the Korowa Anglican Girls' School Agreement 2009 (the 'Agreement') and is an Employee Collective Agreement made pursuant to section 327 of the *Workplace Relations Act 1996* (Cth.).

2 ARRANGEMENT

This Agreement is arranged as follows.

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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 by the Workplace Authority.
- 3.2 The nominal expiry date of the Agreement is 3 years from the operative date.

4 PARTIES BOUND

- 4.1 This Agreement binds:
- i. the Employer;
 - ii. Teachers, including Permission to Teach Teachers; and
 - iii. School Assistants
- 4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the

Agreement. Parts 3 and 4 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)
Attendance Time	means all days of the School Year less the Non Attendance Time and the period of annual leave
Australian Fair Pay and Conditions Standard	means Part 7 (The Australian Fair Pay and Conditions Standard of the <i>Workplace Relations Act 1996</i> (Cth)
Award	means the following: <ul style="list-style-type: none"> • <i>Victorian Independent Schools - Teachers - Award 1998</i>; • <i>Victorian Independent Schools - School Assistants - Award 1998</i>; and • <i>Educational Services – Early Childhood Assistants – Victoria – Award 1999</i> and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Basic Periodic Rate of Pay	means the rate of pay from the relevant Australian Pay and Classification Scale for a period worked, as defined by Division 2 of Part 7 (Australian Fair Pay and Conditions Standard) of the <i>Workplace Relations Act 1996</i> (Cth)
Casual Employee	means an Employee employed pursuant to clause 8 of this Agreement
Commission	means Australian Industrial Relations Commission
Employee	means a person covered by this Agreement
Employer	means the Korowa Anglican Girls' School ABN 53 007 133 646
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 8 of this Agreement
Full Time Employee	means an Employee employed pursuant to clause 8 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 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 four (4) weeks' annual leave)
Part Time Employee	means an Employee employed pursuant to clause 8 of this Agreement
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</i> (Vic.) 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 Korowa Anglican Girls' School or his or her nominee
Registered Health Practitioner	means a person registered under the <i>Health Professions Registration Act 2005</i> (Vic.)
School	means Korowa Anglican Girls' School ABN 53 007 133 646 trading as Korowa Anglican Girls' School
School Assistant	means a person who is ancillary to the process of teaching and includes <ul style="list-style-type: none"> ● teacher aide ● library assistant ● laboratory assistant ● audio visual assistant ● early childhood assistant
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, 1 February to 31 January
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</i>

	<i>Training Reform Act 2006 (Vic.)</i> and is employed to teach. This definition includes a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i>

7 DISPUTE RESOLUTION PROCEDURE

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

Where the matter is not resolved by Step 1, the Employer or the Employee(s) may each seek the assistance of a representative in order that a further attempt may be made to resolve the matter.

Step 3

Where the Employer and the Employee(s) are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of a representative.

Step 4

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

8 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.

8.1 Full Time Employees

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

8.2 Part Time Employee

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

8.2.2 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.

- 8.2.3 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 8.2.2. 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 18 hours secondary and 23 hours primary.

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

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

8.3 Fixed Term Employee

- 8.3.1 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.

- 8.3.2 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.

- 8.3.3 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.

- 8.3.4 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 clauses 40 or 44.

- 8.3.5 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

- redundancy.

8.4 Casual Employee

- 8.4.1 The Employer may employ an Employee as a Casual Employee in accordance with this Agreement.
- 8.4.2 A Casual Employee is entitled to the rate of pay specified in Schedule 1B. This rate of pay includes a loading in lieu of paid leave entitlements.
- 8.4.3 The Employer will engage a Casual Teacher for a full day or a half day.
- 8.4.4 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
 - accident make-up pay
- 8.4.5 A Casual Employee is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.
- 8.4.6 An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.
- 8.4.7 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.

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

9 QUALIFYING PERIOD

- 9.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.
- 9.2 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 relevant notice of termination in clause 40 or 44 and does not need to comply with any due process or performance management policies or procedures in place from time to time.
- 9.3 If the Employer is to terminate the employment of an 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>
Teacher	7 weeks' notice wholly within the one school term
School Assistant	4 weeks wholly within the one school term

- 9.4 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 9.3 above.

10 REMUNERATION PACKAGING

- 10.1 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.
- 10.2 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.

11 SUPERANNUATION

The Employer currently makes an employer superannuation contribution equivalent to 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to Victorian Independent Schools Superannuation Fund (VISSF).

12 PAYMENT ARRANGEMENTS

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

13 SCHOOL YEAR COMMENCEMENT

Teachers and Teacher Assistants are to commence Term 1 on the following dates:

2009: Tuesday 27 January

2010: Wednesday 27 January

2011: Thursday 27 January

New Teachers and New Teacher Assistants will commence one working day prior to these dates.

14 PERSONAL LEAVE

14.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the Act) except where more favourable terms are provided in this Agreement.

14.2 This clause does not reproduce Division 5 of Part 7 of the Act in full.

14.3 Entitlement

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

14.3.2 For a Full Time Teacher or School Assistant, the sick leave entitlement equates to 15 days per year of service. A Part Time Teacher or School Assistant is entitled to paid sick leave on a pro rata basis based on specified hours in clause 37 or 42.

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

14.3.4 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. A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 37 or 42. Carer's leave, if not used in any year, does not accrue as a separate entitlement.

14.3.5 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.

14.3.6 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.

14.3.7

The amount of personal leave, a Full Time Teacher or School Assistant may take as sick leave, depends upon how long the Teacher or School Assistant has worked for the Employer and accrues as follows:

- 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; and
- in the second and subsequent year of service, 15 days at the commencement of that year.

14.3.8 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.

14.3.9 An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.
- Where all paid personal leave entitlements have been exhausted, Korowa and a Teacher/School Assistant may agree upon the period of unpaid leave to be taken. In the absence of agreement, a Teacher/School Assistant is entitled to take up at least two (2) days unpaid leave per occasion.

15 COMPASSIONATE LEAVE

15.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.

15.2 This clause does not reproduce Subdivision E of Division 5 of Part 7 of the Act in full.

15.3 Entitlement

- 15.3.1 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.
- 15.3.2 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.
- 15.3.3 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.
- 15.3.4 A casual employee:
- a) is not entitled to paid compassionate leave;
 - b) is entitled to not be available to attend work or is entitled to leave work if a member of the employee's immediate family or member of the household in Australia is seriously ill or dies.
- 15.3.5 A casual employee and the School may agree upon the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two days per occasion.

16 INFECTIOUS DISEASES LEAVE

- 16.1 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.
- 16.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

17 PUBLIC HOLIDAYS

- 17.1 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, Easter Tuesday, 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.

17.2 Public holidays that occur during a period of leave for Employees in accordance with 39 or 43 do not create an additional entitlement.

17.3 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.

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

17.5 An agreement made in accordance with 17.3 or 17.4 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.

Comment [A1]: I believe this cross reference was an error and have made an amendment to cross reference Clause 37 – School Holidays for school assistants.

18 PARENTAL LEAVE

18.1 Relationship with Act

18.1.1 Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the Act), except where this more favourable terms are provided in this Agreement.

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

18.2 Application

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

18.2.2 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.

18.2.3 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.

18.3 Definitions

18.3.1 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.

18.3.2 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.

18.3.3 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.

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

18.4 Basic entitlement

18.4.1 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 care-giver of the child, of which the first 8 weeks will be paid at the ordinary rate of pay.
- a single, unbroken period of paid 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.

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

18.4.3 In order to claim a second or subsequent period of paid parental leave an employee must return from a period of parental leave and provide a minimum of 12 months service.

18.4.4 In the event that the Federal Government implements a statutory paid parental leave scheme any amount available under this scheme will offset the employer's obligation under clause 18.4.1 and not be in addition to.

18.5 Right to request

18.5.1 Simultaneous Leave

- (a) Subject to 18.5.1(b), an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application under 18.5.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

18.5.2 Additional Long Parental Leave

- (a) Subject to 18.5.2(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 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 18.5.2(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.

18.5.3 Part Time Work

- (a) Subject to 18.5.3(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 18.5.3(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.

18.5.4 Request to be considered

- (a) The Employer shall consider any request made pursuant to 18.5.1, 18.5.2 or 18.5.3 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 18.5.1, 18.5.2 or 18.5.3 must be recorded in writing.

18.6 Ordinary maternity leave

18.6.1 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); and
- (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.

18.6.2 When the Employee gives notice under 18.6.1(b) the Employee must also provide a statutory declaration stating the following:

- the particulars of any period of paternity leave sought or taken by her spouse;
- that the Employee intends to be the child's primary care-giver at

all
times while on ordinary maternity leave; and

- that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

18.6.3 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.

18.6.4 Subject to clause 18.4.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.

18.6.5 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.

18.6.6 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 18.6.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

18.6.7 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.

18.7 Special maternity leave

18.7.1 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.

18.7.2 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.

18.7.3 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.

18.7.4 Where leave is granted under clause 18.6.4, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

- 18.7.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.
- 18.7.6 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.
- 18.7.7 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.
- 18.7.8 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.
- 18.7.9 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.
- 18.7.10 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.

18.8 Paternity leave

- 18.8.1 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 the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Employee to comply with 18.8.1(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.

18.8.2 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.

18.8.3 The Employee will not be in breach of 18.8.2 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.

18.9 Adoption leave

18.9.1 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.

18.9.2 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.

18.9.3 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.

18.9.4 A notice under 18.9.1, 18.9.2 or 18.9.3 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.

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

18.9.6 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.

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

- (a) a statement from the adoption agency of the day when the placement is expected to start, and
- (b) a statutory declaration made by the Employee stating
 - whether the Employee is taking short adoption leave, 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.

18.9.8 An Employee may take:

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

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

18.9.9 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.

18.9.10 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.

18.10 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 18.5.2.

18.11 Transfer to a safe job

18.11.1 Subject to 18.11.2 and 18.11.3, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

18.11.2 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 18.6; 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.

18.11.3 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 18.11.4(b); or

- (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 18.11.4(b).

18.11.4 If the Employee takes paid leave under 18.11.3:

- (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; or
 - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
 - (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.

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

18.12.1 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
- (b) may further extend the period of ordinary maternity leave, long paternity leave or long adoption leave by agreement with the Employer.

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

18.12.3 To avoid doubt, this subclause does not apply to the right to request provision in 18.5.2.

18.13 Returning to work after a period of parental leave

18.13.1 An Employee will notify the Employer 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.

18.13.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 18.11, 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.

18.13.3 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.

18.13.4 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.

18.14 Replacement employees

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

18.14.2 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.

18.15 Communication during parental leave

18.15.1 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.

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

18.15.3 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 18.15.1.

19 LONG SERVICE LEAVE

19.1.1 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.

19.1.2 A Teacher is entitled to long service leave

An employee is entitled to 9.1 weeks Long Service Leave after the completion of 7 years continuous employment based on an accrual of 1.3 weeks per year of employment.

An employee is entitled to an additional 1.3 weeks Long Service Leave for each additional year of continuous employment.

Where an employee has completed at least 7 years of continuous employment, they are entitled to payment for long service upon termination of employment unless termination is on the grounds of serious misconduct.

- 19.1.3 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992* (Vic.).
- 19.1.4 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.
- 19.1.5 A School Assistant, 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.
- 19.1.6 A Teacher, whose time fraction has varied during service, is paid salary in accordance with the following arrangement:

Service prior to 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
(a)	where all service for the period of employment ending 31 January 1997 was part-time	Salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay
(b)	where full-time employment falls last	<ul style="list-style-type: none"> • leave taken from the full-time credit will be paid at the current full-time salary, and • 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 hours over the last 12 months of part-time employment
(c)	where part-time employment falls last	<ul style="list-style-type: none"> • 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, and • leave taken from the part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment

(d)	where the Teacher can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment	average weekly hours will be struck over the actual period of part-time employment
Service from 1 February 1997		
<i>Employment Arrangement</i>		<i>Entitlement to Payment</i>
Time fraction has varied during service		payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service

19.2 Illness on Long Service Leave

19.3 Subject to the requirements of 19.4, 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.

19.4 The Employee's application under 19.3:

- 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.

20 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)*.

21 ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

21.1 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) in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

21.2 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:

- (a) 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; and
- (b) 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)*.

21.3 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 workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.

21.4 For the purposes of 20.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.

22 WITHHOLDING OF MONIES

22.1.1 Subject to 22.1.2, in the event that an Employee does not provide the full notice required by 40 or 44, 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.

22.1.2 Clause 22.1.1 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.

22.1.3 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 44, a payment for School Holidays;

- iii. any entitlement to a pro rata payment for long service leave 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.

22.1.4 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.

23 INTRODUCTION OF MAJOR CHANGE

As has been customary practice at Korowa, changes to conditions such as hours of work, staffing levels, work practices, the structure of the school day, and the co-curricular program, will be arrived at through a consultative process, involving staff members and the School.

23.1 Duty to notify

Where the School has made a definite decision to introduce major changes in:

- production
- program
- organisation
- structure, or
- technology

that are likely to have significant effects on Teachers/School Assistants, the School will notify the Teachers/School Assistants who may be affected by the proposed changes.

Significant effects include:

- termination of employment
- major changes in the composition, operation or size of Korowa's workforce in the skills required or the alteration of hours of work
- the need for retraining or transfer of Teachers/School Assistants to other work or locations
- the restructuring of jobs.

With the exception that where the Agreement makes provision for alterations of any of the matters referred to in this clause an alteration will be deemed not to have significant effect.

23.2 Duty to discuss change

The School will discuss with the Teacher/School Assistants affected and their support person:

- the introduction of the changes referred to above
- the effects the changes are likely to have on Teachers/School Assistants
- measures to avert or mitigate the adverse effects of such changes on Teachers/School Assistants.

The School will give prompt consideration to matters raised by the Teachers/School Assistants and/or their support person in relation to the changes.

The School will commence discussions as early as practicable after the School has made a definite decision to make the changes referred to above.

For the purposes of such discussion the School will provide in writing to the Teachers/School Assistants concerned and their union, all relevant information about the changes including ;

- the nature of the changes proposed
- the expected effects of the changes on Teachers/School Assistants; and
- any other matters likely to affect Teachers/School Assistants.

For the purposes of such discussion, the School will not be required to disclose confidential information of which would be detrimental to the School's interest.

24 REDUNDANCY

24.1 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.

24.2 Redundancy Disputes

24.2.1 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) in good time, 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.

24.2.2 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.

24.3 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.

24.4 Severance Pay

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

Period of Continuous Service	Entitlement
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Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	8 weeks' pay
4 years but less than 5 years	10 weeks' pay
5 years but less than 6 years	12 weeks' pay
6 years but less than 7 years	14 weeks' pay
7 years but less than 8 years	16 weeks' pay
8 years but less than 9 years	17 weeks' pay
9 years but less than 10 years	18 weeks' pay
10 years but less than 11 years	19 weeks' pay
11 years but less than 12 years	20 weeks' pay
12 years and over	21 weeks' pay

In circumstances where Part-Time staff suddenly receive a decrease in their workload which equates to more than a 50% decrease on the previous year's employment, they will be offered a redundancy package as an alternative to accepting a reduced workload.

***Week's pay** means the ordinary time rate of pay for the Employee concerned.

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.

24.5 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 24.4 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.

24.6 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.

24.7 Time off during notice period

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

25 ANNUAL LEAVE LOADING

- 25.1 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.
- 25.2 An Employee who is employed for part only of a School Year is entitled to be paid leave loading as follows:

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

- 25.3 An Employee who ceases employment with the Employer prior to the commencement of third term is not entitled to leave loading from the Employer.
- 25.4 An Employer may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

26 WORKLOAD

The School may direct a Teacher/School Assistant to perform such duties as are within the limits of the employee's skill, competence and/or training.

At all times, Korowa Anglican Girls' School will endeavour to distribute workloads equitably, and ensure that no member of staff (full-time or part-time) shall be required to perform an unfair, unreasonable or excessive workload. Staff may be expected to perform duties outside School hours at a variety of School events. Any additional hours over and above 38 hours per week will be averaged over 48 weeks.

For the purposes of determining an individual's workload, documentation evidencing curricular, co-curricular and professional development activities may be taken into account.

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

Teachers, both full-time and part-time, are expected to participate and assist in the preparation of and supervision of School activities: such participation and assistance to be on a pro-rata basis for part-time Teachers.

All first year Teachers will have their workload reduced by 2 periods per cycle to allow for mentoring and portfolio development.

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

27 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.

28 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.

29 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.

30 REMOVAL LEAVE

A Teacher/School Assistant is entitled to one (1) day's removal leave per annum for the bona fide removal to a new place of residence. This entitlement is not cumulative.

31 JURY SERVICE LEAVE

31.1 Entitlement

- 31.1.1 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.
- 31.1.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 31.1.3 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.
- 31.1.4 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.
- 31.1.5 Subject to 31.1.2 to 31.1.4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 31.1.1 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.

32 EXAMINATION LEAVE

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

33 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.

34 STAFF DISCOUNT FOR CHILDREN ATTENDING KOROWA

All full-time staff and those working 0.5 or more part-time, are entitled to a discount of 25% on tuition fees for each child attending Korowa. Staff working less than 0.5 of full-time are eligible for a 10% discount. Children attending Korowa other than the eldest child receive a further 10% sibling discount for each younger child. The staff discount does not apply for children of casual staff and staff employed for a fixed term of one School Term or less.

The staff discount applies in addition to any scholarship awarded to the student. Staff discount continues to apply if the staff member is on paid leave. The staff discount also applies for up to four Terms of Parental Leave. The staff discount does not apply to any other form of unpaid leave. No staff discount is available for Aftercare or Holiday Program services provided at the School.

The staff discount applies to the Term's fees billed in the term coinciding with the staff member's employment.

35 CONSULTATIVE COMMITTEE

A Consultative Committee shall be established with meetings to be held once a term and also when the need arises. This Committee shall comprise the Principal, two members of the School Executive, one staff member from the Junior School, two staff members from the Senior School and one staff member who is a School Assistant.

The Consultative Committee will meet to discuss areas of mutual concern relating to this Agreement and/or workplace conditions with the aim of better meeting the needs of the School, Teachers and School Assistants.

PART 3 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

36 CLASSIFICATIONS AND SALARY

36.1 Schedule 1A sets out the classification structure and progression arrangements.

36.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher. It also sets out the Camp Allowance.

36.3 Schedule 1C sets out the positions of responsibility structure.

- 36.4 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 rates of pay in Schedules 1B and 1C.
- 36.5 The salary specified in Schedule 1B or 1C is in compensation for all hours worked under this Agreement.

37 HOURS OF WORK

- 37.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.
- 37.2 Where a Teacher is employed for part only of a School Year, averaging will be over the period of employment in that School Year.
- 37.3 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- 37.4 The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.
- 37.5 Teachers may be required to attend meetings of up to two hours per week in addition to their usual duties/working hours. To enable staff to plan their time, a termly meetings schedule will be published in advance. Meetings will usually be scheduled adjacent to the usual School day and will normally be no longer than one hour.

38 NON ATTENDANCE TIME

- 38.1 A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer. Designated Staff Days are not included in Non Attendance Time.
- 38.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- 38.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Non 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 38.4.
- 38.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to

the following formula:

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

39 ANNUAL LEAVE

- 39.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the Act), except where more favourable terms are provided in this Agreement.
- 39.2 This clause does not reproduce Division 4 of Part 7 of the Act in full.
- 39.3 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 39.4 A Teacher must take an amount of annual leave during the shut down period following the end of Term 4. The shut down period may differ for individual Teachers, depending on work commitments and activities. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.
- 39.5 A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shut down period and defer taking the equivalent period of annual leave to another time.
- 39.6 A Teacher will take all accrued annual leave during the shut down period.

40 NOTICE OF TERMINATION

- 40.1 Where the Employer wishes to terminate the employment of a Teacher serving a qualifying period pursuant to clause 9, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 9.
- 40.2 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 give a full term's notice in writing or full payment in lieu.
- 40.3 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 give seven weeks' notice in writing, wholly within the one school term or full payment in lieu.

- 40.4 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 clause 18 that the Teacher being replaced wishes to return from parental leave.
- 40.5 Payment in lieu is calculated by taking the amount of salary and rates of pay in Schedules 1B and 1C (if applicable) that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.
- 40.6 Subject to clause 9, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.
- 40.7 The notice period in this clause and in clause 9 do not apply where the Teacher is guilty of serious misconduct.

PART 4 – CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

41 CLASSIFICATIONS AND SALARIES

- 41.1 Schedule 2A sets out the classification structure for a School Assistant.
- 41.2 Schedule 1B sets out the salary for a School Assistant entitled to School Holidays.
- 41.3 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.

42 HOURS OF WORK

- 42.1 The ordinary hours of work for a Full Time School Assistant will be 38 hours per week.
- 42.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.
- 42.3 The ordinary hours of work for an early childhood assistant will be between 7.00 a.m. and 6.00 p.m. from Monday to Friday.
- 42.4 Where a School Assistant is required to work additional hours, the School Assistant will be entitled to take time in lieu equivalent to the number of additional hours worked during the School Assistant's normal working hours by mutual agreement with the supervisor.
- 42.5 Where it is not possible for a School Assistant to take time in lieu within three months of accruing the time in lieu, the additional hours worked will be

remunerated at 150 per cent of the ordinary time rate of pay.

- 42.6 Subject to 42.3, an employee performing the duties of an Early Childhood Assistant under the general direction of an Early Childhood qualified Teacher in a kindergarten program, is entitled, in addition to the period children attend the kindergarten program, to 45 minutes to undertake support duties (e.g. preparation, pack up or other duties relating to their work with children.)
- 42.7 An employee performing the duties of an Early Childhood Assistant in a care based program, or as an Additional Assistant (Special Needs), is not entitled to any additional time to undertake support duties.

43 SCHOOL HOLIDAYS

- 43.1 A School Assistant is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 43.2 The salary for a School Assistant in Schedule 1B takes this period of additional leave into account.
- 43.3 A School Assistant is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.
- 43.4 A School Assistant 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:

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

44 NOTICE OF TERMINATION

- 44.1 Where the Employer wishes to terminate the employment of a School Assistant serving a qualifying period pursuant to clause 9, or a School Assistant wishes to resign during a qualifying period, the period of notice is specified by clause 9.
- 44.2 Where the Employer wishes to terminate the employment of a School Assistant, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 44.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 1B that a School Assistant would have received by working

during the notice period if the School Assistant's employment had not been terminated.

- 44.4 A School Assistant, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where a School Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.
- 44.5 In addition to the period of notice specified in 44.2, a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.
- 44.6 The notice period in this clause and in clause 9 do not apply where the School Assistant is guilty of serious misconduct.

EXECUTED as an Agreement this day of 2009.

Signed for and on behalf of:

Signed for and on behalf of:

Korowa Anglican Girls' School
ABN 53 007 133 646

Principal

Address _____

Authority to Sign

In the presence of _____
Witness

Korowa Anglican Girls' School
as represented by _____
Name in Print

Authority to Sign

Signature

In the presence of _____
Witness

SCHEDULE 1A – CLASSIFICATION STRUCTURE (TEACHERS)

1A.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

1A.1.1 A Teacher, who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and subject to 1A.1.2, 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 employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

1A.2 Permission to Teach Teachers with the Victorian Institute of Teaching

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.

SCHEDULE 1B – SALARIES (TEACHERS and SCHOOL ASSISTANTS)

Salary Rates					Salary Rates					Salary Rates					Salary Rates					
01-Sep-08					01-Feb-09					01-Feb-10					01-Feb-11					
Level	Salary per annum		Increase		Level	Salary per annum		Increase		Level	Salary per annum		Increase		Level	Salary per annum		Increase		
	Excl ALL	Inc ALL				Excl ALL	Inc ALL				Excl ALL	Inc ALL				Excl ALL	Inc ALL			
Teaching Staff:		1.346%			Teaching Staff:		1.346%			Teaching Staff:		1.346%			Teaching Staff:		1.346%			
1	\$ 50,486	\$ 51,166	3%		1	\$ 53,516	\$ 54,236	6.00%		1	\$ 55,121	\$ 55,863	3%		1	\$ 56,775	\$ 57,539	3%		
2	\$ 52,808	\$ 53,519	3%		2	\$ 54,921	\$ 55,660	4.00%		2	\$ 56,568	\$ 57,330	3%		2	\$ 58,265	\$ 59,050	3%		
3	\$ 55,130	\$ 55,872	3%		3	\$ 57,335	\$ 58,107	4.00%		3	\$ 59,055	\$ 59,850	3%		3	\$ 60,827	\$ 61,646	3%		
4	\$ 57,452	\$ 58,225	3%		4	\$ 59,750	\$ 60,554	4.00%		4	\$ 61,543	\$ 62,371	3%		4	\$ 63,389	\$ 64,242	3%		
5	\$ 59,773	\$ 60,577	3%		5	\$ 62,164	\$ 63,000	4.00%		5	\$ 64,028	\$ 64,890	3%		5	\$ 65,949	\$ 66,837	3%		
6	\$ 62,094	\$ 62,930	3%		6	\$ 64,578	\$ 65,447	4.00%		6	\$ 66,516	\$ 67,411	3%		6	\$ 68,511	\$ 69,433	3%		
7	\$ 64,416	\$ 65,283	3%		7	\$ 66,993	\$ 67,895	4.00%		7	\$ 69,003	\$ 69,932	3%		7	\$ 71,073	\$ 72,029	3%		
8	\$ 66,738	\$ 67,636	3%		8	\$ 69,408	\$ 70,342	4.00%		8	\$ 71,490	\$ 72,452	3%		8	\$ 73,635	\$ 74,626	3%		
9	\$ 70,401	\$ 71,349	5%		9	\$ 73,217	\$ 74,202	4.00%		9	\$ 75,413	\$ 76,429	3%		9	\$ 77,676	\$ 78,721	3%		
AST	\$ 72,163	\$ 73,134	5%		10	\$ 77,575	\$ 78,619	7.50%		10	\$ 81,454	\$ 82,550	5%		10	\$ 83,897	\$ 85,026	3%		
School Assistants:					School Assistants:					School Assistants:					School Assistants:					
Paid School Holidays					Paid School Holidays					Paid School Holidays					Paid School Holidays					
TG1-1	\$ 30,599	\$ 31,011	3%		TG1-1	\$ 31,823	\$ 32,252	4.00%		TG1-1	\$ 32,778	\$ 33,219	3%		TG1-1	\$ 33,761	\$ 34,216	3%		
TG1-2	\$ 31,493	\$ 31,917	3%		TG1-2	\$ 32,753	\$ 33,194	4.00%		TG1-2	\$ 33,736	\$ 34,190	3%		TG1-2	\$ 34,748	\$ 35,216	3%		
TG1-3	\$ 32,388	\$ 32,823	3%		TG1-3	\$ 33,683	\$ 34,136	4.00%		TG1-3	\$ 34,694	\$ 35,161	3%		TG1-3	\$ 35,734	\$ 36,215	3%		
TG1-4	\$ 33,282	\$ 33,730	3%		TG1-4	\$ 34,613	\$ 35,079	4.00%		TG1-4	\$ 35,651	\$ 36,131	3%		TG1-4	\$ 36,721	\$ 37,215	3%		
TG1-5	\$ 34,176	\$ 34,636	3%		TG1-5	\$ 35,543	\$ 36,021	4.00%		TG1-5	\$ 36,609	\$ 37,102	3%		TG1-5	\$ 37,707	\$ 38,215	3%		
TG1-6	\$ 35,070	\$ 35,542	3%		TG1-6	\$ 36,473	\$ 36,964	4.00%		TG1-6	\$ 37,567	\$ 38,072	3%		TG1-6	\$ 38,694	\$ 39,215	3%		
TG1-7	\$ 35,964	\$ 36,448	3%		TG1-7	\$ 37,403	\$ 37,906	4.00%		TG1-7	\$ 38,525	\$ 39,043	3%		TG1-7	\$ 39,680	\$ 40,214	3%		
TG2-1	\$ 35,964	\$ 36,448	3%		TG2-1	\$ 37,403	\$ 37,906	4.00%		TG2-1	\$ 38,525	\$ 39,043	3%		TG2-1	\$ 39,680	\$ 40,214	3%		
TG2-2	\$ 36,879	\$ 37,376	3%		TG2-2	\$ 38,355	\$ 38,871	4.00%		TG2-2	\$ 39,505	\$ 40,037	3%		TG2-2	\$ 40,690	\$ 41,238	3%		
TG2-3	\$ 37,954	\$ 38,465	3%		TG2-3	\$ 39,472	\$ 40,004	4.00%		TG2-3	\$ 40,657	\$ 41,204	3%		TG2-3	\$ 41,876	\$ 42,440	3%		
TG2-4	\$ 38,711	\$ 39,232	3%		TG2-4	\$ 40,259	\$ 40,801	4.00%		TG2-4	\$ 41,467	\$ 42,025	3%		TG2-4	\$ 42,711	\$ 43,286	3%		
TG2-5	\$ 39,635	\$ 40,168	3%		TG2-5	\$ 41,220	\$ 41,775	4.00%		TG2-5	\$ 42,457	\$ 43,028	3%		TG2-5	\$ 43,730	\$ 44,319	3%		
TG2-6	\$ 40,551	\$ 41,097	3%		TG2-6	\$ 42,173	\$ 42,741	4.00%		TG2-6	\$ 43,439	\$ 44,023	3%		TG2-6	\$ 44,742	\$ 45,344	3%		
TG3-1	\$ 40,551	\$ 41,097	3%		TG3-1	\$ 42,173	\$ 42,741	4.00%		TG3-1	\$ 43,439	\$ 44,023	3%		TG3-1	\$ 44,742	\$ 45,344	3%		
TG3-2	\$ 41,647	\$ 42,207	3%		TG3-2	\$ 43,313	\$ 43,896	4.00%		TG3-2	\$ 44,612	\$ 45,212	3%		TG3-2	\$ 45,950	\$ 46,569	3%		
TG3-3	\$ 42,764	\$ 43,339	3%		TG3-3	\$ 44,474	\$ 45,073	4.00%		TG3-3	\$ 45,808	\$ 46,425	3%		TG3-3	\$ 47,183	\$ 47,818	3%		
TG3-4	\$ 43,869	\$ 44,459	3%		TG3-4	\$ 45,624	\$ 46,238	4.00%		TG3-4	\$ 46,992	\$ 47,625	3%		TG3-4	\$ 48,402	\$ 49,054	3%		
TG3-5	\$ 44,964	\$ 45,569	3%		TG3-5	\$ 46,763	\$ 47,392	4.00%		TG3-5	\$ 48,166	\$ 48,814	3%		TG3-5	\$ 49,611	\$ 50,278	3%		
TG3-6	\$ 46,076	\$ 46,696	3%		TG3-6	\$ 47,919	\$ 48,564	4.00%		TG3-6	\$ 49,356	\$ 50,021	3%		TG3-6	\$ 50,837	\$ 51,521	3%		
TG4-1	\$ 43,869	\$ 44,459	3%		TG4-1	\$ 45,624	\$ 46,238	4.00%		TG4-1	\$ 46,992	\$ 47,625	3%		TG4-1	\$ 48,402	\$ 49,054	3%		
TG4-2	\$ 44,964	\$ 45,569	3%		TG4-2	\$ 46,763	\$ 47,392	4.00%		TG4-2	\$ 48,166	\$ 48,814	3%		TG4-2	\$ 49,611	\$ 50,278	3%		
TG4-3	\$ 46,076	\$ 46,696	3%		TG4-3	\$ 47,919	\$ 48,564	4.00%		TG4-3	\$ 49,356	\$ 50,021	3%		TG4-3	\$ 50,837	\$ 51,521	3%		
TG4-4	\$ 47,228	\$ 47,863	3%		TG4-4	\$ 49,117	\$ 49,778	4.00%		TG4-4	\$ 50,590	\$ 51,271	3%		TG4-4	\$ 52,108	\$ 52,809	3%		
TG4-5	\$ 48,408	\$ 49,060	3%		TG4-5	\$ 50,345	\$ 51,022	4.00%		TG4-5	\$ 51,855	\$ 52,553	3%		TG4-5	\$ 53,411	\$ 54,130	3%		
TG4-6	\$ 49,619	\$ 50,286	3%		TG4-6	\$ 51,603	\$ 52,298	4.00%		TG4-6	\$ 53,151	\$ 53,867	3%		TG4-6	\$ 54,746	\$ 55,483	3%		

1B.2 Weekly Salary

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

1B.3 Casual Rate of Pay

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

\$224.34 per day

\$112.17 per half day

1B.4 Camp Allowance

All Korowa Staff will be paid a Camp Allowance as a result of staying overnight at a camp or overnight excursion in Australia. The rates will be:

2009: \$50 per night

2010: \$60 per night

2011: \$70 per night

SCHEDULE 1C – POSITIONS OF RESPONSIBILITY STRUCTURE (TEACHERS)

1C.1 Eligibility

1C.1.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of teachers by the Employer.

1C.1.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

1C.1.3 The Principal determines the rate of pay applicable to specific positions of responsibility.

1C.2 Notification

1C.2.1 The Principal will provide written advice to a Teacher holding a position of responsibility as to the rate of pay of the position, its tenure and the duties required.

1C.2.2 The Principal will advise the Teacher of the level to which the position equates in accordance with 1C.3.

1C.3 Structure and Rates of Pay for Positions of Responsibility

	1 Sept 2008	1 Feb 2009	1 Feb 2010	1 Feb 2011
Level 1	\$6276 5%	\$6747 7.50%	\$7084 5%	\$7296 3%
Level 2	\$5135 5%	\$5520 7.50%	\$5796 5%	\$5969 3%
Level 3	\$3424 5%	\$3681 7.50%	\$3865 5%	\$3981 3%

SCHEDULE 2A – SCHOOL ASSISTANTS CLASSIFICATION STRUCTURE

Positions for School assistants employed in libraries, laboratories, audio-visual duties and as teacher aides will be classified in accordance with the following criteria.

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.

Upon engagement, an employer will inform a school assistant of the classification grade and the rate of pay applying to that classification.

Grade 1

Positions

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

Characteristics

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

Typical Duties

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

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

Audio-Visual Assistant

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

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
- preparing of teaching aids under direction
- preparation of standard solutions

Teachers 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

ELC Assistant

- assist in the implementation of the daily routine
- have a good understanding of and participate when required in emergency procedures
- assist with the preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities
- attend to the physical, social and emotional needs of children on an individual and group basis
- achieve a warm and friendly relationship with children that is supportive and responsive to their needs
- assist in developing good relations with families attending the Centre
- work positively and appropriately with all staff and parents and the employer in the provision of services

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.

Characteristics

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

Typical Duties

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

Library Technician

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

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

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

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

Teachers Aide

- to have an understanding of and contribute to the development and implementation of the program planned for students
- implementing measures for proper storage and handling or disposal of dangerous or toxic substances
- ordering supplies and materials
- maintaining displays of students' work

ELC Assistant

- complete routine tasks and activities without constant direction
- to have an understanding of and contribute to the development and implementation of the program planned for the children
- undertake general observation of children, and report findings to the ELC teacher as appropriate
- enhance the environment – displays and documentation
- assist in working with individuals and small groups of children, both spontaneous and organised
- encourage parents to participate in the program and the Centre's activities

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 obtained 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.

Characteristics

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

Typical Duties

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

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 (eg 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

Senior Audio Visual 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, eg 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
- organizing resources material
- developing borrowing strategies
- supervising staff

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 organization 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

ELC Assistant

- assist in the planning and implementation of developmentally appropriate programs
- foster play and cognitive development in children
- work with individual children and with both small and large groups of children
- undertake written observations of children as required
- liaise, under direction with parents around issues concerning their individual children and general Centre matters as required
- attend and actively participate in planning, audit and review meetings
- involvement in the co-curricular life of the school

Grade 4

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