**DECISION**

*Fair Work Act 2009*

s.185—Enterprise agreement

**The King David School Holdings Ltd T/A The King David School**

(AG2014/8112)

**THE KING DAVID SCHOOL (ASSISTANTS) AGREEMENT 2015-2017**

Educational services

COMMISSIONER BISSETT MELBOURNE, 1 DECEMBER 2014


[1] An application has been made for approval of an enterprise agreement known as *The King David School (Assistants) Agreement 2015-2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The King David School Holdings Ltd. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54(1) of the Act, will operate from 8 December 2014. The nominal expiry date of the Agreement is 31 January 2018.
THE KING DAVID SCHOOL
(ASSISTANTS)
AGREEMENT
2015– 2017
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The King David School (Assistants) Agreement 2015 - 2017

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is to be known as The King David School (Assistants) Agreement 2015-2017 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the Fair Work Act 2009 (Cth.) (the Act).

2 COMMENCEMENT DATE AND PERIOD OF OPERATION

2.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.

2.2 The nominal expiry date of the Agreement is 31 January 2018.

3 DEFINITIONS

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<th>Term</th>
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<td>Accident Compensation Act</td>
<td>means the Accident Compensation Act 1985 (Vic) or its successor(s)</td>
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<td>Act</td>
<td>means the Fair Work Act 2009 (Cth.) or its successor</td>
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<td>Assistant</td>
<td>means a School Assistant and a Early Childhood Educator, unless separately specified</td>
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<tr>
<td>Award</td>
<td>means the Educational Services (Schools) General Staff Award 2010 and any other award applicable to any Employee immediately prior to the commencement of this Agreement</td>
</tr>
<tr>
<td>Casual Employee</td>
<td>Means an employee employed pursuant to subclause 11.5 (clause 11 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>Council</td>
<td>means the governing body of The King David School</td>
</tr>
<tr>
<td>Early Childhood Teacher</td>
<td>means a teacher who is employed to teach children in the 3 and 4 year old kindergarten program and is required to hold a four-year post-secondary qualification in Early Childhood Education.</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person covered by the Agreement.</td>
</tr>
<tr>
<td>Employer</td>
<td>means The King David Holdings Ltd (ACN 005 454 704) trading as The King David School</td>
</tr>
<tr>
<td>FWC</td>
<td>means Fair Work Commission</td>
</tr>
<tr>
<td>Fixed Term Employee</td>
<td>means an Employee employed pursuant to subclause 11.4 (clause 11 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>Full Time Employee</td>
<td>means an Employee employed pursuant to subclause 11.2 (clause 11 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>Health Practitioner</td>
<td>means a person registered under the Health Practitioners Regulation National Law (Victoria) Act 2009 (Vic) or its successor</td>
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<tr>
<td>Immediate Family</td>
<td>means * spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis, whether the Employee and the person are of the same sex or different sexes; and * child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</td>
</tr>
<tr>
<td>LSL Act</td>
<td>means the Long Service Leave Act 1992 (Vic) or its successor</td>
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<tr>
<td>National Employment Standards</td>
<td>means Part 2-2 (the National Employment Standards) as contained in the Fair Work Act 2009 (Cth.)</td>
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<td>Non-term Weeks</td>
<td>means weeks, or part thereof, in the school year other than term weeks and includes periods designated as school holidays for students in K-12. The total number of non-term weeks will not be less than the total number of non-term weeks gazetted for Victorian Government Schools.</td>
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<td>----------------</td>
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<tr>
<td>Part Time Employee</td>
<td>means an Employee employed pursuant to subclause 11.3 (clause 11 – Modes of Employment) of this Agreement</td>
</tr>
<tr>
<td>Early Childhood Educator</td>
<td>means a person who is employed in the Preschool who performs general duties and duties with children in the Preschool Centre under the general direction of the Room Leader or in the Kindergarten under the general direction of an Early Childhood Teacher.</td>
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<tr>
<td>Preschool Program</td>
<td>means a play-based educational program developmental appropriate for children aged 0 to 5 years</td>
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<td>Principal</td>
<td>means the person employed as the Principal of The King David School or the Principal’s nominee</td>
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<tr>
<td>Room Leader</td>
<td>means a Qualified Early Childhood Educator who has prime responsibility for planning and implementing the Preschool program and for supervision of Educators within the room</td>
</tr>
<tr>
<td>School</td>
<td>means The King David School Holdings (ACN 005 454 704) trading as The King David School</td>
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<tr>
<td>School Assistant</td>
<td>means a person who is ancillary to the process of teaching and includes, audiovisual technicians, audiovisual coordinators, career counselors, computer laboratory assistants, integration aides, laboratory managers, laboratory technicians, librarians, library technicians, mathematics laboratory assistants, special education personnel, and teacher aides.</td>
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<tr>
<td>School Year</td>
<td>means the twelve months from the day that Employees are required to attend the School for the new educational year, as determined by the School, and includes term and non-term weeks.</td>
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<tr>
<td>Term Weeks</td>
<td>Means the weeks, or part thereof, in the K-12 school year that students are required to attend school and designated student-free days as set out in the school calendar of the School</td>
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4 PARTIES BOUND

This Agreement binds:

i. the Employer; and

ii. School and Early Childhood Educators

5 RELATIONSHIP TO AWARDS

5.1 This Agreement operates to the complete exclusion of the Award which would otherwise apply to any of the Assistants covered by this Agreement.

6 NO EXTRA CLAIMS

The Employer and Assistants agree that the salary increase and other improvements in conditions of employment provided by this Agreement are in settlement of all existing claims made by the Employer and the Assistants, and that no further claims will be made prior to the nominal expiry date set out in cl.2.2.

7 NATIONAL EMPLOYMENT STANDARDS

7.1 The National Employment Standards (NES) in Part 2-2 of the Act are the minimum entitlements of an Assistant covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

7.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.
8. AGREEMENT FLEXIBILITY

8.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with one or more of the following matters:

a) arrangements about when work is performed;
b) overtime rates;
c) penalty rates;
d) allowances;
e) leave loading; and

- the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- the arrangement is genuinely agreed to by the Employer and Employee.

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

a) are about permitted matters under s.172 of the Act; and
b) are not unlawful terms under s.194 of the Act; and

c) result in the Employee being better off overall than the employee would be if no arrangement was made.

8.3 The Employer must ensure that the individual flexibility arrangement:

a) is in writing; and
b) includes the name of the Employer and Employee; and
c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
d) includes details of:

i. the terms of the enterprise agreement that will be varied by the arrangement; and

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

e) states the day on which the arrangement commences.

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

8.5 The Employer or 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 if the Employer and Employee agree in writing — at any time.
PART 2 CONSULTATION AND DISPUTE RESOLUTION

9 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

9.1 This clause applies if the Employer:
   a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
   b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

9.2 For a major change referred to in clause 9.1(a):
   a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
   b) cl.9.3 to 9.9 apply.

9.3 The relevant Employees may appoint a Representative for the purposes of the procedures in this term.

9.4 If:
   a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
   b) the Employee or Employees advise the Employer of the identity of the Representative;
      the Employer must recognise the Representative.

9.5 As soon as practicable after making its decision, the Employer must:
   a) discuss with the relevant employees:
      (i) the introduction of the change; and
      (ii) the effect the change is likely to have on the Employees; and
      (iii) measures the Employer 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; and
      (ii) information about the expected effects of the change on the Employees; and
      (iii) any other matters likely to affect the Employees.

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

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

9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.2(a) and clauses 9.3 and 9.5 are taken not to apply.
9.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

(a) the termination of the employment of Employees; or
(b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain Employees; or
(f) the need to relocate Employees to another workplace; or
(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

9.10 For a change referred to in cl.9.1(b):

(a) the Employer must notify the relevant Employees of the proposed change; and
(b) cl.9.11 to 9.15 apply.

9.11 The relevant Employees may appoint a Representative for the purposes of the procedures in this clause.

9.12 If:

(a) a relevant Employee appoints, or relevant Employees appoint, a Representative for the purposes of consultation; and
(b) the Employee or Employees advise the Employer of the identity of the Representative;

the Employer must recognise the Representative.

9.13 The Employer must:

(a) discuss with the relevant Employees the introduction of the change; and
(b) for the purposes of the discussion—provide to the relevant Employees:

(i) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
(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).

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

9.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
9.16 For the purposes of cl.9.10 to 9.15, a School’s educational timetable in respect of academic classes and student activities, which:

(a) may operate on a term, semester or a School Year basis, and
(b) ordinarily changes between one period of operation and the next, and
(c) may change during the period of operation,

is not a regular roster.

9.17 However, where a change to a School’s educational timetable directly results in a change to:

(a) the number of ordinary hours of work of an Employee, or
(b) the spread of hours over which the Employee’s ordinary hours are required to be worked, or
(c) the days over which the Employee is required to work,

cl.9.11 to cl.9.15 will apply.

In this clause: relevant Employees means the Employees who may be affected by a change referred to in clause 9.1

10 DISPUTE RESOLUTION PROCEDURE

10.1 If a dispute relates to:

a) a matter arising under the Agreement; or
b) the NES;

this clause sets out procedures to settle the dispute.

10.2 FWC may not, when exercising a power of dispute resolution under this Agreement, provide a right or remedy on the basis that a termination of employment was harsh, unjust or unreasonable.

10.3 An Assistant who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

10.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Assistant or Assistants concerned and relevant supervisors and/or management.

10.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

10.6 FWC may deal with the dispute in two stages:

a) FWC will first attempt to resolve the dispute using one of more of the following methods: mediation, conciliation, expressing an opinion and making a recommendation; and
b) if FWC is unable to resolve the dispute at the first stage, FWC may then:
ii) in relation to all other matters in the Agreement, arbitrate the dispute only with the consent of both parties, and make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
10.7 While the parties are trying to resolve the dispute using the procedures in this clause:
   a) an Assistant must continue to perform his or her work as he or she would
      normally unless he or she has a reasonable concern about an imminent risk
      to his or her health or safety; and
   b) an Assistant must comply with a direction given by the Employer to perform
      other available work at the same workplace, or at another workplace, unless:
      iii) the work is not safe; or
      iv) the *Occupational Health and Safety Act 2004* (Vic.) would not permit the
          work to be performed; or
      v) the work is not appropriate for the Assistant to perform; or
      vi) there are other reasonable grounds for the Assistant to refuse to comply with
          the direction.

10.8 The parties to the dispute agree to be bound by a decision made by FWC in
     accordance with this clause.
PART 3  TYPES OF EMPLOYMENT & TERMINATION OF EMPLOYMENT

11  MODES OF EMPLOYMENT

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

11.2  Full Time Employees

A Full Time Employee is an employee engaged to work 38 hours per week or an average of 38 hours per week.

11.3  Part Time Employee

a)  A part-time Employee is an employee who is engaged to work less than 38 hours per week or an average of less than 38 hours per week.

b)  A part-time employee will be paid an hourly rate of 1/38th of the weekly rate for the employee’s classification.

c)  A part time employee’s entitlements will be calculated on a pro rata basis.

d)  Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the part time hours required.

11.4  Fixed Term Employee

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

  • to replace one or more Employees who are on leave, or are temporarily performing other duties;
  • to undertake a specified project for which funding has been made available;
  • to undertake a specified task which has a limited period of operation; or
  • to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

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

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

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

d)  Subject to clause 13 –Minimum Employment Period, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 17 – Notice of Termination.
e) A Fixed Term Employee is not entitled to any of the following benefits under this Agreement:
   - notice of termination (where the date of cessation of employment is stated at the time of appointment);
   - redundancy;
   - paid parental leave
   - examination leave
   - qualification conferral leave
   - tuition fee discount

11.5 Casual Employee

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

b) A casual employee will be engaged and paid for a minimum of two hours for each engagement. Except that an Early Childhood Educator working in an out of school hours care program may satisfy the two hours minimum by working one hour before school and one hour after school on the same day.

c) An Employer must not employ a Casual Employee for longer than two consecutive school terms on relieving work or to complete a fixed project.

d) A Casual Employee will be paid an hourly rate of pay calculated as follows:

   Weekly salary for 1st year for the appropriate grade x 1.25

   38

38

e) A Casual is not entitled to any of the following benefits under this Agreement:
   - notice of termination of employment;
   - redundancy;
   - remuneration packaging;
   - annual leave or school holidays;
   - leave loading;
   - long service leave;
   - public holidays;
   - paid personal/carers leave;
   - paid parental leave
   - paid compassionate leave;
   - examination leave;
   - qualification conferral leave;
   - performance and conduct management; and
   - accident make-up pay.

12. Leave without pay during non-term weeks

12.1 Arrangements

An Assistant, other than an Early Childhood Educator, 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 a School Assistant during any such period, the existing School Assistant may be offered such employment (whether on a full-time, part-time or casual basis). The School Assistant 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 School Assistant. Remuneration for such work will be at the rate of pay applicable to the work being performed.

12.2 Calculating annual salary for a School Assistant on leave without pay during non-term weeks

a) The formula in this subclause may be used to calculate an annual salary for a School Assistant whose contract of employment makes provision, in writing, for leave without pay during non-term weeks.

b) The adjusted annual salary for an employee is:

\[
A = C \times \text{working weeks} + 4 \text{ weeks annual leave} + \frac{P}{52.18}
\]

Where:

A means the employee’s adjusted annual salary

C means the annual salary (as contained in clause 15—Minimum wages) for the employee’s classification

P means public holidays that fall within the period of annual leave

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

c) For the purpose of calculating any allowance or penalty for an employee, the allowance or penalty will be calculated on the ordinary hourly rate applicable before the adjustment provided for in this clause is applied.

d) A School Assistant may elect, in writing, to be paid only for the time worked (and therefore not during non-term weeks) rather than to be paid an adjusted annual salary as provided by this clause

e) The making of this award is not intended to prevent other arrangements for School Assistants who are not required to work during non-term weeks to be agreed between the employer and majority of employees in a school.

13 MINIMUM EMPLOYMENT PERIOD

13.1 An Employee’s employment is contingent upon the satisfactory completion of a six month minimum employment period.

13.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee’s employment, the Employer does not need to provide the relevant notice of termination in clause 17 – Notice of Termination and does not need to comply with clause 16 – Performance/Conduct Management, any due process or performance management policies or procedures in place from time to time.

13.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee’s employment commencing, the Employee is entitled to two (2) weeks’ notice, in writing, wholly within the one school term or full payment in lieu of notice.

13.4 If the Employee is to resign within the first six months of the Employee’s employment commencing, then the Employee is required to give the same notice required of the Employer in 13.3 above, with the notice given in writing.
14. CONFIRMATION OF EMPLOYMENT

14.1 A newly engaged Employee or a currently employed Employee undertaking a change of employment status will complete the School's standard employment documents. Upon engagement or upon a change in status, an Employee will be issued with a letter of appointment or confirmation by the Principal stating whether they are full time, part time, fixed term or casual, and the classification and rate of salary applicable on commencement.

14.2 Upon engagement, the employee will be assigned to a campus. However, as the School has multiple campuses, the employee may be required to perform part or all of their work at locations other than the campus they were initially assigned.

14.3 Upon termination of employment, on request from the Employee, the School will provide the Employee with a statement of service specifying the period of employment, the classification, or type, of work performed and any additional responsibilities or duties undertaken by the Employee.

15 HOURS OF WORK

15.1 The ordinary hours of work for a Full Time Employee will be 38 hours per week (exclusive of meal breaks).

15.2 The ordinary hours of work may be averaged over a fortnight or a four-week period.

15.3 Spread of Hours

15.3.1 The spread of ordinary hours for an Assistant will be 7.00 am to 6.00 pm on any day Monday to Friday inclusive.

15.4 Time for support duties

An Early Childhood Educator is entitled, in addition to the period children attend to adequate time to undertake support duties (e.g. preparation, pack up or other duties in relation to their work with children).

15.5 Hours in Excess of Ordinary Hours

15.5.1 The Employer may require an Employee to work reasonable additional hours. Any time worked in excess of ordinary hours will be paid the rate of time and a half for the first two hours and double time thereafter. In computing overtime, each day's work shall stand alone. The number of such hours per week may only exceed three by mutual agreement.

15.6 Breaks

15.6.1 Meal breaks

An employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

15.6.2 Rest Break

At a time suitable to the employer, an employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The employer and an employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
15.7 Rostered days off

An employer and employee may agree that the ordinary hours of work provided by clause 15 - Hours of Work will be worked over 19 days in each four week period, in which case the following provisions will apply.

15.7.1 The employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.

15.7.2 An employee will accrue 24 minutes for each eight hour day worked to give the employee an entitlement to take rostered days off.

15.7.3 Each day of paid leave taken by an employee (but not including long service leave, any period of stand-down, any public or religious holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 15.7.2.

15.7.4 Rostered days off will not be regarded as part of the employee's annual leave for any purpose.

15.7.5 An employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.

15.7.6 An employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 15.7.2.

15.7.7 An employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 15.7.2.

15.7.8 Rostered days off will be determined by mutual agreement between the employer and the employee, having regards to the needs of the place of employment.

15.7.9 An employee will be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.

16. PERFORMANCE/CONDUCT MANAGEMENT

16.1 Performance Management

16.1.1 This clause will not apply to a Casual Employee or to an Employee serving a minimum employment period of employment pursuant to clause 13 – Minimum Employment Period.

16.1.2 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in 16.1.3 and 16.1.4.

16.1.3 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- the Employer's concerns with the Employee's performance;
- the time, date and place of the first formal meeting to discuss the Employee's performance;
- the Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the Employee's performance; and
- the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.
16.1.4 Formal performance management meetings will

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

16.1.5 If, following the procedure in 16.1.3 and 16.1.4, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

16.2 Conduct Management Procedure

16.2.1 This clause will not apply to a Casual Employee or to an Employee serving a minimum employment period of employment pursuant to clause 13 – Minimum Employment Period.

16.2.2 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in 16.2.3 and 16.2.4.

16.2.3 The Employer will advise the Employee of:

- the Employer's concern with the Employee's conduct;
- the time, date and place of the meeting to discuss the Employee's conduct;
- the Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct; and
- the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

16.2.4 The formal conduct management meeting(s) will:

- include discussion of the Employer's concern with the Employee's conduct; and
- give the Employee an opportunity to respond to the Employer's concerns unless the Employer could not reasonably have been expected to provide the Employee with that opportunity.

16.2.5 The Employer reserves the right to vary the procedure in 16.2.3 and 16.2.4 where it is possible that the Employee is guilty of serious misconduct.

16.2.6 Concerns with an Employee's conduct may be resolved by:

- summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- issuing the Employee with a warning or a final warning in writing;
- terminating the employment of the Employee in accordance with the relevant notice provision; or
- other action, appropriate to the situation.

17. NOTICE OF TERMINATION

17.1 Where the Employer wishes to terminate the employment of an Employee serving a minimum employment period pursuant to clause 13, or an Employee wishes to resign during a minimum employment period, the period of notice is specified by clause 13.
17.2 Where the Employer wishes to terminate the employment of an Employee, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the Employee; notice is to be given wholly within the one school term.

17.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2 that the Employee would have received by working during the notice period if the Employees employment had not been terminated.

17.4 An employee who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing; notice is to be given wholly within the one school term.

17.5 In addition to the period of notice specified in 17.2, an Employee over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.

17.6 The notice period in this clause and in clause 13 – Minimum Employment period do not apply where the Employee is guilty of serious misconduct.

17.7 An Assistant replacing an Assistant granted parental leave will not be entitled to more than four (4) weeks' notice of termination of employment. The notice of termination provisions will be specified in writing at the time the replacement Assistant is employed.

18. WITHHOLDING OF MONIES

18.1 Subject to 18.2, in the event that an Employee does not provide the full notice required by clause 13 – Minimum Employment Period or clause 17– Notice of Termination, as appropriate, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.

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

i. unpaid salary or wages;

ii. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the Long Service Leave Act 1992 (Vic) (LSL Act)); and

iii. any amounts owing to the Employee for an unpaid bonus or allowance.

19. REDUNDANCY

19.1 Redundancy pay is provided for in the NES. This clause provides enterprise specific details and supplements the NES

19.2 Redundancy Disputes

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

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

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

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

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>5 weeks’ pay*</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8.75 weeks’ pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>12.5 weeks’ pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks’ pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>17.5 weeks’ pay</td>
</tr>
<tr>
<td>6 years and over</td>
<td>20 weeks’ pay</td>
</tr>
</tbody>
</table>

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

For the purposes of this clause, continuous service will be calculated to include all service for which paid leave was applicable. Paid leave may include personal leave (sick leave, infectious diseases leave, carer’s leave and compassionate leave), long service leave, examination leave, qualification conferral leave and leave during which accident make-up payments are being received by the employee. Periods of unpaid leave are not included, except at the discretion of the Employer.

19.5 Leaving during notice
An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee’s employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 19.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

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

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

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

PART 4 CLASSIFICATION AND REMUNERATION

20. CLASSIFICATIONS AND SALARY
20.1 Schedule 1 sets out the classification structure
20.2 Schedule 2 sets out the rates of pay
20.3 Schedule 3 sets out the allowance payable to Early Childhood Educators who assist in the delivery of the Hebrew Language Program.

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

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

22. SUPERANNUATION
22.1 Superannuation legislation
   a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and Assistants. Under superannuation legislation individual Assistants generally have the opportunity to choose their own superannuation fund. If an Assistant does not choose a superannuation fund, any superannuation fund selected by the Employer applies.
   b) The rights and obligations in these clauses supplement those in superannuation legislation.

22.2 Employer contributions
   The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Assistant as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Assistant.

22.3 Voluntary employee contributions
   a) Subject to the governing rules of the relevant superannuation fund, an Assistant may, in writing, authorise the Employer to pay on behalf of the Assistant a specified amount from the post-taxation wages of the Assistant into the same superannuation fund as the Employer makes the superannuation contributions provided for in cl.23.2.
b) An Assistant may adjust the amount the Assistant has authorised the Employer to pay from the wages of the Assistant from the first of the month following the giving of three months' written notice to the Employer.

c) The Employer must pay the amount authorised under cl.21.3(a) and cl 21.3(b) no later than 28 days after the end of the month in which the deduction authorised under cl.21.3(a) and cl 21.3(b) was made.

22.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in cl. 21.2 to another superannuation fund that is chosen by the Assistant, the Employer must make the superannuation contributions provided for in cl.21.2 and pay the amount authorised under cl. cl.21.3(a) and cl 21.3(b) to the School’s default superannuation fund, Non-Government Schools Superannuation Fund (NGS) or its successors, provided that the Employer is not required to become a participating employer.

23. PAYMENT ARRANGEMENTS

23.1 Salary will be paid by credit transfer to the Employee’s nominated financial institution account each fortnight.

23.2 Salary increases will be implemented from the first full pay period after Assistants return to work at the commencement of the school year.

24. HIGHER DUTIES

24.1 An employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.

24.2 Subject to clause 24.1 where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

25. ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY

25.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Accident Compensation Act 1985 (Vic) (Accident Compensation Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

25.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the Accident Compensation Act, then the Employee does not accrue any of the following entitlements under this Agreement or under the Accident Compensation Act (where relevant) for the duration of any such absence:

   a) annual leave; or
   b) paid personal/carer’s leave
PART 5 LEAVE AND OTHER ABSENCES

26. ANNUAL LEAVE

26.1 Annual Leave is provided for in the NES. This clause supplements the NES provisions.

26.3 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

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

26.5 Where an Employee takes leave without pay or unpaid personal/carer's leave in excess of 10 working days in any School Year the employee's entitlement to annual leave will be calculated on the basis of one twelfth of that Employee's number of working weeks (excluding paid annual leave already received, periods of leave without pay and unpaid carer's leave).

26.5 Where an Employee has not accrued sufficient annual leave to be taken during the shut down period, the Employee will be entitled to leave which will be unpaid and this period of unpaid leave will be counted as service for all purposes of the Agreement.

26.6 Paid leave in advance of accrued entitlement
An employer may allow an employee to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or is discharged from the service of the employer before completing the required amount of service to account for the leave provided in advance, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.

27. ANNUAL LEAVE LOADING

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

27.2 An Employee (who takes leave without pay during non-term weeks) who is employed for part only of a School Year is entitled to be paid leave loading as follows:

\[
17.5\% \text{ of number of working weeks} \times 4 \times \text{Annual rate of pay} \\
\text{Number of school's term weeks} \times 52.18
\]

27.3 An Employee (in receipt of 4 weeks annual leave) is entitled to leave loading as assessed as following

\[
17.5\% \text{ of number of working weeks} \times 4 \\
\text{(excluding paid holiday periods)}
\]

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times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

27.4 An Employee who ceases employment with the Employer prior to the commencement of third term in not entitled to leave loading from the Employer.

27.5 The Employer will pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December.
28. PERSONAL/CARER'S LEAVE

28.1 Personal/Carer’s Leave is provided for in the NES. This clause supplements the NES provisions.

28.2.1 An Employee is entitled to a paid personal/carer’s leave entitlement, which includes both sick and carer’s leave.

28.2.2 Personal/Carer’s leave for an Employee accrues upon the completion of each two-week period of continuous service, based upon the Employee’s nominal hours of work.

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

28.2.4 For a Full Time Employee, the personal/carer’s leave entitlement equates to 15 days per year of service, which accrues progressively during service. A Part Time Employee is entitled to paid personal/carer’s leave on a pro rata basis based on their ordinary hours of work.

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

28.2.6 Where the Employee has exhausted the paid personal/carer’s leave entitlement, the Employee may take up to two (2) days’ unpaid carer’s leave per permissible occasion. Unpaid carer’s leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.

28.2.7 A Casual Employee may take up to two (2) days’ unpaid carer’s leave per permissible occasion. Unpaid carer’s leave may be taken as a single, unbroken period of up to two (2) days, or any separate period as agreed by the Employer and the Employee.

28.2.8 Where an Employee’s need for personal/carer’s leave exceeds the Employee’s accrued entitlement at the time that leave is needed, the Employee is entitled to be paid personal/carer’s leave in advance of accrual as follows:

(a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or

(b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,

provided that the notice and evidentiary requirements are met.

28.2.9 Notice and Evidentiary Requirements

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

(b) An Employee is entitled to personal/carer’s leave provided that:

i. the Employee produces a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;

ii. the Employee provides a medical certificate from a Registered Health Practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
iii. the Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceed five days in the one year.

29. **COMPASSIONATE LEAVE**

29.1 Compassionate Leave is as provide for in the NES except where this Agreement provides ancillary or supplementary terms.

29.2 Entitlement

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

29.2.2 In addition to the entitlement in 29.2.1, an Employee is entitled to use up to two (2) days of the Employee's accrued personal leave entitlement on each occasion when a member of the Employee’s immediate family or household dies.

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

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

30. **PARENTAL LEAVE**

30.1 Parental Leave is provided for in the NES. This clause supplements the NES provisions.

30.2 Basic entitlement

30.2.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 24 months' unpaid parental leave in relation to the birth or adoption of a child.

30.2.2 For the avoidance of doubt, an employee is not entitled to request a further amount of parental leave in excess of 24 months, in relation to the same child.

30.3 Part Time Work

(a) An Employee entitled to parental leave pursuant to the provisions of this Agreement may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five (5) years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.

(b) An application pursuant to 30.3(a) must be made as soon as possible prior to the date upon which the Employee is due to return to work from parental leave. The School would appreciate one term’s notice to facilitate planning.
30.3.1 Request to be considered

(a) The Employer shall consider any request made pursuant to 30.3 having regard to the Employee’s circumstances and, provided the request is genuinely based on the Employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(b) An Employee’s request and the Employer’s decision made pursuant to 30.3 must be recorded in writing.

31. PAID PARENTAL LEAVE

31.1 From the date this Agreement commences, where an Employee is granted unpaid parental leave in accordance with clause 30 – Parental Leave of this Agreement to be the primary caregiver of a child, the Employee is entitled to be paid 14 weeks of leave with pay inclusive of annual leave accrued during paid parental leave.

31.2 From the date this Agreement commences, where an employee is granted concurrent leave, the Employee is entitled to paid parental leave at the Employee’s ordinary rate of pay, for up to five (5) days provided the leave is taken within eight (8) weeks of the birth or adoption of the child. The leave may be taken in one or two periods.

31.3 An Employee must have a minimum of 12 months’ continuous service, if returning from parental leave, before being eligible for any further paid parental leave pursuant to 31.1 or 31.2. Where an Employee has less than 12 months’ continuous service with the Employer following a period of parental leave, the Employee may make an application for paid parental leave, citing reasons in support of the payment. Payment, if any, will be at the discretion of the Employer.

31.4 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 30.1.

31.5 Paid parental leave is not payable during a period of any other paid leave.

31.6 Where the Federal Government implements a statutory scheme of paid parental leave, an Employee, in lieu of 31.1 and 31.2, will be entitled to the quantum of leave provided by the statutory scheme. The Employer will pay the difference between the payment available under the statutory scheme and the Employee’s ordinary rate of pay immediately prior to commencing parental leave for the period of time provided by the statutory scheme.

32. LONG SERVICE LEAVE

32.1 An Employee is entitled to long service leave. The Long Service Leave Act), as amended from time to time, specifies the entitlement.

32.1.2 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment prior to 1 February 2000 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing on or after 1 February 2000.
From 1 February 2000, an Employee is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.

32.1.3 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven (7) years of continuous employment.

32.1.4 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.

32.1.5 An Employee, whose hours of work have varied during service, is paid at the proportionate rate, calculated by averaging the time fractions over the period of service. However, where the NES provides an employee with a higher payment for long service leave, the NES entitlement will apply.

32.2 Taking Long Service Leave

32.2.1 An employee is entitled to take long service leave upon the completion of seven (7) years of continuous employment, provided the Employee is able to meet the requirements of 32.2.4.

32.2.2 Following consultation between the Employer and the Employee, an Employee must take long service leave within three (3) years of the entitlement to long service leave falling due.

32.2.3 In consultation about the timing of such leave, the Employee agrees to take into account the Employee's needs, in so far as they are compatible with the Employer's operational needs.

32.2.4 The period of long service leave will usually be for a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.

32.2.5 An Employee who has completed twenty years' continuous employment must take the second period of long service leave by the end of the twenty-first year of employment.

33. PUBLIC HOLIDAYS

33.1 Public holidays are provided for in the NES. Provided that the public holidays occurring during leave in accordance with 25– clause 12 for a School Assistant who takes leave without pay during non-term weeks will not create additional entitlement.

33.2 Substitution of public holidays

By agreement between the Employer and the majority of Assistants:

a) an alternate day may be taken as a public holiday in lieu of any of the days specified by the NES.

b) The agreement will be recorded in writing and made available to the affected Assistant

c) Where substitution is agreed, the substituted day will be the public holiday for all purposes of this Agreement.

34. LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay.
35. **EXAMINATION LEAVE**
   An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

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

37. **COMMUNITY SERVICE LEAVE**
   Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

37.1 **JURY SERVICE LEAVE**
37.1.1 An Employee, if required to appear and/or serve as a juror will be entitled to be granted paid leave for the period during which attendance at court is required.
37.1.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
37.1.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
37.1.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
37.1.5 Following the conclusion of the jury service, employees are obliged to pay the school the full amount of any money received by the employee from the court.

38. **INFECTIOUS DISEASES LEAVE**
38.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:
   - German measles
   - Chickenpox
   - Measles
   - Mumps
   - Scarlet fever
   - Whooping cough
   - Rheumatic fever, or
   - Hepatitis.

38.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.
PART 6 OTHER PROVISIONS

39. TUITION FEE DISCOUNT

39.1 An Assistant, other than a casual or fixed term Assistant, whose child or children attend the School, Preschool or Kindergarten, is entitled to a tuition fee discount of 25 per cent.

39.2 In order to be eligible for a tuition fee discount, an Assistant must:
   (a) pay the application and enrolment fee in full prior to the commencement of enrolment; and
   (b) pay the discounted tuition fees via automatic salary deduction.

39.3 Additional charges for extras and uniforms are not subject to any discount. Such charges include, but are not limited to, costs for camps, books, music tuition, excursions, outside school hours care, security levy, etc.

39.4 Tuition fee discounts do not apply to any other services, such as outside school hours care.

39.5 The tuition discount cannot be taken in conjunction with fee relief, (where an Assistant is eligible for fee relief), or a scholarship (where a scholarship has been accepted on behalf of the Assistant’s child). The Assistant may choose to accept the higher of the three alternatives; but no combination thereof.

39.6 Discount will cease in the event of default of payment of general tuition fees or additional charges for extras.

40. MEAL ALLOWANCE

   The Employer will supply an Employee with a meal should the Employer require an Employee to remain at school continuously until after 7 p.m. on any day.

41. BREAKAGE AND LOSS

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

42. PROTECTIVE CLOTHING

   Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.
Signed for and on behalf of The King David School Holdings Ltd ACN 005 454 704

Signed: ________________________________

Date: 5/11/14

Name in full (printed): Catherine Mary Kaiseran

Position title: HR Manager

Authority to sign explained: Employer Representative

Address: 4 Cambridge St

Armadale 3143

Witnessed by: ________________________________

Witness name in full: Michael Joseph Zannini

Witness address: 21 Edward Street

Essendon 3040

EMPLOYEE REPRESENTATIVE

Signed: ________________________________

Date: 5-11-2014

Name in full (printed): Jillian Shalehoff

Position title: Educator

Authority to sign explained: ________________________________

Address: 3/71 Bent St

McKinnon

Witnessed by: ________________________________

Witness name in full: MARINA GNATUSHINA

Witness address: 80 Paloma

Bentleigh East 3165
SCHEDULE 1 – CLASSIFICATION STRUCTURE

1.1 General Classification Principles

1.1.1 Positions for an Employee engaged as a School Assistant and as an Early Childhood Educator will be classified in accordance with the following criteria.

1.1.2 A position need not involve all the duties listed as 'typical' of the grade nor are the typical duties the only ones which may be required.

1.2 Classification Structure

1.2.1 Grade 1

a) Positions for which qualifications are not required:
   • Early Childhood Educator
   • Library Assistant
   • Audio Visual Assistant
   • Laboratory Assistant
   • Teacher Aide (including Integration Aide)

b) Characteristics
   It is characteristic of this classification that the Employee may be required to perform any combination of a wide range of routine functions under reasonably close supervision. The Employee must have a good understanding of the policies and procedures of the Employer and assist in their implementation.

c) Typical Duties
   The duties of positions at this grade may include some or all of the following:

(i) Early Childhood Educator
   Must have a comprehensive knowledge of the Education and Care Services National Regulations 2011, the Education and Care Services National Law Act 2010, the National Quality Framework, and the Victorian Early Years Learning and Development Framework, and the Framework for School Age Care in Australia) and successor legislation and adhere to requirements at all times; assist in the implementation of the daily routine; have a good understanding of and participate when required in emergency procedures; assist with preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities; attend to the physical, social and emotional needs of children on an individual and group basis; achieve a warm and friendly relationship with children that is supportive and responsive to their needs; assist in developing good relations with families; work positively and appropriately with all staff and parents, outside agencies and the employer in the provision of services.

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

(ii) Audio Visual Assistant
   Routine tasks associated with the operation of a resource centre or in connection with the maintenance, control & operation of audio-visual equipment of the school, e.g. assisting with audio & video recording
(iii) Laboratory Assistant
Routine tasks including simple maintenance of equipment and materials; care of fauna and flora; setting up less complex experiments such as are typically conducted at Years 7-10 general science; preparation of teaching aids under direction; preparation of standard solutions

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

1.2.2 Grade 1A

a) Positions, the occupants of which are required by the Employer to complete a relevant post-secondary course of study and require routine supervision.
   • Early Childhood Educator (Certificate II)
   • Library Technician in-training
   • Audio Visual Technician in-training
   • Laboratory Technician in-training

1.2.3 Grade 2

a) Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification
   • Early Childhood Educator (Certificate III)
   • Library Technician
   • Audio Visual Technician
   • Laboratory Technician

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

c) Typical Duties
In addition to some or all Grade 1 duties, the duties of positions at this grade may include some or all of the following:

(i) Early Childhood Educator (Certificate III)
Undertake general observations of children, and report findings to the teacher as appropriate; assist in working with individuals and small groups of children, both spontaneous and organised; undertake professional development related to work which may include on-the-job and/or off site support; foster cognitive development in children.

(ii) Library Technician
Performance of responsible tasks associated with the efficient operation of a library including such tasks as: assisting teachers and students to use the catalogue and/or locate books and resource materials; explaining the function and use of the library and library equipment to students; under direction, assist teaching staff to take story groups; searching and identifying fairly complex bibliographic
material; simple copy cataloguing; filing catalogue cards; organising inter-library loans; answering ready-reference enquiries; supervising dispatch and recovery of damaged books to and from commercial binders.

(iii) Audio Visual Technician
Performing responsible tasks associated with the efficient operation of an audiovisual section including such tasks as: operating and maintaining a wide range of equipment; demonstrating and explaining the operation of equipment; providing general technical support for teaching staff; reproducing materials by means of sound and photographic equipment, etc; evaluating and making recommendations for purchase.

(iv) Laboratory Technician
Performing responsible tasks associated with the efficient operation of an the laboratory/s including such tasks as: manufacturing and servicing equipment; implementing measures for proper storage control and handling or disposal of dangerous or toxic substances; culturing, preparing for use and being responsible to the Head of Department for the security of bacterial, viral or other like substances; ordering supplies and materials.

1.2.4 Grade 3

a) Positions, the duties of which require, in addition to the knowledge and skills required at Grade 2, an additional year of post-secondary qualification.

   - Early Childhood Educator (Diploma in Children’s Services)
   - Senior Library Technician/Librarian
   - Senior Audio Visual Technician
   - Senior Laboratory Technician

b) Characteristics
It is an essential characteristic of an Employee at this grade that such Employee is often required to exercise significant initiative and discretion, work with little supervision, and demonstrate expertise and accept personal responsibility significantly beyond that required of an Employee classified at Grade 1 or 2.

c) Typical Duties
In addition to some duties specified for lower grade positions, the duties of positions at this grade may include some or all of the following:

(i) Early Childhood Educator (Diploma in Children’s Services)
   Undertake detailed written observations of children as required; use observations and records to actively assist in the development and implementation of aspects of the program as required.

(ii) Senior Library Technician/Librarian
   Performing responsible tasks associated with the efficient operation of a library including such as: preparing descriptive cataloguing for library materials; supervising the operation of circulation systems; answering reference and information enquiries other than ready reference; assisting in evaluating and selecting equipment and supplies; providing guidance in the use of information systems; supervising staff; arranging in-service training of para-professional and unqualified staff where appropriate; in-charge of an identifiable functional unit (eg. Audio-visual); selection and ordering of periodicals; liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials.
(iii) Senior Audio Visual Technician
Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower grade positions, and in addition some or all of the following: production of resource material, eg multimedia kits, video and film clips; teaching skills to teachers and individual students; maintaining security of equipment and materials; budgeting; liaison with heads of department on curriculum; organising resources material; developing borrowing strategies; supervising staff

(iv) Senior Laboratory Technician
Under general direction, undertake substantial responsibility associated with the efficient operation of the laboratory/s including some duties specified for lower grade positions, and in addition some or all of the following: provision of technical assistance and advice as requested; assist in the planning and organisation of laboratories and field work; supervision of staff; testing of experiments; demonstrating experiments (with teaching staff); responsible to Head of Department for safe storage, handling and disposal of hazardous or toxic substances.

1.2.5 Grade 4

a) It is an essential characteristic of an Employee at this grade that such Employee is required to work largely independently and has ultimate responsibility for planning and executing tasks
   - Preschool Room Leader
   - Senior Library Technician/Librarian
   - Senior Audio Visual Technician
   - Senior Laboratory Technician

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

1.2.6 Grade 5

1.2.12 Characteristics and duties as for Grade 4, however, the role is managerial in nature and must be directly supervising at least two full-time staff or at least three staff if any are part-time.

1.3 Commencement Arrangements Preschool Assistants

1.3.1 An Early Childhood Educator

a) who is untrained, will be classified at Grade 1. Upon commencement of employment, the untrained Preschool Assistant will be classified at subgrade 1.1 and will be able to progress within Grade 1 to subgrade 1.5.

b) who has completed a relevant AQF Certificate II, will be classified at Grade 1A. Upon commencement of employment, the Early Childhood Educator will commence at subgrade 1A.1 and progress within grade 1A to subgrade 1A.2.

c) who has completed a relevant AQF Certificate III will commence at Grade 2. Upon commencement of employment, the Early Childhood Educator will commence at subgrade 2.1 and progress within Grade 2 to subgrade 2.6.

d) who has completed a Diploma in Children's Services will commence at Grade 3. Upon commencement of employment, the Early Childhood Educator will commence at subgrade 3.1 and progress within Grade 3 to subgrade 3.6
1.3.2 Incremental advancement Early Childhood Educators

a) Advancement to the next increment within the Grade will take place on the anniversary of the Early Childhood Educator’s first appointment or in the case of non-continuous service, after the equivalent of a School Year.

b) An Early Childhood Educator employed for 50 per cent or less of a full-time working hours will be required to complete 24 months’ service before advancement.

1.3.3 Completion of Additional Qualifications Early Childhood Educators

a) Upon completion of a relevant AQF Certificate II, an Early Childhood Educator at Grade 1 will progress automatically to subgrade 1A.1 of Grade 1A.

b) Upon completion of a relevant AQF Certificate III, an Early Childhood Educator at Grade 1 or Grade 1A will progress automatically to the equivalent subgrade in Grade 2.

c) Upon completion of a Diploma in children’s services, an Early Childhood Educator at Grade 2 will progress automatically to subgrade 3.1 of Grade 3, or, where the an Early Childhood Educator t was at subgrade 2.6, will progress to subgrade 3.2 of Grade 3.

d) Progression beyond Grade 3 is not automatic and will only occur upon reclassification of the employee’s role

1.4 Commencement arrangements School Assistants

1.4.1 Upon commencement

(a) A School Assistant will be classified according to the classification of the position and years of experience.

(b) A School Assistant employed in a position that is not included in the classification structure is entitled to be classified at Grade 1, as a minimum.

1.4.2 Incremental advancement School Assistants

a) Advancement to the next increment within the Grade will take place on the anniversary of the School Assistant’s first appointment or in the case of non-continuous service, after the equivalent of a School Year.

b) A School Assistant employed for 50 per cent or less of a full-time working hours will be required to complete 24 months’ service before advancement

c) Progression beyond Grade 3 is not automatic and will only occur upon reclassification of the employee’s role
SCHEDULE 2 – RATES OF PAY

2.1 A full-time adult Employee in receipt of four weeks' annual leave will be paid not less than the following rates of pay from the first full pay period commencing on or after 1 February of each year according to the classification of the position and years of experience. Positions will be classified in accordance with Schedule 1 – Classification Structure to this Agreement.

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<th>2017</th>
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SCHEDULE 3 ALLOWANCES FOR HEBREW LANGUAGE PROGRAM

A full-time Early Childhood Educator who is required by the Employer to deliver the Hebrew language program in the Preschool Program will be paid not less than the following annual allowances for providing instruction to one, two or three groups.

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<th>Hebrew Allowance</th>
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<th>2016 2.8% Rise</th>
<th>2017 2.8% Rise</th>
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