

**Kiama Community College Limited  
Enterprise Agreement  
2025-2028**

Proposed Enterprise Agreement

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## PART A. About this Agreement

### 1. Title of this Agreement

- 1.1. This agreement shall be known as Kiama Community College Ltd Enterprise Agreement 2025 – 2028 (**Agreement**).

### 2. Coverage

- 2.1 This Agreement is made under section 172 of the Fair Work Act. In accordance with section 53 of the Fair Work Act, this Agreement covers:
1. Kiama Community College Ltd (KCC) as employer; and
  2. all Employees of Kiama Community College Ltd (KCC) in a position covered by the classifications set out in the Classifications clauses of Appendix A, of this Agreement, other than:
    - (i) the Chief Executive Officer;
    - (ii) Shoalhaven River College School Principal; and
    - (iii) any Employee who is above the High-Income Threshold, as defined in the Fair Work Act.

### 3. Commencement and Duration

- 3.1 This Agreement commences on the date that is the later of:
- a) 01 January 2025; or
  - b) seven days after it has been approved by the Fair Work Commission, being the “**Commencement Date**”.

The nominal date of expiry of this Agreement is three years after the Commencement Date (**Nominal Expiry Date**) or 3 years from the date the Agreement is approved by Fair Work.

- c) The Employer and Employees will commence discussions in relation to the negotiation of a further Enterprise Agreement at least 6 months immediately prior to the expiry date of this Agreement.

## 4. Objectives

This Agreement was developed through a collaborative process involving the Kiama Community College Bargaining Representatives and Fair Work. The shared objectives of the Agreement are to;

- a) Align with strategic goals: Ensure key objectives are supported as outlined in Kiama Community College Ltd.'s Strategic Plan to achieve results and long-term sustainability.
- b) Foster teamwork: Provide everyone with the opportunity to contribute to reaching our Strategic Plan goals.
- c) Career growth: Job performance, skills, and responsibilities should align with pay, merit, and career growth.
- d) Employer reputation: Establish Kiama Community College Ltd as a top employer in education by developing, training, and rewarding employees based on merit.
- e) Role and professional development: Ensure fulfilling and rewarding roles, by promoting job and professional development.
- f) Workplace environment: Create a fair, transparent, safe, reliable, and equitable workplace. Encourage a healthy work/life balance and ensure job security. Cultivate a positive and inclusive workplace culture with purposeful work.
- g) Compliance: Maintain a productive, sustainable, and compliant organisation.
- h) Community impact: Ensure a positive impact on the community and protect the reputation of Kiama Community College Ltd.

## PART B. Types of Employees

### 5. Types of employment

5.1 Employees of Kiama Community College Ltd are employed in one of the following categories:

- a) Full Time Employees;
- b) Part Time Employees;
- c) Sessional Employees;
- d) Casual Employees;

- e) Apprentices; or
- f) Trainees

5.2 At the time of engagement, the Employer will inform each Employee of the terms of their engagement, including which category of employment they are engaged under.

5.3 The Employer will not engage Employees, or require Employees to work, in a manner that would entitle them to be defined as a Shift worker for the purposes of the National Employment Standards but will apply the shiftwork provisions of the relevant Modern Award if applicable.

## **6. Allocation of duties**

6.1 The Employer may require an Employee to carry out any reasonable duties the Employee is capable of performing, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.

6.2 Where an Employee is required to undertake lower level duties for a period of time, other than where this is an agreed transfer to a lower level position, the Employee will continue to be paid at the higher level.

## **7. Full Time Employees**

7.1 A Full Time Employee other than a Teacher at the Shoalhaven River College is an Employee who is engaged on a permanent basis to work 37.5 hours per week or an average of 75 hours per fortnight, or 38 hours per week or an average of 76 hours per fortnight in the case of teachers.

## **8. Part Time Employees**

8.1 A Part Time Employee other than a Teacher at the Shoalhaven River College is an Employee who:

- a) is engaged on a permanent basis to work less 37.5 hours per week or less than an average of 75 hours per fortnight (or, in the case of Teachers, less than 38 hours per week or less than an average of 76 hours per fortnight); and
- b) has reasonably predictable expected hours of work.

8.2 A Part Time Teacher at the Shoalhaven River College is an Employee who:

- c) is engaged on a permanent basis to work less 38 hours per week or less than an average of 76 hours per fortnight; and
- d) has reasonably predictable expected hours of work.

8.3 Unless otherwise specified in this Agreement, remuneration and other conditions for Part Time Employees, including leave, will be calculated pro rata to the number of hours the Employee works, excluding allowances of a reimbursement nature.

8.4 The details of a Part Time Employee's Ordinary Hours will be specified in writing and include:

- (a) the expected hours to be worked each day;
- (b) the days of the week the Employee will be required to work the expected hours; and
- (c) the starting and finishing times each day and may include different expected hours for specified periods.

8.5 The Employer and a Part Time Employee may mutually agree in writing to vary the Ordinary Hours of a Part Time Employee from time to time.

8.6 Where a Part Time Employee works in excess of the hours set out in their employment contract, they are entitled to Time in Lieu at the overtime provisions set out in clause 29.

## 9 Sessional Employees

9.1 A sessional Employee shall mean a person engaged to work on a full time or part time basis specifically to provide training sessions to students of the Kiama Community College Ltd on a sessional basis.

9.2 A sessional Employee is an Employee engaged to work on a full-time or part-time basis for a specified period or periods of not less than 4 weeks or not more than 40 weeks in any calendar year.

9.3 Upon engagement the Employer shall provide written advice to the Employee setting out the particular arrangements for preparation and associated non-teaching/training tasks which shall apply in respect of the sessional Employee.

9.4 A sessional Employee receives, on a pro rata basis, pay and conditions equivalent to those of a full-time or part-time teacher or trainer with the same qualifications, experience and teaching load.

9.5 On termination of a sessional engagement, an Employee may elect to be paid out accrued annual leave entitlements or have the Employer preserve them for use during a subsequent sessional engagement. Where the accrued leave is not taken within 12 months of it accruing, or the Employee is not re-engaged within 8 weeks, the entitlement will be paid out. See also Part F - Leave.

- 9.6 Subject to the Employee's satisfactory conduct and performance, where an equivalent position exists at the expiry of the Employee's period of engagement, the Employer will offer a further engagement to the Employee.
- 9.7 Where practicable, notice of re-engagement will be given at least 2 weeks prior to the expiry of the current engagement and the Employee will give one week's notice of acceptance to the Employer.

## 10 Fixed Term Employee

- 10.1 Fixed term contract employees are employed on a contract that terminates at the end of a set period.
- 10.2 Fixed-term employees have the same entitlements as a permanent full-time or part-time employee
- 10.3 A fixed term contract cannot be longer than 2 years.
- 10.4 A fixed term contract can't have an option to extend or renew the contract so that the period of employment lasts longer than 2 years, or extend or renew the contract more than once.

## 11 Casual Employees

- 11.1 A Casual Employee is an Employee who is engaged as a casual employee in accordance with section 15A of the Fair Work Act. A Casual Employee has no firm advance commitment to ongoing work with an agreed pattern of work.
- 11.2 A Casual Employee may be entitled to convert to permanent employment in accordance with the Fair Work Act, but otherwise will remain a Casual Employee.

## 12 Apprentices and Trainees

- 12.1 The Employer may engage a person as an Apprentice or Trainee. Such engagements must comply with the relevant legislation and regulations, and the:
- a) Base Rate of Pay must be at least one percent higher than the rate of pay applicable under the relevant Modern Award; and
  - b) conditions will be in accordance with this Agreement except where this is inconsistent with the requirements of the relevant State training authority.
- 12.2 The Employer, at its sole discretion, may offer an Apprentice or Trainee position as a Full Time Employee or Part Time Employee on successful completion of the engagement



# PART C. Remuneration

## 13 Pay rates

13.1 The Base Rates of Pay for Employees from commencement of this Agreement are set out in Appendix B, of this Agreement.

Where there is any inconsistency between the provisions of this Part and the Pay Rate clause at Appendix B, the provisions of this Part will prevail.

13.2 All new Employees are assigned to the lowest pay point of the relevant classification level on commencement, unless negotiated otherwise due to documented skills and experience in order to fulfill business needs or otherwise provided by this Agreement.

13.3 All Employees employed by the Employer at the Commencement Date of this Agreement will be:

(a) classified in accordance with the classifications in Appendix A applicable to their position;

(b) paid the higher of:

(i) the Base Rate of Pay they received immediately prior to the Commencement Date; or

(ii) the Base Rate of Pay payable under this Agreement, as increased from time to time

**(Agreement Rate)**; and

(c) where Employees are paid a higher amount immediately prior to the Commencement Date they will:

(i) continue to progress through the pay points within their classification, as set out in Appendix A; and

(ii) only be entitled to salary increases under clause 18 once they are paid the Agreement Rate.

13.4 To avoid doubt, any employee earning above the maximum of the grade they have been assigned to at the time of the Agreement is implemented will be paid at their current rate of pay.

13.5 The Base Rate of Pay for:

(a) **Full Time Employees**, including full time Sessional Employees, is the relevant rate set out in Appendix B – Pay Rates

(b) **Part Time Employees**, including part time Sessional Employees, is determined as a pro rata rate of the relevant rate set out in Appendix B – Pay Rates; and

(c) **Casual Employees** is the relevant Base Hourly Rate set out in Appendix B Pay Rates, plus a 25 % casual loading for casuals other than Employees engaged as casual Trainers. Employees engaged as casual Trainers are paid a casual rate of pay applicable to their grade outlined in Appendix A, that will be 2% higher than the casual rate of pay for the equivalent grade under the Educational Services (Post-Secondary Education) Award 2020.

(d) **Casual Employees engaged as Trainers as at the date that this Agreement is approved**, will be in accordance with the following transitional arrangements which will apply until 30 June 2026:

(A) The maximum number of teaching hours that may be offered will be 25 face to face teaching hours per week exception in cases where, (1) due to exceptional circumstances such as illness or injury a replacement is required at short notice; or (2) Outdoor Education Trainers are required to work additional hours and this has been approved in advance by the Program Manager.

(B) The hourly rate under the *Educational Services (Post-Secondary Education) Award 2020* will be paid;

(i) for each hour of teaching;

(ii) plus 30 mins of preparation time (i.e preparing resources, marking assessments, providing feedback to a student or similar) For example, a Casual Trainer conducting a 2-hour face-to-face session will be paid the equivalent of 3 hours of pay. This includes 2 hours of face-to-face teaching and 30 minutes of preparation time for each teaching hour.

plus;

(iii) Any additional teaching, preparation and teaching related duties outlined in Appendix C and approved in advance by the Employer in writing.

(iii) Where an employee engaged as a casual Trainer is required to work in excess of 37.5 hours, they will be paid the applicable hourly rate of pay and will not be paid the overtime rates set out in clause 29.

13.6 Post 30 June 2026 all Casual Employees engaged as trainers will be

(a) Offered casual, part time, full time or sessional employment status depending on organisational requirements.

(b) Paid a casual rate of pay applicable to their grade outlined in Appendix A, that will be 2% higher than the casual rate of pay for the equivalent grade under the *Educational Services (Post-Secondary Education) Award 2020*

- (c) The maximum number of teaching hours that may be offered will be 25 face to face teaching hours per week (plus teaching duties outlined in Appendix C) with the exception in cases where, (1) due to exceptional circumstances such as illness or injury a replacement is required at short notice; or (2) Outdoor Education Trainers are required to work additional hours and this has been approved in advance by the Program Manager.
- (d) Teaching duties as outlined in Appendix C and time spent performing these duties are to be agreed and approved by the Course Supervisor and would be based on 30 minutes for each face to face teaching hour.
- (e) where an employee engaged as a casual Trainer is required to work in excess of 37.5 hours, they will be paid the applicable hourly rate of pay hour and will not be paid the overtime rates set out in clause 29.

13.7 Any employee may seek a review of their classification by making a written request to their supervisor however the ultimate decision is with the CEO. Employees must have been engaged for at least 6 months before requesting a review, and may only seek a review once in any period of 12 months (unless there have been clear and significant changes to key responsibilities).

## **14 Salary Averaging – Leave without pay during non-term weeks (Shoalhaven River College)**

Due to the operational requirements of the Shoalhaven River College, General staff may request to have their salary averaged and distributed evenly over 52 weeks. To this extent, clause 12 of the *Educational Services (Schools) General Staff Award 2020* is fully incorporated into this Agreement.

### **Arrangements**

An employee may be required to take leave without pay during non-term weeks, provided that:

- a) the employee's contract of employment specifies the arrangement in writing;
- b) all such periods count as service for the purpose of calculating accrued leave entitlements and do not break continuity of service;
- c) if appropriate work is available for an employee during any such period, the existing employee may be offered such employment (whether on a full-time, part-time or casual basis). The employee who is on leave without pay may refuse an offer of employment without prejudice to their normal employment relationship; and
- d) appropriate work will mean such work as is available that is capable of being performed by the employee. Remuneration for such work will be at the rate of pay applicable to the work being performed.

- 14.1 Where such a request is made and approved by the Employer, the adjusted annual salary for the Employee will be calculated as follows:

$$A = C \times (\text{working weeks} + 4 \text{ weeks' annual leave}) / 52.18$$

Where:

**A means** the employee's adjusted annual salary

**C means** the annual salary for the employee's classification

**Working weeks means** the number of weeks that the employee is required to work

For the purpose of calculating any allowance or penalty rate for an employee, the allowance or penalty rate will be calculated on the minimum hourly rate applicable before the adjustment provided for in the formula above is applied.

**EXAMPLE CALCULATION:**

Anita works 38 hours per week in the school. The annual rate of pay for a full-time employee at her classification working 52.18 weeks of the year is \$53,897.

Anita is required to take leave without pay during non-term weeks. As there are 39.4 term weeks in the school year, Anita is required to work 39.4 term weeks.

Anita wants to ensure she has a regular income over the full course of the year, so makes a request that her salary be averaged and distributed evenly over 52 weeks. Management agrees to the request and calculates her adjusted annual salary using the following formula:

$$A = C \times (\text{working weeks} + 4 \text{ weeks annual leave}) / 52.18$$

Calculation:

$$\text{Step 1: } (\text{working weeks} + 4 \text{ weeks annual leave}) = 39.4 + 4 = 43.4$$

$$\text{Step 2: } 43.4 / 52.18 = 0.8317$$

$$\text{Step 3: } \$53,897 \times 0.8317 = \$44,826$$

$$\text{Adjusted annual salary} = \$44,826$$

Any overtime payable will be paid in the pay period in which it occurs, in addition to the appropriate portion of adjusted annual salary. Leave loading will be paid as and when leave is taken throughout the year.

- 14.2 Where agreed between the Employer and the Employee, an averaging salary arrangement will be recorded in writing and signed by both parties. The written agreement will include the

calculation method for how the average salary amount was reached. The averaging salary arrangement will remain in place for a full 12 month period, unless otherwise mutually agreed.

- 14.3 On an annual basis and when the Employee's employment ends (by whatever means), a reconciliation will be performed and any necessary adjustments made.

## 15 Supported Wage System

- 15.1 An Employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
- (a) have a disability;
  - (b) meet the criteria for a Disability Support Pension; and
  - (c) are unable to perform duties to the capacity required.
- 15.2 Specific conditions relating to the supported wage system are detailed in Appendix D – Supported Wage System

## 16 Casual Loading

- 16.1 Casual Employees other than Casual Trainers will receive a loading of 25 percent of the base rate of pay but do not receive:
- a) all forms of paid leave (other than long service leave and family and domestic violence leave); and
  - b) payment for public holidays on which the Casual Employee is not required to work.
- 16.2 Casual Trainers will receive a rate of pay applicable to their grade outlined in Appendix A, that will be 2% higher than the casual rate of pay for the equivalent grade under the Educational Services (Post-Secondary Education) Award 2020 but do not receive:
- a) all forms of paid leave (other than long service leave and family and domestic violence leave); and
  - b) payment for public holidays on which the Casual Employee is not required to work.

## 17 Method of payment

- 17.1 Employees will be paid fortnightly in arrears into a financial institution account nominated by the Employee.

## 18 Wage Decision Increases

- 18.1 All employees, excluding apprentices, trainees and SRC Teachers, will receive a pay increase to their base rate of pay in accordance with the Fair Work Commission's Annual Wage Review in July of each year.

## 19 Pay Progression

- 19.1 In the event of satisfactory performance (as evidenced by an outcome of an annual performance review, and upon approval from the CEO) permanent employees will progress to the next available pay point within their classification level after 12 months continuous service at a particular pay point, or 24 months if the Employee's Ordinary Hours are less than 19 hours per week, but greater than 10 hours per week, based on the outcome of an annual performance review, around August each year.
- 19.2 Progression to a higher position or classification level will only occur by way of promotion or reclassification.
- 19.3 Where an Employee has not met the performance measures outlined in their job description, and/or the outcome of an annual performance review denotes unsatisfactory performance, they will be placed on a performance plan for a period of six months. At the end of the six-month period, the Employee will be reassessed against the performance measures. If they have met the performance measures, they will be eligible to progress to the next pay point. The new rate of pay will be effective from the date the Employee has met the performance measures, i.e. the increase will not be backdated.
- 19.4 An Employee who has been subject to the process described in Clause 19.3 above will then be eligible to progress to the next pay point at their next anniversary. If the Employee has not met the performance measures, they will not be able to progress to the next pay point and their eligibility will be reassessed on their next anniversary date.
- 19.5 Where an Employee disagrees with the outcome of a performance review, they may access the dispute resolution process.
- 19.6 For the avoidance of doubt, any increases resulting from the Fair Work Commission Annual Wage Review mentioned in clause 18.1 will be applied to the pay points within each grade as set out in Appendix B.
- 19.7 The Employer will monitor the Crown Employees (Teachers in Schools and Related Employees) Award to ensure that Teachers base pay rates remain aligned to this Award.

## 20 Superannuation

- 20.1 The Employer will make superannuation contributions to the Employee's nominated superannuation fund at a rate of the current Superannuation Guarantee (Administration) Act 1992 (Cth), or other applicable legislation in place at any particular time.

- 20.2 Where an Employee does not nominate a superannuation fund and the Australian Taxation Office does not have a superannuation fund linked to them individually (**Stapled**), the Employer will make super contributions to the Employer's default fund, Australian Super Superannuation Fund, which complies with applicable legislation and regulations.

## 21 Recovery of Overpayments

- 21.1 Where an Employee has been overpaid, the Employer is entitled to recover the overpayment in full.
- 21.2 The Employer will advise the Employee as soon as reasonably practicable after becoming aware of an overpayment, both the circumstances surrounding the overpayment and the amount involved.
- 21.3 The Employer will propose a reasonable method, period, and rate, of recovering the overpayment, which may include deduction from wages subject to the Employee's consent.
- 21.4 The recovery method, period, and rate must be agreed taking into consideration any financial hardship imposed on the Employee. The Employee must not unreasonably withhold agreement.
- 21.5 Any amounts owed by an Employee at the date of termination of their employment will become due and payable as a debt on the date of termination, and the Employee must provide written authorisation to the Employer to deduct the amount from any outstanding wages and/or accrued but untaken leave entitlements owed to the Employee.
- 21.6 In the event of any underpayment due to an administration error this will be rectified as soon as possible or by agreement with the employee in the next pay cycle.

## 22 Salary Packaging

- 22.1 Employees may by written notice to the Employer elect to have part of their wage packaged in accordance with the relevant taxation legislation including any Australian Taxation Office rulings.
- 22.2 Salary packaging is voluntary, and Employees are encouraged to seek independent financial advice before entering into any such arrangement.
- 22.3 Salary packaging arrangements will cease upon the Employee's termination date.
- 22.4 Salary packaging arrangements can be terminated by the Employee notifying the salary packaging provider.

- 22.5 Any fees, fringe benefits tax, administration fees or similar costs incurred as a result of the salary packing arrangement will remain the liability of the Employee.
- 22.6 The Employee's salary for all purposes, including calculation of entitlements, superannuation, redundancy and termination, will be determined as if no salary packaging arrangements exist.
- 22.7 In the event that there is a change to the law governing taxation, or the Australian Taxation Office makes a ruling, which makes the intent of this clause ineffective, or incurs additional costs to the Employer, the parties may initiate negotiations to review this clause.

## **PART D. Working Arrangements**

### **23 Pre- employment and Probationary Period**

- 23.1 All Employees engaged by the Employer must provide a satisfactory Police Check (not greater than 6 months old) and a paid employment Working With Children's Check in advance of their commencement.
- 23.2 Some roles in the organisation will require incumbents to hold prescribed minimum qualifications. The Leadership Team will determine what these qualifications are as per the classification list – Appendix A. For example, Trainers must maintain currency in their industry skills.
- 23.3 All Full Time and Part Time Employees will be subject to a probationary period of six months from commencement to allow the Employer to assess an Employee's performance, productivity, work ethic, attitude, compliance with policies and procedures and overall suitability for the position.
- 23.4 At the end of the probationary period Employees will, be subject to satisfactory performance and have their continuing employment confirmed in writing by the Employer.
- 23.5 Notwithstanding any other term of this Agreement, during the probationary period either party may terminate employment for any reason by giving one weeks' notice in writing.
- 23.6 The Employer may terminate an Employee during their probationary period for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

### **24 Minimum Engagement**

- 24.1 Part Time and Casual Employees other than Casual Trainers, will be engaged for a minimum period of three hours (3) where the engagement is not for Remote Work.



- 24.2 Casual Employees working as Trainers will be engaged for a minimum of two hours work where the engagement is not Remote Work.
- 24.3 Employees required to work on a Public Holiday or weekend will receive payment, at the rates set out at clause 28 for a minimum period of four hours.

## 25 Remote Work Minimum Engagement

- 25.1 Where an Employee is required to participate remotely in a work meeting or training session outside of their normal working times, the minimum engagement will be one (1) hour.

## 26 Rosters

- 26.1 Employees engaged to work in accordance with a roster will have access to the roster at least one week in advance.
- 26.2 Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, days off will be consecutive.
- 26.3 The Employer may make reasonable changes to a roster to enable the service of the Employer to be carried on where an Employee is absent from duty on account of illness, or in an emergency.

## 27 Ordinary Hours of Work

- 27.1 The span of ordinary hours of work for General Staff are between 7.00am to 9.00pm, Monday to Friday and Saturday 7:00am to 12:30pm.
- 27.2 The span of ordinary hours of work for Teachers, Trainers and Tutors are between 7.00am to 9.00pm, Monday to Sunday.
- 27.3 The Ordinary Hours of work for a Full-Time Employee, other than a Teacher, will be 37.5 hours per week or an average of 75 hours per fortnight.
- 27.4 The ordinary hours for a Part Time Employee other than a Teacher will be less than 37.5 hours per week or less than an average of 75 hours per fortnight.
- 27.5 The ordinary hours of a full time Employee engaged as a Teacher is 38 hours per week.
- 27.6 The ordinary hours of a part time employee engaged as a Teacher is less than 38 hours per week.

27.7 The maximum number of face to face teaching hours that may be offered to a casual employee engaged as a trainer will be 25 hours per week (plus teaching duties as outlined in Appendix C) except in cases where (1) due to exceptional circumstances such as illness or injury a replacement is required at short notice; or (2) outdoor education trainers are required to work additional hours and this has been approved in advance by the Program Manager. Teaching duties and time spent performing these duties are to be agreed and approved by the Course Supervisor and are based on 30 minutes for each face-to-face teaching hour.

27.8 No Employee is expected to work excessive hours as a matter of course. It is recognised that some Employees will need to work extra hours from time to time in order to meet deadlines, address operational needs and deal with unexpected contingencies. The working of excessive hours in such circumstances must be discussed with the relevant Manager and/or Chief Executive Officer beforehand to confirm the operational necessity.

### **The Right to Disconnect**

27.9 Unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

- a) their employer outside of the employee's working hours
- b) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.

27.10 In respect of clause 27.8 matters that must be taken into account in determining whether an employee's refusal is unreasonable includes if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

27.11 An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Fair Work Act.

27.12 Clause 27.8 does not prevent an employer from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of a recall to work under clause 32 Recall to Duty.

### **Ordinary Hours of Work Table**

<b>Role</b>	<b>Full time /Sessional Employees</b>	<b>Part time/Sessional Employees</b>	<b>Casual Employees</b>
<b>General Staff</b>	37.5 hours week or an average of 75 hours per fortnight	less than 37.5 hours per week	offered up to a maximum of 25 hours per week additional hours by exception

	Maximum ordinary hours per day 10	Maximum ordinary hours per day 10	
<b>Trainers</b>	37.5 hours per week or an average of 75 hours per fortnight  Maximum ordinary hours per day 10	less than 37.5 hours per week  Maximum ordinary hours per day 10	offered up to a maximum of 25 face to face teaching hours per week or by exception – see clause 26.5 (a). This equates to a full time working week of 37.5 hours  Maximum ordinary hours per day 10
<b>Outdoor Education</b>	37.5 hours averaged over a period of 26 weeks  Maximum ordinary hours per day 10	less than 37.5 hours averaged over a period of 26 weeks  Maximum ordinary hours per day 10	offered up to a maximum of 25 face to face teaching hours per week average over a period of 26 weeks by exception – see clause 26.5 (b)  Maximum ordinary hours per day 10
<b>School Teachers</b>	38 hours per week or an average of 76 hours per fortnight  Maximum ordinary hours per day 10	less than 38 hours per week  Maximum ordinary hours per day 10	7.6 hours per day = a teaching day  Maximum ordinary hours per day 10

## 28 Penalty Rates

28.1 Clause 28 applies to all employees **with the exception of Trainers** engaged on a casual basis, including those covered by the transitional arrangements outlined in clause 13.5 (d).

28.2 Penalty rates apply for scheduled work in accordance with the following table:

Work Time	Percentage of Base Rate Pay
First 2 hours on a Saturday	Full Time or Part Time Employees 150%
	Casual Employees 175% (includes casual loading)
After 2 hours on a Saturday	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes casual loading)
All work performed on a Sunday	Full Time or Part Time Employees 200%
	Casual Employees 225% (includes casual loading)
Public Holiday	Full Time Part Time Employees 250%
	Casual Employees 275% (includes casual loading)

## 29 Overtime

29.1 Clause 29 applies to all employees **with the exception of Trainers** engaged on a casual basis, including those covered by the transitional arrangements as outlined in clause 13.5(d).

29.2 Where an Employee is directed by the Employer to work in any of the following circumstances, they will be paid the overtime rates as per the table in clause 29.3

- a. more than 10 hours on any one day;
- b. more than 37.5 hours in any week (38 hours for employees of Shoalhaven River College);
- c. outside of the span of Ordinary Hours; or
- d. before at least a 10-hour break after the end of the Employee's previous shift, but only when the Employer has approved such overtime prior to its commencement with the exception of Outdoor Education Employees taking students on overnight camps.

29.3 Overtime rates apply in accordance with the following table:

Work Time	Percentage of Base Rate Pay
First two hours of overtime Monday to Saturday	Full Time or Part Time Employees 150%
	Casual Employees 175% (includes casual loading)
After two hours of overtime Monday to Saturday	Full Time or Part Time Employees 200%
	Casual Employees other than Trainers 225% (includes casual loading)
All Sunday overtime	Full Time or Part Time Employees 200%
	Casual Employees other than Trainers 225% (includes casual loading)
All Public Holiday overtime	Full Time or Part Time Employees 250%
	Casual Employees 275% (includes casual loading)

29.4 Overtime applies where the employer has directed an employee to work in excess of 37.5 hours per week in the case of general employees.

29.5 All overtime must be authorised by the Employer in advance of being worked.

29.6 The above overtime rates are payable in substitution for, and not cumulative, with the penalty rates provided for in clause 28. Employees will be paid either penalty rates, or overtime rates, whichever will be more beneficial to the Employee.

29.7 To establish whether additional hours are reasonable the following points should be considered:

- a) any risk to Employee health and safety by working the additional hours.
- b) an Employee's personal circumstances including family responsibilities.

- c) the needs of the workplace.
- d) the number of the Employee's hours allocated to the program.
- e) the possibility that emergency care hours may be required.
- f) any notice given by the Employer of any request or requirement to work additional hours.
- g) the usual pattern of work in the Industry.
- h) the nature of the Employee's role and the Employee's level of responsibility.
- i) any other relevant matter

29.8 An Employee and the employer may agree for the Employee to enter into an Individual Flexibility Agreement to vary their hours under the provisions of clause 45 of this Agreement.

## 30 Higher Level Duties

30.1 An Employee, who is required to perform duties applicable to a classification higher than that of the Employee for more than five (5) consecutive days and the duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification, then the Employee must be paid the rate prescribed for the minimum incremental level of the higher classification for the entire period the work is undertaken.

## 31 Time off in Lieu (TOIL)

31.1 An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

31.2 The maximum number of hours that may be accumulated as **TOIL** is 22.5 hours (three 7.5 hour working days) over a 3-month period.

31.3 Any agreement for an amount of overtime that has been worked by an Employee in a particular pay period to be taken as time off instead of the Employee being paid for must be in writing.

The agreement must set out;

- (a) the number of hours worked and when the hours were worked;
- (b) agreement by the Employer and Employee for the Employee to take time off in lieu instead of being paid, e.g. one hour of overtime =1 hour of TOIL and;
- (c) if at any time an Employee requests to be paid for the additional hours worked rather than take the time off in lieu it will be paid at the applicable overtime rates outlined in clause 29;
- (d) that any request made in regard to clause 31 (c) will be paid in the next pay period.

31.4 Time off in lieu must be taken within 3 months after the overtime is worked, with exception of a maximum of 3 days that can be accrued to use between Christmas and New Year when the College and School are temporarily closed.

31.5 Any unused time in lieu will be paid out on termination of employment at the applicable overtime rates outlined in clause 29.

## 32 Recall to Duty

32.1 Unless otherwise specified in this Agreement, Employees recalled to work by the Employer after completing their Ordinary Hours will receive a minimum of three hours as Time in Lieu in accordance with clause 30, or will be paid at the appropriate overtime rate. Provided that clause 32.1 does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

32.2 For the avoidance of doubt:

- a) an Employee is only considered to be recalled to duty if they are required by the Employer to return to the Employers workplace or log in to the Employer's systems to perform work of greater than 30 minutes duration; and
- b) Employees are not considered to be recalled to duty if the only action they perform is receiving a phone call or other electronic communication channel message.

# PART E. Entitlements and Allowances

## 33 General Allowances

33.1 Unless otherwise specified in this Agreement, Employees are entitled to the allowances set out in the following table:

Allowance	Benefit
<b>General Allowances</b>	
<b>All Employees</b> - Use of personal vehicle as directed or agreed by the Employer	99 cents per km up to a maximum of 400km per week
<b>First Aid Allowance</b> for nominated/appointed and qualified First Aid Officers.  The First Aid Allowance shall not be paid during periods of leave of one week or more.	\$0.52 per hour up to a maximum of \$19.76 per week
<b>Meal Allowance</b> when required to work more than one hour after the usual finishing timer of work and the employee could not reasonably return home	Provision of a meal where there are adequate cooking facilities or be paid a meal allowance of \$16.20
<b>Overnight Camp Allowances</b>	
<b>Outdoor Education Team only</b>	Overnight Field Allowance: \$50 per night  Overnight supervision of students \$50 per night
<b>Stand in Allowance</b>	

<b>Student Liaison Support Officers backfilling teaching roles as required within Shoalhaven River College</b>	Provisional Teacher Qualification \$107 per day Proficient Teacher Qualification \$224 per day
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33.2 Travel to and from work is not included, the component that is claimable is the distance between the Employee's base work location as outlined in their employment contract and the alternative location they are required to travel to.

33.3 Where there are positions that are difficult to attract and retain staff due to location, the Chief Executive Officer may approve for an Employee to claim reasonable expenses for the use of their vehicle for work related purposes.

### 34 Rest Breaks

34.1 Unless otherwise specified in this Agreement Employees are entitled to the rest breaks set out in the following table:

<b>Rest Breaks</b>	
Required to work 4 hours	One paid 10-minute rest break
After working 5 consecutive hours	One unpaid 30 – 60 minute meal break must be taken
Working up to eight consecutive hours, excluding unpaid breaks	A second paid 10-minute rest break
Outdoor Education Employees	One 24 hour unpaid break after a 4 day, 3 night camping trip, and where there is an 'occasional' 5 day 4 night camping trip.

34.2 Where an Employee is required to have their meal with students as part of a program this will be replaced by a paid meal break of 20 to 30 minutes counted as time worked.

34.3 To manage fatigue, Outdoor Education Program Coordinators are required to;

- Conduct pre-activity assessments for all programmes
- Recognize and report fatigue indicators
- Take immediate action if fatigue is detected; and
- Adhere to organisational fatigue management policies at all times.

### 35 Exceptional Circumstance Provision

35.1 The CEO may, in their full discretion, determine that based on an Employee's skills, qualifications or experience and considering comparative market rates and other relevant matters, that an Employee will be paid an Exceptional Circumstances Provision in addition to their Base Rate of Pay, in order to address business needs. For example, if a specific skill set is required for a program that is difficult to find despite rigorous recruitment efforts. Where the CEO determines it appropriate to exercise this provision, notification must be made to the Board for the purpose or record keeping.

- 35.2 Employees will be advised of any Exceptional Circumstances Provision to be paid in writing.
- 35.3 The CEO may determine that the Employee will no longer receive the Exceptional Circumstances Provision, in which case the Employee will be provided with 14 days written notice.

## PART F. Leave

### 36 General Provisions

- 36.1 All deductions of leave will be based on the number of hours the Employee is absent from work.
- 36.2 Where an Employee takes leave of any kind:
- a) for which they are entitled to be paid, the Employee will be paid their Base Rate of Pay during the period of leave; and
  - a. for which they are not entitled to be paid, the Employee will not be paid during the period of leave.
- 36.3 Where an Employee is absent and fails to comply with their obligations this PART F, other than because of circumstances beyond the Employee's control, the absence may:
- a) be treated as unauthorised;
  - b) result in the Employee not being paid; and
  - c) not count towards the Employee's service.

### 37 Leave

- 37.1 Employees are entitled to leave in accordance with the following table:

Leave Type	Benefit
Annual Leave	4 weeks of paid annual leave accrues for Full Time employees and pro rata for Part Time Employees, per annum
Personal Sickness/Carers Leave	10 days of paid personal (sick or carers) leave for Full Time employees and pro rata for Part Time Employees for each year of service with the Employer.
Unpaid Carer's Leave	2 days of unpaid carer's leave for Casual Employees or Full Time and Part time Employees where their personal leave has been used for each occasion when a member of the Employee's Immediate Family or Household requires care or support because of a personal illness, personal injury, or unexpected emergency affecting the member.
Community Service Leave	An employee (other than a casual employee) is entitled to take unpaid community service leave while they are engaged in an Eligible Community Service Activity and for reasonable travel and rest time. Jury duty is paid 'make-up pay' for the first 10



Leave Type	Benefit
	<p>days which is the difference between the money they receive from doing Jury Duty and their ordinary pay.</p> <p>There is no limit on the amount of community service leave an employee can take.</p> <p>Community Service Leave activities:</p> <ul style="list-style-type: none"> <li>• voluntary emergency management activities</li> <li>• Jury Duty</li> </ul>
Ceremonial Leave	<p>All Employees (other than casual Employees) are entitled to 1 paid day Cultural, Ceremonial and Religious Leave per calendar year to observe days of cultural, ceremonial or religious significance.</p> <p>Aboriginal or Torres Strait Islander Employees are entitled to up to 10 days unpaid leave per calendar year for ceremonial purposes:</p> <ul style="list-style-type: none"> <li>(a) connected with the death of a member of the immediate family or extended family; or</li> <li>(b) for other ceremonial obligations under Aboriginal or Torres Strait Islander lore (law).</li> </ul> <p>Ceremonial leave is in addition to leave granted under compassionate leave provisions and no Employee will have any other entitlement reduced because they choose to take Ceremonial Leave. Ceremonial leave will count as continuous service for all purposes.</p>
Long Service Leave	<p>8.667 weeks leave after 10 years continuous service with the Employer.</p> <p>Can be taken in one or more periods by mutual agreement.</p>
Parental Leave (Unpaid)	<p>Up to 12 months unpaid (as per the NES, Paid Parental Leave Act 2010 and Fair Work Act), with the option to request a further 12 months unpaid, subject to the operational requirements of the Employer.</p>
Govt Paid Parental Leave	<p>(PPL) – Government paid. As per Services Australia’s paid parental leave provisions.</p>
Family and Domestic Violence Leave	<p>10 days of paid leave in a 12-month period, as per the NES and Fair Work Act, applicable to all employees including casual employees.</p> <p>Does not accrue year to year.</p>

Leave Type	Benefit
Compassionate and Bereavement Leave	<p>All Employees (other than casual Employees) are entitled to 2 days of paid leave as per the NES and Fair Work Act, for each occasion when:</p> <ul style="list-style-type: none"> <li>a) a member of the Employee's Immediate Family or Household contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life;</li> <li>b) a member of the Employee's Immediate Family or Household dies;</li> <li>c) a child is stillborn, where the child would have been a member of the Employee's Immediate Family or Household if the child had been born alive; or</li> <li>d) the Employee, or the Employee's current spouse or de facto partner, has a miscarriage.</li> </ul> <p>Does not accrue year to year</p>

37.2 The taking of leave above is subject to the applicable Employer's (if any) policies which may address matters such as evidence required and other conditions of taking leave, its accrual, and its treatment on termination of employment (subject always to the NES).

37.3 Regardless of any leave policy in place or not in place:

- a) all leave is subject to approval by the Employer, who may request any evidence it reasonably requires in relation to personal sickness and carer's leave to satisfy itself the conditions of taking the leave have been met; and
- b) Employees must provide notice as far in advance as possible prior to taking leave. Where that is not possible for unplanned personal leave, notify their supervisor of their absence and intention to apply for personal leave before the Employee's scheduled commencement time or as soon as practicable (which may be a time after the leave has started).
- c) All Employees working at Shoalhaven River College are required to take leave during non-teaching weeks. All requests for annual leave must be made at least 7 weeks in advance.

## 38 Specific Annual Leave Provisions

38.1 Periods of annual leave taken during the course of employment attract an annual leave loading of 17.5%.

38.2 Where an Employee has an annual leave balance in excess of eight (8) weeks for Full Time Employees or pro rata for Part Time Employees, the Employer may require the Employee to take a period of annual leave:

- a. sufficient to reduce the Full Time Employee's annual leave balance to six (6) weeks or an equivalent pro rata amount for Part Time Employees; and
- b) after consultation and at a time mutually agreed where possible, but at the Employer's final determination as long as the Employee is given at least six (6) weeks' notice.

- 38.3 Where the Employer's workplace, or part of a workplace, shuts down for a period of time, Employees working in that workplace or part of that workplace may be required to take annual leave, or, if these entitlements have been exhausted, unpaid leave for the duration of the shutdown.
- 38.4 If an Employee becomes ill during a period of annual leave, the Employee may apply for personal leave and recrediting of annual leave on production of satisfactory medical evidence. Annual leave will be recredited equal to the period of personal leave applied for.
- 38.5 Full Time and Part Time Employees, including Fixed Term Employees may cash out up to two weeks' annual leave in any calendar year (pro rata for Part Time Employees), by agreement in writing with the Employer, provided the Employee has at least four weeks' annual leave remaining after the annual leave is cashed out.
- 38.6 Any period of cashed out annual leave will be paid to the Employee at their Base Rate of Pay plus annual leave loading.

## **39 Temporary Closure Period**

- 39.1 The Employer has designated that it will have a temporary closure period of 3 days between Christmas and New Year. During this period Employees may choose to use time in lieu or annual leave.
- 39.2 Where an Employee does not have any accrued time in lieu or annual leave, the Employer and Employee may agree for the Employee to take leave without pay.

## **40 Public Holidays**

- 40.1 Employees are entitled to be absent for the public holidays declared, including as substituted under the Fair Work Act, in the State/Territory or local government area where the Employee primarily works.
- 40.2 Employees, other than Casual Employees, who are absent from work due to a public holiday but would have otherwise worked on that day or part day, will be paid their Base Rate of Pay for their ordinary hours of work on that day.
- 40.3 In accordance with the NES and Fair Work Act, the Employer may request an Employee to work on a public holiday if the request is reasonable.

40.4 An employee may refuse to work a public holiday where the request by the employer is unreasonable, or the refusal is reasonable.

## 41 Unauthorised absences and abandonment

- 41.1 Where an Employee is absent from duty without approval and without reasonable cause (for example, due to unforeseeable, exceptional or emergency circumstances of the Employee):
- the absence will be without pay and will not count as service for any purpose;
  - it will be regarded as a breach of the Code of Conduct and may result in disciplinary action; and
  - all other benefits provided under this Agreement will cease to be available to the Employee until the Employee resumes duty or is granted leave.
- 41.2 If the absence continues and no contact can be made with the Employee for more than three (3) consecutive working days or three (3) consecutive rostered days, without approval and without reasonable cause, the Employee will be considered to have abandoned their employment. This may result in termination of their employment in accordance with clause 45.2.

## PART G. Redundancy & Termination of Employment

### 42 Application

- 42.1 This Part G does not apply to Casual Employees, or Employees during their probationary period, being the first six months of continuous employment.

### 43 Redundancy

- 43.1 Eligible full time and part time Employees are eligible for redundancy payments as set out in the following table at the Employee's Base Rate of Pay for their ordinary hours of work, in accordance with the NES and the Fair Work Act.
- 43.2 For clarification, the following employees are not eligible for redundancy pay
- employees whose period of continuous service with the employer is less than 12 months
  - employees who are employed for a set period of time, or a season
  - employees who are dismissed because of serious misconduct
  - casual employees, and
  - trainees engaged only for the length of the training agreement and apprentices

Period of continuous service	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks

At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
More than 9 years	16 weeks

- 43.3 A reference in this section to continuous service with the Employer does not include periods of employment as a Casual Employee of the Employer.
- 43.4 The Employer must give an Employee notice of redundancy in accordance with clause 45.
- 43.5 The Employer may elect to pay an Employee in lieu of all or part of redundancy notice given.
- 43.6 Where an Employee elects to finish their employment before the end of any notice period given, the Employee will not be paid for the part of the notice period that was not worked, but their redundancy payments and other termination payments will be calculated as though the Employee worked for the entire notice period.
- 43.7 If, due to redundancy, an Employee accepts redeployment to a lower paid role, the Employee will continue to receive the higher Base Rate of Pay and all conditions, until the end of the notice period they would have been provided if made redundant.
- 43.8 Where there is a transfer of employment to a new employer, an Employee is not entitled to redundancy pay in relation to the termination of their employment if the Employee rejects an offer of employment by the other employer (the second employer) that:
- a) is on terms substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination; and
  - b) recognises the Employee's service with the Employer, and had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee, subject to any order by the Fair Work Commission to pay the Employee redundancy pay where it is satisfied that the Employee was treated unfairly.

## 44 Termination for serious misconduct

- 44.1 Nothing in this Agreement prevents the Employer from terminating the employment of an Employee for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

## 45 Notice of Termination

- 45.1 Clause 45 does not apply Fixed Term Employees engaged for a specified time, or to complete a specified task, when their employment ceases at the end of such specified period or specified task (including but not necessarily limited to Sessional Employees, Trainees and Apprentices).
- 45.2 The Employer places a high value on retaining its Employees, however if necessary the Employer may terminate the employment of an Employee at any time giving the Employee the following amount of notice in accordance with the NES and Fair Work Act:

Period of continuous service	Period of notice
Less than 1 year	1 week
More than 1 year but less than 3	2 weeks
More than 3 years but less than 5	3 weeks
More than 5 years	4 weeks

- 45.3 In addition to the notice in 45.2 Employees over 45 years of age at the time of giving the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 45.4 A reference in this section to continuous service with the Employer at does not include periods of employment as a Casual Employee with the Employer.
- 45.5 The Employer may pay the Employee in lieu of all or part of the notice period.

Employees (excluding Casual Employees) are required to provide the notice outlined in the table below other than the additional week for Employees who are over 45 years of age. If an employee fails to give the required notice, Kiama Community Colleges Ltd has the right to withhold, from the Employee's unpaid wages, an amount up to the Employee's Base Rate of Pay for the required period of one week.

Location	Length of Service	Level of Responsibility	Notice Period
Kiama Community College	Less than 1 Year	All staff	1 week
Kiama Community College	More than 1 year but less than 3	All Staff	2 Weeks
Kiama Community College	More than 3 Years but less than 5	All Staff	3 weeks
Kiama Community College	More than 5 Years	All Staff	4 weeks
Shoalhaven River College	Less than 1 Year	All Staff	1 week
Shoalhaven River College	More than 1 Year but less than 3	General Staff	2 Weeks
Shoalhaven River College	More than 3 Years but less than 5	General Staff	3 weeks

Shoalhaven River College	More than 5 Years	General Staff	4 weeks
Shoalhaven River College	1 year or more	Teaching staff	7 weeks

45.6 When an Employee's employment is terminated by either party, wages and all entitlements due to the employee will be paid to the employee no later than the next normal pay cycle.

## PART H. Flexibility, Consultation, and Disputes Model Clauses

### 46 Flexibility Term

46.1 For the avoidance of doubt, individual flexibility arrangements in this clause 46, are subject to agreement by, and operational requirements of, the Employer.

46.2 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the flexibility agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; or
  - (v) leave loading;
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 46.2 (a); and
- (c) the arrangement is genuinely agreed to by the Employer and the Employee.

46.3 The Employer must ensure that the terms of the individual flexibility arrangement:

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

46.4 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing;

- (b) includes the name of the Employer and the Employee;
- (c) is signed by the CEO and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; includes details of:
  - (i) the terms of this Agreement that will be varied by the arrangement;
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and the day on which the arrangement commences.

46.5 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

46.6 The Employer or the Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and the Employee agree in writing at any time.

## 47 Consultation

### General Terms

47.1 In this clause 47:

- (a) a “**Major Change**” means a change that is likely to have a significant effect on Employees if it results in:
  - (i) the termination of the employment of one or more Employees;
  - (ii) significant change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees;
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (iv) the alteration of hours of work;
  - (v) the need to retrain Employees;
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs; and



(b) “**Relevant Employees**” means the Employees who may be affected by a change referred to in clause 47.1(a) or clause 47.7 as applicable.

47.2 If this clause 47 applies the Employer must recognise a representative if a Relevant Employee or Relevant Employees:

- (a) appoint, a representative for the purposes of consultation; and
- (b) advise the Employer of the identity of the representative.

## **Major Change**

47.3 Where the Employer has made a definite decision to introduce a Major Change, which is not otherwise provided for in this Agreement:

- (a) The Employer must notify the Relevant Employees of the decision; and
- (b) clauses 47.3 to 47.6 apply.

47.4 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the Relevant Employees:
  - (i) the introduction of the Major Change;
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Employers is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed;
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees; and
- (c) invite the Relevant Employees to give their views about the impact of the Major Change (including any impact in relation to their family or caring responsibilities).

47.5 The Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

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

## **Change of Regular Roster or Ordinary Working Hours**

47.7 Where the Employer proposes to introduce a change to the regular roster (excluding changes in accordance with clause 25 or the Appendices to this Agreement) or Ordinary Hours of work of Employees, which is not otherwise provided for in this Agreement:

- (a) The Employer must notify the Relevant Employees of the proposed change; and
- (b) clauses 47.7 to 47.10 apply.

47.8 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the Relevant Employees the introduction of the change;
- (b) for the purposes of the discussion—provide to the Relevant Employees:
  - (i) all relevant information about the change, including the nature of the change;
  - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

47.10 The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

## 48 Procedures for preventing and settling disputes

48.1 If a dispute between the Employer and an Employee, or Employees, relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards,
- (c) this clause 487 sets out procedures to settle the dispute.

48.2 An Employee who is a party to the dispute may appoint a representative, including from an employee organisation or union, for the purposes of the procedures in this clause 48.

48.3 In the first instance, the parties to the dispute (**Disputing Parties** each a **Disputing Party**) must try to resolve the dispute at the workplace level, by discussions between the Employee or

Employees and The Employer or the relevant supervisors or managers, as per the Grievance Policy.

- 48.4 If discussions at the workplace level do not resolve following discussion between an Employee and the Chief Executive Officer, a Disputing Party may refer the matter to the Fair Work Commission.
- 48.5 The Fair Work Commission may deal with the dispute in two stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (c) arbitrate the dispute; and
  - (d) make a determination that is binding on the Disputing Parties.
- 48.6 While the Disputing Parties are trying to resolve the dispute using the procedures in this clause 48:
- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (b) an Employee must comply with a direction given by The Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe;
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 48.7 The Disputing Parties agree to be bound by a decision made by the Fair Work Commission in accordance with this clause 48.

## **Part I EMPLOYEE SUPPORT AND WORKPLACE CULTURE**

### **49 Workplace Health and Wellbeing**

- 49.1 The Employer recognises that the health, safety and well-being of all Employees is the responsibility of organisation management and all Employees. In fulfilling this responsibility

management has a duty to provide and maintain, so far as is practicable, a working environment that is safe and without risks to health. This includes:

- (a) Providing and maintaining safe (equipment), systems of work, access and egress from the workplace;
- (b) Managing risks associated with physical and psychosocial hazards
- (c) Making and monitoring arrangements for safe use, handling, storage and transport of plant (equipment) and materials;
- (d) Maintaining the workplace in a safe and healthy condition;
- (e) Providing adequate facilities to protect the health and wellbeing of all Employees
- (f) Providing information, training and supervision for all Employees, enabling them to work in a safe and healthy manner; and,
- (g) Maintain information and records relating to Employee's health and safety. Management is committed to regular consultation with Employees to ensure that the policy operates effectively, and that health and safety issues are regularly reviewed.

49.2 Employees are encouraged to play an active role regarding the health and well-being of themselves and each other by not placing themselves or others at risk of harm.

As prevention is the key to maintaining safety, Employees will report to management as soon as possible any accidents, incidents or hazards arising during the course of their employment. If an Employee has any concerns in relation to their safety or the safety of others in the workplace, they are to report them to the appropriate manager who will take all practicable steps to provide and maintain a safe work environment.

49.3 All injuries and incidents are to be reported within 24 hours

## 50 Flexible Work Arrangements

50.1 Full-time and part-time Employees can request flexible work arrangements if they have worked with the same Employer for at least 12 months and they:

- (a) are the parent, or have responsibility for the care, of a child who is school aged or younger
- (b) are a carer (under the Carer Recognition Act 2010)
- (c) are a person with disability
- (d) are 55 or older
- (e) are pregnant
- (f) are experiencing family and domestic violence, or
- (g) provide care or support to an immediate family or household member who is experiencing family and domestic violence.

- 50.2 Within 21 days of receiving a written request, the Employer will respond in writing to the Employee, indicating whether the request has been accepted or refused. Requests will only be refused on reasonable grounds, which may include:
- (a) The requested arrangements are too costly.
  - (b) Adjusting other Employees' working arrangements to accommodate the request is not feasible.
  - (c) It would be impractical to modify other Employees' working arrangements or hire new Employees to accommodate the request.
  - (d) the request is likely to result in a significant loss in efficiency or productivity, or would have a significant negative impact on student services.
- 50.3 If the Employer and Employee can't resolve a dispute about flexible working arrangements, they can apply to the Fair Work Commission for assistance.

## 51 Working from Home

- 51.1 Working from home may be agreed where there are mutual benefits to such an arrangement for both the Employee and the Employer. In weighing up the benefits, consideration will be given to the following:
- (a) Costs associated with establishing and continuing the work from home arrangement
  - (b) Whether the duties are suitable for working from home, for example this may not be practical for teaching staff
  - (c) What equipment will be necessary for an Employee to safely work from home
  - (d) The proposed working environment must be healthy and safe (a workplace assessment is one way in which to identify WH&S hazards, and deal with them)
  - (e) The person working from home must have the information and training necessary to do the work safely (especially as they will be working with less supervision)
  - (f) Agree on hours of work and communications procedures (to ensure co-workers are kept informed)
  - (g) Confirm insurance arrangements for non-workers e.g. tradespeople occurring at the home of an Employee.
  - (h) Agreed procedures will be put in writing regarding work arrangements particularly regarding hours of work and access (eg. to check workplace and systems of work are safe). A clear understanding by both parties of expectations, supervision and performance measurements are very important.
  - (i) Subject to the above, an Employee may agree with the Chief Executive Officer to work away from the office on either a regular or temporary basis with each case being assessed on an individual basis.

- (j) The arrangement may be varied by agreement and may be terminated by either the Manager or Employee, with a minimum notice period of two weeks or such shorter period as may be agreed.
- (k) A decision to terminate the arrangement may be made on the basis of operational requirements, the inefficiency or ineffectiveness of the arrangement and/or the failure of the Employee to comply with specified requirements and any workplace health and safety risks.
- (l) Work to be performed away from the office must first be approved by their manager taking account of security and confidentiality issues.

## **52 Respect at Work**

- 52.1 The Employer values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Employer recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 52.2 In achieving this objective, the Employer shall have in place a Bullying & Harassment Policy and Procedure that aligns with relevant legislation and ensure that everyone complies with its terms and conditions.

## **53 Drugs, Alcohol and Smoking**

- 53.1 An Employee must not enter the workplace or that of a client or undertake work of any kind whilst under the influence of alcohol or any other substance that impairs a person's ability to work or is likely to create an unsafe working environment.
- 53.2 Where the Employer has a reasonable suspicion that an Employee is under the influence of alcohol or some other prescribed or non-prescribed drug, that Employee will be directed to leave the premises and/or cease work. In these circumstances the Employee will not be paid for the remainder of the day. An Employee sent home in accordance with this clause, must either report for work the next ordinary working day in an appropriate state of health and sobriety or contact the Employer to advise their manager of when they are likely to be able to return to work.
- 53.3 An Employee found to be under the influence of alcohol or other drugs at work (as described in Clause 53.1) may be subject to disciplinary action, which may include termination of employment (as described in Clause 44) .
- 53.4 In the interest of the health and safety of all staff, all of our workplaces are smoke-free. Employees are prohibited from smoking, including e-cigarette use, on Kiama Community

College Ltd or Shoalhaven River College premises, outside the Employer's premises in a manner that can lead to the smoker being identified as Employees, or when representing the Employer in a work capacity.

## 54 Technical Matters, Interpretation

- 54.1 Capitalised words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in **Appendix E (Definitions)**.
- 54.2 Capitalised words or expressions used in this Agreement that are defined in the Fair Work Act, have the same meaning as the Fair Work Act, unless otherwise defined in this Agreement.
- 54.3 The legal name of the employer under this Agreement remains to be Kiama Community College Ltd but for the purpose of this Agreement "Employer" will be used throughout.

## 55 Delegations

- 55.1 All the powers and authorities of the Employer in this Agreement are held by the Chief Executive Officer.
- 55.2 The Chief Executive Officer may, by instrument in writing, delegate or authorise to a person, any of their powers, authorities or functions under this Agreement, excluding their power to delegate or authorise.
- 55.3 The Chief Executive Officer may issue instructions relating to the exercise of a delegated power, authority or function.

## 56 Consultative Committee

- 56.1 The parties to the agreement are dedicated to continuous, genuine, and ongoing consultation to sustain and develop additional models for continuous improvement, benefiting both employees and the Employer. A Consultative Committee will be established to facilitate communication between Employees and the Employer.
- 56.2 Kiama Community College Ltd people-related policies, practices and programs do not form part of the terms and conditions of this Agreement.
- 56.3 The parties recognise the need for, and merit of, ongoing involvement of Employees in the development and evaluation of the College's people-related policies, practices and programs.
- 56.4 Accordingly, the parties agree to the operation of a Consultative Committee under the following terms of reference.

- 56.5 The Consultative Committee will endeavour to meet at least once every six months to discuss issues of mutual interest and/or concern relating to Employees of the College with a view to maintaining productive and efficient work practices at the College. Through these meetings the College will, where possible, convey plans that may impact on the people-related policies, practices and programs affecting Employees at Kiama Community College.
- 56.6 Proposed changes to people-related policies, practices and programs (which do not form part of the terms and conditions of this Agreement) will be a matter for consultation by the Consultative Committee, but decisions remain the prerogative of the Employer. Any such changes will not impact the terms outlined in this Agreement.
- 56.7 The Consultative Committee will consist of nominated representatives of the Employees bound by the Agreement and nominated members of the Management team. Care will be taken to ensure that the Committee represents a cross section of the College. The Committee should have a maximum of eight (8) members with at least four (4) being Employee Representatives. The Employee representatives must include;
- (a) One person elected from the Training and Learning Team
  - (b) One person elected from the Community Engagement Team
  - (c) One person elected from the Administration Team
  - (d) One person from Shoalhaven River College teaching team

## **57 Workplace Delegates Rights**

- 57.1 Before exercising entitlements under clause 57, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- 57.2 The workplace delegate can represent employees in various situations, including:
- a) Talking about major workplace changes.
  - b) Discussions on roster or work hour changes.
  - c) Helping to resolve disputes.
  - d) Assisting with disciplinary procedures.
  - e) Representing employees in enterprise bargaining (negotiating work conditions) if appointed under the law (section 176 of the Act).
  - f) Any other processes or policies that affect employees' industrial interests, where they are allowed to have representation.



### 57.3 Communication Rights

- a) The workplace delegate can talk to eligible employees about their industrial interests, including discussing membership and representation
- b) These conversations can happen during work hours, breaks, or before/after work.

### 57.4 Access to Workplace and Facilities

- a) The employer must provide the delegate with reasonable access to facilities like:
  - A private space for discussions with employees.
  - A physical or electronic noticeboard.
  - The workplace's usual communication tools (e.g., Wi-Fi, emails).
  - A lockable filing cabinet or secure storage.
  - Office equipment like printers and photocopiers.
- b) However, the employer doesn't have to provide access if:
  - The facility doesn't exist.
  - It's impractical due to operational reasons.
  - The employer doesn't have control over the facility.

### 57.5 Access to Training

- a) The Employer must give workplace delegates up to 5 days of paid time off for training on representing employees. They also get at least one day per year for further training.
- b) Conditions for this include:
  - i. One delegate per 50 employees per year gets this paid training time.
  - ii. Payment equals what the delegate would have earned if they worked that day.
  - iii. The delegate must give the employer at least 5 weeks' notice before the training (unless agreed otherwise).
  - iv. If the employer asks, the delegate must provide details about the training.
  - v. The employer must approve or deny the request for paid time at least 2 weeks before the training. Approval cannot be unreasonably withheld.
  - vi. After the training, the delegate must provide proof of attendance within 7 days.

### 57.6 Conditions for using these rights

- a) When using these rights, the delegate must
  - Follow their usual work duties and employer's policies.
  - Not disrupt the normal workflow or prevent other employees from exercising their rights to join or not join an organisation.

57.7 The employer doesn't have to provide contact details of employees.

57.8 Employees are not required to be represented by a delegate unless they agree to it.

57.9 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

## 58 .No Extra Claims

58.1 The Parties agree that there shall be no further claims during the life of this Agreement.

58.2 The Parties may agree to vary this Agreement at any time until its Nominal Expiry Date in accordance with the relevant provisions of the Fair Work Act.

## 59 Effect of the Agreement

59.1 The Parties agree that:

- (a) it is the intention of this Agreement to achieve the principal objects specified in section 351 of the Fair Work Act;
- (b) this Agreement replaces any previous enterprise agreement or collective agreement that may have previously been applicable including to the Kiama Community College Collective Agreement 2009 (**Previous Agreement**);
- (c) this Agreement supersedes any existing employment agreements and conditions between the Employer and Employees to the extent of any inconsistency;
- (d) this Agreement operates to the exclusion of any Modern Award (except to the extent that a provision of this EA specifically references an Award provision), subject to the provisions of the Fair Work Act; and
- (e) Employees may bring no further disputes in relation to the Previous Agreements.

59.2 This Agreement is read in conjunction with the National Employment Standards and if a term of this Agreement is detrimental in any respect to an Employee when compared to the NES, the NES prevails over the detrimental extent of the term of this Agreement to the extent of the detriment.

59.3 Nothing in these provisions allows any treatment that would otherwise be prohibited in any applicable Commonwealth, State, or Territory legislation.

## Appendix A – Job Classifications

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
<b>Grade 1</b>	<p>An employee at Grade 1 requires no formal qualifications but may typically perform duties which require a skill level which assumes and requires:</p> <ul style="list-style-type: none"> <li>(a) A willingness to undertake training</li> <li>(b) Knowledge, training, or experience relevant to duties to be performed;</li> <li>(c) Completion of Year 12 without work experience;</li> <li>(d) Completion of Certificates I or II with related experience;</li> <li>(e) An equivalent combination of experience and training.</li> </ul> <p><b>Example Roles:</b></p> <ul style="list-style-type: none"> <li>• Entry Level Assistant</li> </ul>	<p>A person employed as Grade 1 works under close direction and supervision. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.</p> <p>At this level a person will be able to;</p> <ul style="list-style-type: none"> <li>(a) Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.</li> <li>(b) Solve relatively simple problems with reference to established techniques and practices and be able to choose between a range of straightforward alternatives.</li> </ul>	<p>A Grade 1 employee works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.</p> <p>A position at this level may include some of the following inputs or those of a similar value:</p> <ul style="list-style-type: none"> <li>(a) routine administration work like, handling mail, keeping and organising records, entering and retrieving data.</li> <li>(b) Assist trainers manage the group and keep everyone safe, support students who need extra help with their tasks, help move equipment and people to make the program run smoothly.</li> </ul>
<b>Grade 2</b>	<p>An employee at Grade 2 requires a skill level which assumes and requires knowledge or training in</p>	<p>Grade 2 employees will work under general guidance within clearly defined guidelines and undertake a range of</p>	<p>General features at this level consist of performing functions which are defined by established routines, methods, standards, and procedures with limited</p>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	<p>clerical/administrative or technical functions equivalent to:</p> <ul style="list-style-type: none"> <li>(a) Year 12 education, or Certificate II with relevant experience.</li> <li>(b) Completion of Certificate III,</li> <li>(c) An equivalent combination of relevant experience and/or education/training</li> </ul> <p>Persons advancing through this level may;</p> <ul style="list-style-type: none"> <li>(a) typically perform duties which require further on the job training or knowledge and training equivalent to progress towards completing a Certificate IV or Diploma.</li> <li>(b) Apply judgment within standard procedures and timelines.</li> <li>(c) Handle increasingly complex tasks as experience and training grow</li> <li>(d) Assist in technical roles within operations or in administrative roles with support tasks.</li> <li>(e) Expand the range of tasks performed and increase task complexity.</li> </ul> <p><b>Example Roles:</b></p> <p>Receptionist, Kiama Community College,</p>	<p>activities requiring the application of acquired skills and knowledge.</p> <p>A higher level of independence and problem-solving capabilities will be achieved through continued training and experience.</p>	<p>scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees will be able to perform a range of administrative support tasks including:</p> <ul style="list-style-type: none"> <li>(a) Standard use of a range of computer based programs e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, layout correspondence and reports, merge, move and copy, use of columns, tables and basic graphics.</li> <li>(b) Provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate staff, booking venues and ordering goods under direction; Process invoices and maintain petty cash</li> </ul>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	Receptionist, Shoalhaven Community College, Receptionist, Shoalhaven River College		
<b>Grade 3</b>	<p>An employee at Grade 3 requires knowledge/skills or training equivalent to:</p> <p>(a) a diploma, Certificate IV, or Certificate III with extensive experience</p> <p>(b) relevant work experience and on-the-job training</p> <p>(c) Completed higher education and training, combining experience with additional qualifications</p> <p>(d) Equivalent combination of relevant experience and/or education/training</p> <p>For trainers, currently Leisure and Lifestyle Trainers:</p> <p>(a) High level of expertise in skill set they are providing training for</p> <p>(b) Ability to develop appropriate course structure and resources</p> <p>(c) Ability to deliver training in line with organisation policies and procedures</p> <p>A non accredited trainer without TAE start at Grade 3 Pay Point 3</p>	<p>At Grade 3 employees will work under general direction in the application of procedures, methods and guidelines which are well established.</p> <p>General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work.</p> <p>In addition, employees may provide assistance to lower classified employees. At grade 3 employees will develop the capability to undertake stand-alone work and assist with project management</p>	<p>To contribute to the operational objective of the work area, a position at this level may include some of the following:</p> <ul style="list-style-type: none"> <li>• may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software and management information systems;</li> <li>• plan and set up spreadsheets or database applications</li> <li>• be responsible for providing a full range of secretarial services;</li> <li>• may be responsible for accounting transactions and the production of reports;</li> <li>• provide advice to students on enrolment procedures and requirements; and/or <ul style="list-style-type: none"> <li>• administer enrolment and course progression records.</li> </ul> </li> </ul> <p><b>Training Roles</b></p>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	<p>If a non-accredited trainer gains a current TAE qualification, they start at Grade 3 Pay point 4</p> <p><b>Example Roles:</b></p> <ul style="list-style-type: none"> <li>• Administration Assistant</li> <li>• Trainers (non-accredited)</li> <li>• Trainers Accredited with TAE Qualification</li> </ul>		<p>(a) Non-accredited trainers are responsible for delivering training sessions or workshops in a specific subject area, utilising their expertise and experience to educate and engage participants.</p>
<b>Grade 4</b>	<p>An employee at this level will require the following;</p> <p><b>Administration Roles:</b></p> <p>(a) Extensive administrative experience, and/or relevant qualifications in Business Administration</p> <p><b>For Trainer Roles:</b></p> <p>(b) <b>For pay point 1:</b> No pre-requisite to hold prior, but must enrol, undertake and successfully complete the below study to achieve the required qualifications or their successors for an on-going position</p> <p>(c) <b>For pay point 2</b> and movement to subsequent pay points must have the</p>	<p>At Grade 4 employees will work under general direction in functions that require the application of skills and knowledge appropriate to the work.</p> <p>Employees at this level will;</p> <p>(a) Have an understanding of rules, regulations, policies, and procedures within the work area and can provide interpretation and advice within scope of area of responsibility.</p> <p>(b) Assist in adapting processes to achieve objectives and influence others.</p>	<p>General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field.</p> <p>To contribute to the operational objective of the work area, a position at this level may include some of the following:</p> <ul style="list-style-type: none"> <li>• Responsible for the explanation and administration of an administrative function eg student fees, records, determinations and payments, a centralised enrolment function,</li> </ul>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	<p>equivalent of 1 year full time experience, for pay point 3, 2 years' experience etc</p> <p>(d) Has TAE40122 Certificate IV in Training and Assessment or its successor as well as relevant qualification in field of instruction</p> <p>(e) Completed annual professional development set against the standards to demonstrate current industry skills and vocational training and learning requirements.</p> <p><b>Example Roles:</b></p> <ul style="list-style-type: none"> <li>• Administration Officer (SRC)</li> <li>• Administration Officer (specialised function eg Finance, enrolments, data collation, marketing)</li> <li>• Non Accredited Level 3 and Accredited</li> <li>• Trainer (Equivalent of Level 3-5 of the Education (Post Secondary Award)</li> </ul>		<p>the organisation and administration of exams for small groups of students</p> <ul style="list-style-type: none"> <li>• Provide reports to management in account/financial, staffing, legislation requirements and other organisational activities.</li> </ul> <p><b>Training Roles</b></p> <p>(a) Deliver training, assessing students in line with ASQA requirements</p> <p>(b) Ensure training programs are engaging, focus on employability, and are suitable for all learners, including those with literacy, numeracy barriers, or disabilities.</p> <p>(c) Deliver training in various formats: classroom-based, trainees, and flexible delivery, following organisational requirements, funding guidelines, and ASQA standards.</p> <p>(d) Complete training and assessment documentation as per organisational policies.</p>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
			(e) Monitor course quality and participate in planning and reviewing courses.
<b>Grade 5</b>	<p>At this level an employee will require the following;</p> <p><b>Administrative and Class support roles</b></p> <p>A skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> <li>(a) Certificate III and relevant experience, doing work related to that certificate. Where a Certificate IV is needed, the minimum pay will be at pay point 2</li> <li>(b) Extensive experience, specialised expertise, or broad knowledge in an administrative field</li> <li>(c) A mix of relevant experience and/or education/training</li> </ul> <p><b>Training roles</b></p> <ul style="list-style-type: none"> <li>(a) TAE40122 Certificate IV in Training and Assessment or its equivalent, plus relevant qualifications in the field</li> </ul>	<p>At Grade 5 employees will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.</p> <p>Employees will have freedom to act within established guidelines. Solutions to problems may require the exercise of limited judgement, with guidance to be found in policies, procedures and guidelines.</p> <p>Assistance will be available for complex issues</p>	<p>To contribute to the operational objective of the work area, a position at this level may include some of the following:</p> <p>Administration roles</p> <ul style="list-style-type: none"> <li>(a) Prepare cash payment summaries, banking reports, bank statements, post journals to ledgers, and manage purchasing and inventory control</li> <li>(b) Provide secretarial support, using good judgment, initiative, confidentiality, and sensitivity</li> <li>(c) Handle tasks of a sensitive nature, including providing more than routine information, receiving and accounting for money, and assisting clients</li> </ul> <p>Class Support Roles</p> <ul style="list-style-type: none"> <li>(d) Perform basic tasks within a community service program using established practices and procedures</li> </ul>



Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	<p>(b) For Pay Point 1, and moving to higher pay points, must have 5 years of full-time experience for Pay Point 1, 6 years for Pay Point 2, etc.</p> <p>(c) Complete annual professional development to show current industry skills and meet vocational training and learning standards.</p> <p><b>Examples of Roles:</b></p> <ul style="list-style-type: none"> <li>• School Learning Support Officers (SLSO)</li> <li>• Community College Class Support/Assistants</li> <li>• RISE Support Workers</li> <li>• Perfect Presence Assistant</li> <li>• Level 6-9 Accredited Trainers Post Secondary Award</li> </ul>		<p>(e) Implement client skills and activity programs under limited supervision, individually or as part of a team, for disability and student support services within a class</p> <p><b>Training Roles</b></p> <p>(f) Ensure training programs are engaging, focused on employability, and suitable for all learners, including those with literacy and numeracy barriers or disabilities.</p> <p>(g) Deliver training programs in various formats, including classroom-based, traineeships, and flexible delivery, following organisational requirements, funding guidelines, and ASQA standards</p> <p>(h) Complete training and assessment documentation according to organizational policies.</p> <p>(i) Monitor course quality and participate in planning and reviewing courses.</p>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
<b>Grade 6</b>	<p>At this level an employee will require the following;</p> <p><b>Administrative Roles</b></p> <p>(a) A relevant certificate and experience, or experience gained through previous jobs, services, and/or studies at an equivalent level of expertise to perform the required tasks.</p> <p><b>Community Engagement Roles</b></p> <p>(a) An associate diploma and relevant experience.</p> <p>(b) A relevant certificate and experience, or experience gained through previous jobs, services, and/or studies at an equivalent level of expertise to perform the required tasks.</p> <p>(c) Entry level for graduates with a four-year degree who do work related to the responsibilities of this level.</p> <p><b>Training Roles</b></p>	<p>Grade 6 employees will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.</p>	<p>To contribute to the operational objective of the work area, a position at this level may include some of the following:</p> <p>Administration</p> <p>(a) Take responsibility for a specific function within the organisation</p> <p>(b) Have the opportunity to show initiative in applying established work procedures</p> <p>(c) Assist in a range of tasks and help interpret matters without clearly established practices, though not solely responsible for these tasks</p> <p>(d) Provide secretarial and/or administrative support with high judgment, initiative, confidentiality, and sensitivity</p> <p>(e) Assist senior employees</p> <p>(f) Provide a range of information services</p> <p>(g) Plan and co-ordinate community-based projects or programs</p> <p>(h) Perform moderately complex tasks that may include social planning, demographic analysis, survey design and analysis.</p>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	<p>(a) TAE40122 Certificate IV in Training and Assessment or its equivalent, plus relevant qualifications in the field.</p> <p>(b) For Pay Point 1 and moving to higher pay points, must have 7 years of full-time experience (or equivalent hours as a trainer) for Pay Point 1, 8 years for Pay Point 2, etc.</p> <p>(c) Complete annual professional development to show current industry skills and meet vocational training and learning standards</p> <p><b>Example Roles:</b></p> <ul style="list-style-type: none"> <li>• Executive Assistant</li> <li>• Perfect Presence Facilitator</li> <li>• Trainers (Equivalent of Level 10-12 of the Education (Post Secondary Award))</li> </ul>		<p>(i) Facilitate group activities and/or non-accredited training programs</p> <p><b>Training Roles</b></p> <p>(j) Ensure training programs are engaging, focused on employability, and suitable for all learners, including those with literacy and numeracy barriers or disabilities.</p> <p>(k) Deliver training programs in various formats, including classroom-based, traineeships, and flexible delivery, following organizational requirements, funding guidelines, and ASQA standards.</p> <p>(l) Complete training and assessment documentation as per organizational policies.</p> <p>(m) Monitor course quality and participate in planning and reviewing courses.</p> <p>(n) Provide mentoring, coaching, and professional development for other trainers with limited experience, using additional skills, experience, and knowledge.</p>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
<b>Grade 7</b>	<p>At this level an employee will require the following;</p> <p><b>Training Coordinator Roles</b></p> <ul style="list-style-type: none"> <li>• TAE qualifications or progress towards them, coupled with extensive relevant experience, or demonstrate extensive experience and management expertise.</li> <li>• Some or all of the following are needed to perform work at this level;</li> <li>• Skills, knowledge, experience, qualifications and/or training</li> <li>• Knowledge of statutory requirements relevant to work</li> <li>• Knowledge of organisational programs, policies and activities</li> <li>• Sound discipline knowledge gained through experience, training or education</li> <li>• Knowledge of the role of the organisation and its structure and service</li> <li>• Specialists require an understanding of the underlying principles in the discipline.</li> </ul> <p><b>Community Engagement Roles</b></p> <ul style="list-style-type: none"> <li>• Relevant four year degree with one year relevant experience</li> </ul>	<p>Grade 7 employees will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.</p>	<p>To contribute to the operational objective of the work area, a position at this level may include some of the following:</p> <ul style="list-style-type: none"> <li>(a) Influence operational activities through the involvement of establishing operational procedures</li> <li>(b) Supervise and manage the operation of a work area and monitor outcomes</li> <li>(c) Prepare or assist in the preparation of section budgets and be responsible for the delivery of outcomes</li> <li>(d) Provide advice and assistance to other employees;</li> <li>(e) Undertake significant projects and/or functions involving the use of analytical skills</li> <li>(f) Negotiate on matters of significance within the organisation and with other bodies/members of the public</li> <li>(g) Control and coordinate a work area within the organisation within budgetary constraints</li> </ul> <p><b>Community Engagement roles</b></p>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	<ul style="list-style-type: none"> <li>• three year degree with two years' of relevant experience</li> <li>• Associate diploma with relevant experience</li> <li>• Lesser formal qualifications with substantial years of relevant experience attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities</li> <li>• Employees undertaking specialised services, for example communications and/or finance will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.</li> <li>• Employees working as sole employees will commence at this level.</li> </ul> <p><b>Trainers</b></p> <ul style="list-style-type: none"> <li>• Holds the same qualifications or their successors as a fully qualified Trainer plus</li> <li>• Minimum 10 years full time experience as a Trainer</li> <li>• Completed annual professional development set against the standards to demonstrate current industry skills</li> </ul>		<ul style="list-style-type: none"> <li>(h) Exercise responsibility for various functions within a work area</li> <li>(i) Undertake a wide range of activities associated with program activity or service delivery</li> <li>j) In specialised fields, such as working with First Nations Communities, non-English speakers, young people, the unemployed, or people with disabilities, take responsibility for coordinating and supervising other employees, scheduling work programs, and assisting with liaising and coordinating with other services and programs</li> <li>j) Share specialised cultural knowledge as appropriate.</li> <li>k) Create partnerships between the organisation and other community agencies and/or businesses, and/or community members that increase enrolments and create meaningful learning opportunities for potential students</li> </ul>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	<p>and vocational training and learning requirements</p> <ul style="list-style-type: none"> <li>• Demonstrated satisfactory performance against performance targets and key performance indicators</li> </ul> <p><b>Example Roles:</b></p> <ul style="list-style-type: none"> <li>• Outreach Support Officer</li> <li>• Training Coordinators</li> <li>• Communications Officer</li> <li>• First Nations Engagement Officer</li> <li>• Student Support Officer</li> <li>• Student Welfare Officer</li> <li>• Financial Services Coordinator</li> </ul>		<ul style="list-style-type: none"> <li>l) activities undertaken will increase the number of new learning opportunities offered for those experiencing disadvantage,</li> <li>m) Provide assistance on grant applications including basic research or collection of data</li> </ul> <p><b>Student Support</b></p> <ul style="list-style-type: none"> <li>n) Support students to experience a life/ study balance so that they have can complete their courses/training.</li> <li>o) Collaborate closely with other colleagues to ensure that the wellbeing and learning needs of each student are catered for in a holistic and coordinated manner.</li> <li>p) Promote and work with other team members to provide a safe learning environment where students progress in both their learning and overall wellbeing.</li> </ul>
<b>Grade 8</b>	<p>Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and</p>	<p>Grade8 employees will work under limited direction and undertake a range of functions for which operational policies, practices and guidelines may need to be developed. Influence operational activities</p>	<ul style="list-style-type: none"> <li>a) Supervise and manage the operation of a work area and monitor outcomes.</li> <li>b) Be responsible for the delivery of outcomes.</li> </ul>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	<p>contribute, as required, to the determination of objectives, with the relevant field or fields of expertise.</p> <p>Employees at this level may possess relevant post secondary qualifications.</p> <p><b>Example Roles</b></p> <p>Manager Administrative Services</p>	<p>through the involvement of establishing operational procedures.</p>	<p>c) Provide advice and assistance to other employees.</p> <p>d) Undertake significant projects and/or functions involving the use of analytical skills.</p> <p>e) Negotiate on matters of significance within the organisation and with other bodies/members of the public.</p> <p>f) Control and coordinate a work area of the organisation within budgetary constraints.</p> <p>Duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>• Provide an internal consultancy service for a range of activities or within a specialised field;</li> <li>• Provide expert advice and assistance relevant to a work area</li> <li>• Control and coordinate projects</li> <li>• Provide advice on matters of complexity within the work area and/or specialised area;</li> <li>• Conduct quality assurance and quality control on products and process;</li> </ul>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
			<ul style="list-style-type: none"> <li>• Manage contract and service agreements and ensure compliance</li> <li>• Provide advice on compliance specifications or standards</li> <li>• Provide expert advice and interpretation within technical or professional area, including preparing relevant strategic advice where appropriate;</li> <li>• Participate in and/or provide professional supervision including review of professional practice where required;</li> <li>• Contribute to the establishment and implementation of new services and systems within the organisation; and</li> <li>• Manage projects of a technical and specialised nature.</li> </ul>
<b>Grade 9</b>	<p>At this level an employee will require the following;</p> <p>(a) Qualifications in education, training, management or relevant specialised area along with extensive relevant experience or demonstrate extensive management experience and proven expertise.</p>	<p>Grade 9 employees will be subject to broad direction from management/the employer and will exercise managerial responsibility for a function. In addition, employees at this level may;</p> <p>(a) work autonomously under broad direction, managing diverse teams</p>	<p>To contribute to the operational objective of the work area, a position at this level may include some of the following:</p> <p>(a) Take responsibility for significant program development and implementation, providing strategic support and advice at the organisation wide level</p>



Classification	Criteria	Supervision & Problem Solving	Indicative Duties
	<p>(b) Minimum 4 years' experience in education, training, Management or relevant specialised area field</p> <p><b>Example Roles:</b></p> <ul style="list-style-type: none"> <li>• Training and Learning Manager</li> <li>• Compliance, Administration &amp; Risk Manager</li> <li>• Community Engagement Leader</li> </ul>	<p>across administrative, technical, and service delivery functions.</p> <p>(b) Lead significant change initiatives and manage specialised staff teams, demonstrating innovation and sound judgment</p> <p>(c) Provide strategic guidance and leadership, integrating internal and external demands to achieve organisational objectives</p> <p>(d) Recommendations are made in relation to solution of problems in connection to the tasks performed.</p>	<p>(b) Drive major change initiatives, integrating internal and external demands to achieve broad organizational objectives</p> <p>(c) Provide strategic guidance and leadership, ensuring alignment with organisational goals and objectives while navigating complex organisational structures and external requirements</p> <p>(d) Undertake significant and high level creative planning, program and managerial functions with clear accountability for program performance</p> <p>(e) Comprehensive knowledge of related programs</p> <p>(f) Have a multi-perspective understanding to the development, carriage, and implementation of policies and procedures</p> <p>(g) Manage specialised staff teams or functions, demonstrating innovation, initiative, and sound judgment in decision-making processes</p> <p>(h) Drive improvements perform tasks/assignments which require</p>

Classification	Criteria	Supervision & Problem Solving	Indicative Duties
			<p>proficiency in the work area's existing rules, regulations, policies, procedures, systems and procedure, undertaken planning involving resources use and develop proposals</p> <p>(i) Ensure continued team compliance against standard operating procedures</p>

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## Job Classification School Teachers

Classification	General Descriptor	Criteria
<b>Level 1 – Provisional Teacher (Pay Point Provisional)</b>	The duties of a teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.	Graduate teacher and all other teachers including those holding provisional or conditional accreditation /registration.
<b>Level 2 – Teacher (Pay Point 1)</b> Teacher with Proficient accreditation and registration within NSW	The duties of a teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities	A Teacher at this level must provide evidence of qualifications and teaching experience. If evidence is not satisfactory, the employer may delay recognition until proper documentation is provided.
<b>Level 3 Teacher – (Pay Point 2)</b> Teacher with Proficient accreditation and registration within NSW	The duties of a teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.	A Teacher at this level must hold proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 2.
<b>Level 4 Teacher Teacher - (Pay Point 3)</b> Teacher with Proficient accreditation and registration within NSW	The duties of a teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.	A Teacher at this level must hold proficient accreditation/registration or equivalent after 3 years' satisfactory teaching service at Level 3.
<b>Level 5 Teacher (Pay Point 4)</b> Teacher with Proficient accreditation and registration within NSW	The duties of a teacher may include in addition to teaching, activities associated with administration, review, development and delivery of educational programs and co-curricular activities.	A Teacher at this level will be highly accomplished / Lead Teacher accreditation / registration or equivalent
<b>Head Teacher</b>	Leading teaching and learning within the school. Developing self and others.	Head Teachers are accountable to the Principal. They support the leadership, improvement and management of the school, within statewide guidelines and government policies.

**Note:** Proficient accreditation means accreditation as a proficient teacher that meets the requirements for full registration by a body which oversees accreditation and recognition of teachers' professional capacity in NSW.

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## Appendix B – Rates of Pay (Other than Casual Trainers)

### Managers, Administration, Coordinators and Trainers

Grade	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4
<b>Grade 1</b> Entry Level Asst	25.12	26.31		
<b>Grade 2</b> Receptionist, Kiama Community College, Receptionist, Shoalhaven Community College Receptionist Shoalhaven River College	27.45	27.95	28.65	29.36
<b>Grade 3</b> Administration Assistant, Level 1 Trainer non accredited Trainers Accredited with TAE Qualification	29.50	30.43	31.19	31.97
<b>Grade 4</b> Administration Officer (SRC), Administration Officer (specialised function eg Finance, enrolments, data collation, marketing) Non accredited Level 3 Accredited Trainer (Equivalent of Level 3-5 of the Education Post Secondary Award)	32.20	32.70	33.52	34.36
<b>Grade 5</b> School Learning Support Officers (SLSO) Community College Class Support/Assistants RISE Support Workers Perfect Presence Assistant Level 6-9 Accredited Trainers Post Secondary Award	34.69	36.34	37.25	38.18
<b>Grade 6</b> Executive Assistant, Perfect Presence Facilitator, Accredited Trainers (Equivalent of Level 10-12 of Education Post Secondary Award)	37.90	39.44	40.43	41.44
<b>Grade 7</b>	43.51	44.64	45.40	46.54

Outreach Support Officer Training Coordinators, Communications Officer, Financial Services Coordinator, First Nations Engagement Officer, Student Support Officer, Student Welfare Officer				
<b>Grade 8</b> Manager, Administration	47.57	48.76	49.98	51.23
<b>Grade 9</b> Training and Learning Services Manager, Compliance, Administration and Risk Manager Community Engagement Leader	54.38	55.58	56.97	58.39

### Rates of Pay - Casual Trainers

<b>Award Levels</b>	<b>Educational Services (Post Secondary Education) Award 2020</b>	<b>KCC Casual Trainers EA Rate</b>
<b>Level 1</b>	\$58.00	\$59.16
<b>Level 2</b>	\$58.77	\$59.95
<b>Level 3</b>	\$59.94	\$61.14
<b>Level 4</b>	\$61.11	\$62.36
<b>Level 5</b>	\$63.58	\$64.85
<b>Level 6</b>	\$65.23	\$66.53
<b>Level 7</b>	\$66.73	\$68.00
<b>Level 8</b>	\$68.38	\$69.75
<b>Level 9</b>	\$70.03	\$71.43
<b>Level 10</b>	\$72.17	\$73.61
<b>Level 11</b>	\$74.16	\$75.64
<b>Level 12</b>	\$75.92	\$77.43

Rates of pay including pay points will be reviewed and adjusted in line with the annual national wage increases.

### Transition Table

Kiama CC Enterprise Agreement	Educational Services (Post Secondary Education) Award 2020 (General Staff)	Educational Services (Post Secondary Education) Award 2020 (Trainers)	Educational Services (Schools) General Staff Award 2020 (Admin Staff)	Social, Community, Home Care and Disability Services Industry Award 2020
Grade 1	GSL1			
Grade 2	GSL2			
Grade 3	GSL3	TL1		
Grade 4	GSL4	TL2-TL5		
Grade 5	GSL5	TL6-TL8	GS L3	SACSL2
Grade 6	GSL6	TL9-TL11		SACSL3
Grade 7	GSL7	TL12		SACSL4
Grade 8	GSL8 & GSL9			
Grade 9				SACSL6

### Classifications and Rates of Pay for Teachers

School Teacher Classification Based on Educational Services School Teachers Award	Current Rate of pay Based on NSW Crown Teachers Award amended in Nov 2023	Comment
Level 1 (provisional)	42.85-46.08	These rates will be monitored to ensure they continue to align with NSW Crown Teachers Award
Level 2 (Pay Point 1)	48.05	
Level 3 (Pay Point 2)	50.02	
Level 4 (Pay Point 3)	57.53	
Level 5 (Pay Point 4)	61.55	
Head Teacher	70.83	
Casual Teaching rate per day Teacher 5+ years		

experience Teacher not yet proficient	\$585 per day	
	\$438 per day	

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## Appendix C

### Training and Training Related Duties.

Trainers perform a broad range of duties that include the following activities relating to the course that is being taught.

Training Duties	Training Related Duties
Face to face/ online instruction/ training to students/ group of students delivering training material	Providing one on one support to student to assist w/ their progression through course (support outside of formal teaching sessions)
Supervising/ marking of practical and non-practical components of course as part of assessment	Being involved/ present in study groups
Developing training material to be used for upcoming course including lesson plans	Grocery shopping
Marking of assessments	Food preparation
Being involved in validation	Collection, clean/ filling and return of bus
Individual Assessment Records	Preparation for class – ie not resources development but, for example photocopying
	Perfect Presence – documenting case notes, submission of mandatory reporting as required, communication w/ stakeholders and parents/ caregivers
	Meetings – with coordinator, Training and Learning Services Manager, industry bodies, stakeholders
	Professional Development
	Maintaining facilities
	purchasing equipment
	Assisting with marketing and recruitment of students for courses
	Admin tasks as requested – eg assisting w/ completion of data and analysis
	Delivery schedule and assisting w/ completion of the TAS (Training and Assessment Strategy)
	Collection of resources (eg first aid equipment, Outdoor Learning resources)

## Appendix D – Supported Wage Rates

1. Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity %	Relevant Minimum Wage
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- 1.2 Provided that the minimum amount payable must be not less than \$102 per week.
- 1.3 Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

### 2. Assessment of capacity

- 2.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and Employee and, if the Employee so desires, a union which the Employee is eligible to join.

- 2.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### 3. Lodgement of SWS Wage Assessment Agreement

- 3.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the employer with the Fair Work Commission.

- 3.2 All SWS wage assessment agreements must be agreed and signed by the Employee and employer parties to the assessment. Where a union which has an

interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

**4. Review of assessment**

4.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

**5. Other terms and conditions of employment**

5.1 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

**6. Workplace adjustment**

6.1 An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

**7. Trial period**

7.1 In order for an adequate assessment of the Employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

7.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

7.3 The minimum amount payable to the Employee during the trial period must be no less than \$102 per week.

7.4 Work trials should include induction or training as appropriate to the job being trialled. Assistance will be provided.

7.5 Where the employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 2.

## Appendix E – Definitions

Term	Definition
Base rate of pay	Means an Employee's salary, or hourly rate of pay as applicable, without overtime, penalties, or other allowances.
Casual Employee	Means a person employed by the Employer in accordance with clause 11
Chief Executive Officer	Means the person appointed as the Chief Executive Officer of Kiama Community College but excludes people temporarily acting in the role of Chief Executive Officer from time to time.
Community Service	Includes a voluntary emergency management activity e.g. SES, Voluntary Fire Brigade, RSPCA and jury duty, including attendance for jury selection.
Kiama Community College Pty Ltd	Kiama Community College Pty Ltd ABN 68 654 722 850 & includes Kiama Community College, Shoalhaven Community College and Shoalhaven River College
Employee	Means an employee of Kiama Community College Pty Ltd who is covered by this Agreement as specified in clause 2.1 of this Agreement, and for the avoidance of doubt includes all Full Time Employees, Part Time Employees, Casual Employees, and Sessional Employees.
Employer	Kiama Community College Ltd (KCC)
Fair Work Act	The Fair Work Act 2009 and the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009, and their successors and any regulations associated with those Acts.
Fixed Term Employee	A Fixed term contract employees is employed on a contract that terminates at the end of a set period in accordance with clause 10.
Full Time Employee	Means a person employed by the Employer in accordance with clause 7.
High Income Threshold	Has the same meaning as that term in the Fair Work Act.
Immediate Family	Means an Employee's spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It includes step relations (eg step parents and step- children) as well as adoptive relations.
NES (National Employment Standards)	Means the National Employment Standards as contained in clauses 59 to 131 of the Fair Work Act.
Ordinary Hours	Means the number of hours an Employee would usually work during a specific day, week or fortnight period (e.g. a Full Time Employee's ordinary hours of work may be an average of 37.5 hours per week) within the span of hours set out in clause 27
Parties	Means parties to this Agreement, and Party has a corresponding meaning.
Part Time Employee	Means a person employed by the Employer in accordance with clause 8.

Partner	The spouse (including a former spouse) of an Employee or a person who lives in a bona fide domestic relationship with the Employee and includes same sex relationships.
Probationary Period	Means a period of six months continuous service by the Employee from commencement of their employment with the Employer.
Program Manager	Means the Manager who manages course delivery
Psychosocial Hazard	A psychosocial hazard is anything that could cause psychological harm (eg harm someone's mental health).
Redundancy	Occurs when the Employer no longer requires a role to be performed by anyone or becomes insolvent or bankrupt
Remote Work	Has the meaning provided in clause 24.
Sessional Employee	Means a person employed by the Employer in accordance with clause 9.
Stapled Fund	Is an existing super account which is linked, or 'stapled' to an individual employee so that it follows them as they change jobs
Supported Wage System	To employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

## Signature Page

Kiama Community College Pty Ltd Enterprise Agreement 2025 – 2028 Signed for Kiama Community College Pty Ltd by;

Linda Livingstone, Chief Executive Officer

7 Railway Parade, Kiama 2533  
Address of signatory

Linda Livingstone 21/11/24  
Signature: Date:

In the Presence of:

Leanne Spence  
Spence 21/11/24  
Signature: Date:

Trish Ikin, Principal

2 Mattes Way Bomaderry 2541  
Address of signatory

Trish Ikin 21/11/24  
Signature: Date:

In the Presence of:

Jenny McKay

J McKay

Signature:

21.11.24

Date:

Employee Bargaining Representative 1:

Terrie Moran, Accounts Officer

7 Railway Parade Kiama

Address of signatory

Moran

Signature:

21.11.24

Date:

In the Presence of:

Christine Glover

[Signature]

Signature:

21.11.24

Date:

Employee Bargaining Representative 2:

Naomi Stanton, Short Course Coordinator

[Signature] 7 Railway Rd, Kiama 2533

Address of signatory



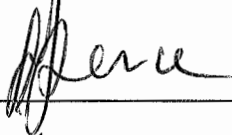
22.11.2024

Signature:

Date:

In the Presence of:

Leanne Spence



22/11/2024

Signature:

Date:

Employee Bargaining Representative 3:

Rosemary Westley, Foundation Skills Coordinator

Address of signatory

Signature:

Date:

In the Presence of:

Signature:

Date:


Employee Bargaining Representative 4:



Phuong Meester, Outreach Support Officer

7 Railway Parade, Kamber NSW 2533

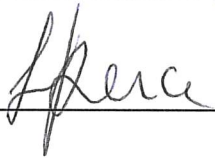
Address of signatory

Signature: 

Date: 26.11.24

In the Presence of:

Leanne Spencer

Signature: 

Date: 26/11/24

Employee Bargaining Representative 5:

Jane Mathew, Student Support Officer

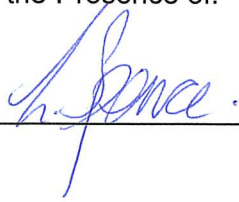
2 Mathes Way Bomaderry NSW 2541

Address of signatory

Signature: 

Date: 21/11/24

In the Presence of:



Lillian Spence

21/11/24

Signature:

Date:

Employee Bargaining Representative 6:

Leanne Spence, Executive Assistant

7 Railway Pde Kiama 2533

Address of signatory

*Leanne Spence*

22/11/2024

Signature:

Date:

In the Presence of:

Naomi Stanton

*Naomi Stanton*

22/11/2024

Signature:

Date:

Employee Bargaining Representative 7:

Jenny Mckay, Head Teacher

2 Mattes Way Bomaderry 2541

Address of signatory

*Jenny Mckay*

21.11.24

Signature:

Date:

In the Presence of:

Trish Ikin

Trish Ikin

Signature:

21/11/24

Date:

Proposed Enterprise Agreement