DECISION

*Fair Work Act 2009*

s.185—Enterprise agreement

**Bialik College (Nominees) Pty Ltd T/A Bialik College**

(AG2017/4060)

**BIALIK COLLEGE AGREEMENT 2017 - 2020**

Educational services

COMMISSIONER LEE

MELBOURNE, 30 NOVEMBER 2017

Application for approval of the Bialik College Agreement 2017 - 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Bialik College Agreement 2017 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Bialik College (Nominees) Pty Ltd T/A Bialik College. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] 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.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 December 2017. The nominal expiry date of the Agreement is 30 September 2020.

COMMISSIONER

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<Price code G, AE426310 PR598247>
Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2017/4060

Applicant:
Bialik College

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Sophie Lukeis, Human Resources Manager for Bialik College give the following undertakings with respect to the Bialik College Enterprise Agreement 2017-2020 ("the Agreement"): 

1. I have the authority given to me by Bialik College to provide this undertaking in relation to the application before the Fair Work Commission.

2. Regarding Clause 18.2 of the Agreement the College confirms that if an employee takes paid annual leave and this period of leave includes a public holiday, the employee is not taken to be on paid annual leave on the public holiday.

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

Date

30/11/17
PART 1: APPLICATION AND OPERATION OF AGREEMENT

1. TITLE
This Agreement is to be known as the Bialik College Agreement 2017-2020 ("Agreement") and is an Enterprise Agreement made pursuant to the Fair Work Act 2009 (Cth).

2. ARRANGEMENT
This Agreement is arranged as follows.

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<th>Part No.</th>
<th>Clause No.</th>
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<tr>
<th>Clause Title</th>
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<td>Notice of Termination – Teachers</td>
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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.
<table>
<thead>
<tr>
<th>Schedule Title</th>
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<td>Classification Structure (School Assistants)</td>
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<td>Salaries (School Assistants with School Holidays)</td>
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<td>Classification Structure (Hebrew / Jewish Studies Kinder Learning Support Assistants)</td>
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</tr>
<tr>
<td>Salaries (Hebrew / Jewish Studies Kinder Learning Support Assistants with School Holidays)</td>
<td>3B</td>
</tr>
</tbody>
</table>
3. COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 This Agreement will come into effect seven days from the date on which Fair Work Australia approves the Agreement.

3.2 The nominal expiry date of the Agreement is 30 September 2020.

4. COVERAGE OF AGREEMENT

4.1 This Agreement covers:

i. Bialik College;

ii. Teachers, including Permission to Teach Teachers;

iii. School Assistants; and

iv. Independent Education Union of Australia.

4.2 Part 1 and Part 2 of this Agreement apply to all Employees covered by the Agreement. Parts 3 and 4 of this Agreement apply to Employees as specified.

5. RELATIONSHIP TO AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS

For the period that this Agreement is in operation, the Award has no application. This Agreement operates to the exclusion of any previous collective, certified or registered agreement.

The NES contained in the FW Act underpin this Agreement. Nothing in this Agreement displaces the NES.

6. DEFINITIONS

<table>
<thead>
<tr>
<th>Award</th>
<th>Means the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>* Educational Services (Teachers) Award 2010; and</td>
</tr>
<tr>
<td></td>
<td>* Educational Services (Schools) General Staff Award 2010 or their successor Awards.</td>
</tr>
<tr>
<td>Casual Employee</td>
<td>Means an Employee employed pursuant to clause 10.4 of this Agreement</td>
</tr>
<tr>
<td>College</td>
<td>Means the Bialik College (Nominees) Pty Ltd (ABN 27 004 987 062), Bialik College (Jewish School) Pty Ltd (ABN 46 004 651 681) and Bialik College Limited (ABN 93 612 235 864)</td>
</tr>
<tr>
<td>Continuous service</td>
<td>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), school holidays, long service leave, examination leave and qualification conferral leave being received by the Employee. Periods of unpaid leave are not included, except at the discretion of the College</td>
</tr>
<tr>
<td>Employee</td>
<td>Means an employee of the College who is covered by this Agreement</td>
</tr>
<tr>
<td>Experience</td>
<td>Means experience of teaching after achieving the qualifications necessary for registration as a Teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment</td>
</tr>
<tr>
<td>Fixed Term Employee</td>
<td>Means an Employee employed pursuant to clause 10.3 of this Agreement</td>
</tr>
<tr>
<td>Full-Time Employee</td>
<td>Means an Employee employed pursuant to clause 10.1 of this Agreement</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>FWC</td>
<td>Means Fair Work Commission</td>
</tr>
<tr>
<td>FW Act</td>
<td>Means the <em>Fair Work Act 2009</em> (Cth), as amended from time to time</td>
</tr>
<tr>
<td>Immediate Family</td>
<td>Means:</td>
</tr>
<tr>
<td></td>
<td>• spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee (whether or not the Employee and the de facto spouse are the same or different sex); and</td>
</tr>
<tr>
<td></td>
<td>• 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>NES</td>
<td>Means the National Employment Standards as contained in Chapter 2, Part 2-2 of the FW Act</td>
</tr>
<tr>
<td>Part-Time Employee</td>
<td>Means an Employee employed pursuant to clause 10.2 of this Agreement</td>
</tr>
<tr>
<td>Permission to Teach</td>
<td>Means a person who is granted Permission to Teach by the Victorian Institute of Teaching</td>
</tr>
<tr>
<td>Principal</td>
<td>Means Principal of Bialik College or his or her nominee or delegate.</td>
</tr>
<tr>
<td>School</td>
<td>Means Bialik College (Nominees) Pty Ltd (ABN 27 004 987 062), Bialik College (Jewish School) Pty Ltd (ABN 46 004 651 681) and Bialik College Limited (ABN 93 612 235 864)</td>
</tr>
<tr>
<td>School Assistant</td>
<td>Means a person who is ancillary to the process of teaching and includes kindergarten assistants, school counsellors, school nurse, guidance officers, curriculum advisers, audiovisual technician, audiovisual coordinators, laboratory technicians, laboratory managers, library technician, librarians, special education personnel, ethnic community and multicultural advisors, integration aides, school marshals, community information officers, computer and mathematics laboratory assistants, extension education coordinators and teacher aides.</td>
</tr>
<tr>
<td>School Holidays</td>
<td>Means a period of holidays as determined by the School and announced prior to the commencement of a new School Year. School Holidays will not be less than those mandated by the Victorian government for Victorian government schools. This period is inclusive of annual leave.</td>
</tr>
<tr>
<td>School Year</td>
<td>Means the twelve months from the commencement of the first working day following Australia Day in a year to the commencement of the first working day following Australia Day of the following year</td>
</tr>
<tr>
<td>Teacher</td>
<td>Means a person who holds Full, Provisional or Permission to Teach Registration granted by the Victorian Institute of Teaching. This definition includes a qualified Teacher Librarian and a person employed as an Early Childhood Teacher but does not include a person employed as a Principal or Deputy by whatever name called.</td>
</tr>
<tr>
<td>Medical Practitioner</td>
<td>Means a Registered Health Practitioner as defined by the Australian Health Practitioner Regulation Agency.</td>
</tr>
</tbody>
</table>
7. STATEMENT OF PHILOSOPHY OF THE COLLEGE

Bialik College is a Jewish school which aims to develop in its students an awareness of their Jewish identity and a love and respect for their Jewish heritage and traditions. Bialik College emphasises the centrality of Israel in Jewish life, while at the same time encouraging its students to take a responsible and active role as citizens of Australia. The focus of the school is directed towards the well-being and development of each student in its care.

Education is the process of developing the intellectual, social and emotional capacities of each individual. It is a life-long process in which the school plays a vital role.

There are a number of participants in this process. These include students, parents and teachers, and it is only through the concerted efforts of all participants that the best outcomes will be achieved.

This means that the relationship between the College and professional staff must be characterised by a continued willingness to communicate with each other in an open and honest manner.

As such the College recognises its responsibilities to Employees by seeking to provide:

- A safe, professional and harmonious environment that values the contributions of Teachers and other Employees.
- Ongoing, secure employment, and equitable terms and conditions of employment.
- Opportunities for continuous learning and individual development.
- The resources necessary to carry out their responsibilities. In turn the College expects its Employees to:
  - Demonstrate by their behaviour a true commitment to the College, its mission, vision, values and educational objectives.
  - Demonstrate a genuine concern for their colleagues and students by creating a harmonious, enriching and encouraging environment.
  - Maintain and update their professional, instructional and communication skills.
  - Participate willingly in a range of activities that support and enhance the educational objectives of the College.

Our Mission

Bialik College is a cross-communal Jewish Zionist school, embracing an inclusive approach to Judaism. We are committed to the pursuit of excellence in an enriching, innovative and nurturing environment. We are dedicated to empowering our students with the knowledge, skills, dispositions and values necessary to achieve their potential and to contribute meaningfully to the Jewish, Australian and global communities.

Vision

Lifelong Learning
We instil a lifelong love of learning among students and staff. We are inquiring learners who think critically and communicate effectively. Our students excel within a holistic curriculum to achieve their unique intellectual, creative, physical, emotional and social potential.

Inclusive Judaism
We are a cross-communal Jewish school that develops a meaningful connection to the Jewish people, culture and traditions. We encourage a strong Jewish identity and enable our students to make informed choices about their Jewish practice.

Centrality of Israel
We are a Zionist school that inculcates a love of Israel. We recognise the centrality of Israel and Hebrew to the Jewish people. We support Israel and are committed to its wellbeing.

Communal Responsibility
We engage in tikun olam (repairing the world) and contribute to the Jewish and broader community through gemilut chasadim (acts of kindness). Our students are active and responsible citizens who embrace their Jewish and Australian heritage.

Respect and Relationships
We are a community that embodies the principles of derech eretz (good moral character). We impart the values of respect, empathy, integrity, perseverance and responsibility. We focus on the worth of all and
celebrate diverse views and characteristics.

Values

Respect
Respect involves recognition of another’s worth and dignity. It means acting with consideration and appreciation of people, places and ideas. Self-respect is behaving in a manner that honours the best in oneself, one’s family and one’s community.

Integrity
Integrity denotes living in such a manner that behaviour is consistent with principles and beliefs. Conducting oneself with integrity is to be honest, genuine and reliable. It is based on being truthful with regard to the motivations for one’s actions.

Perseverance
Perseverance is the ability to show commitment, patience and determination when seeking to fulfil goals. It involves maintaining a clear direction despite challenges, and is related to the quality of courage in that both are needed to confront and overcome difficulties.

Empathy
The ability to feel the emotions of another person, empathy underlies caring and compassionate relationships. To behave with empathy is to identify sincerely with another’s feelings and to put oneself emotionally in his or her place.

Responsibility
To demonstrate responsibility is to be answerable and accountable for one’s actions and inactions. Integral to responsibility is an awareness of one’s obligations and a willingness to fulfil them, generated from within. It is being able to make amends, instead of excuses.

8. DISPUTE RESOLUTION PROCEDURE

8.1 Any grievance, issue or dispute which arises between an Employee and the College, including disputes about this Agreement or about the NES, will be processed in the following manner:

i. the matter will first be discussed between the Employee and his/her immediate supervisor;

ii. if the matter is not resolved, the Employee will discuss it with the appropriate next-up level of management in the College, (e.g Head of Department). The dispute will normally be raised with the Head of School or Assistant Principal or Vice Principal prior to being escalated to the Principal;

iii. if the matter is still not resolved, it will be discussed formally with the Principal. At and from this stage in the process, either party may be represented by an appropriate third party, (e.g. internal staff representative, union official, or advocate);

iv. if the matter remains unresolved, either party may refer it to FWC for conciliation and if necessary, arbitration.

8.2 Although the College promotes resolving disputes and disagreements informally, in relation to steps (i) and (ii) above, parties may be represented by an appropriate third party, (e.g. Internal staff representative, union official, legal representative or advocate) should there be a disagreement or dispute about the interpretation of the Agreement.

8.3 The parties agree that they will always use their best endeavours to resolve issues and disputes promptly through constructive discussion, and wherever possible without the involvement of external parties.

8.4 During any dispute or during the resolution of any issue the parties agree that while this process is in operation the conduct of teaching, other duties and other work will continue uninterrupted and as required by the College.

8.5 The arrangements referred to in this clause will be without prejudice to the position of either the Employee or the College and will not in any way interfere with the prerogative of either party to seek advice at any stage (e.g., from a union, a solicitor, paid agent), or to refer any matter or dispute to FWC in accordance with the provisions of the FW Act.
9. **SALARIES, SALARY INCREASES & RELATED MATTERS**

9.1 Salaries and allowances prescribed in this Agreement are effective from 1st April 2017. Salaries effective from the first full pay period to commence on or after 1st April 2017 are set out in the Schedule 1 to 3 of this Agreement.

9.2 Salaries for Teachers over the life of the Agreement will be adjusted so that salary levels are retained at four percent (4%) above rates of pay for secondary and primary teachers pursuant to the current Victorian Government Schools Enterprise Agreement(s), at each equivalent classification level.

9.3 Salaries for Assistants over the life of the Agreement are to be adjusted so that salary levels are retained at four percent (4%) above rates of pay for Assistants pursuant to the current Victorian Government Schools Enterprise Agreement(s), at each equivalent classification level.

When increases occur, a comparable percentage increase will be applied to the salaries of the relevant (equivalent) Employees who are within the scope of this Agreement as shown in Schedule 2B(1).

9.4 Salaries for Kindergarten Hebrew and Jewish Studies Assistants over the life of the Agreement are to be adjusted so that salary levels are retained at four percent (4%) above rates of pay for Kindergarten Hebrew and Jewish Studies Assistants pursuant to the current Victorian Government Schools Enterprise Agreement(s), at each equivalent classification level.

When increases occur, a comparable percentage increase will be applied to the salaries of the relevant (equivalent) Employees who are within the scope of this Agreement as shown in Schedule 2B(2).

9.5 Annual allowances for positions of additional responsibility, that is, Subject Masters and Heads of Department for the period of this Agreement are also set out in Schedule 1B.

9.6 Kindergarten Teachers are to receive salary level parity with Primary and Secondary Teachers.

10. **MODES OF EMPLOYMENT**

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

10.1 **Full-Time Employees**

10.1.1 The College may engage an Employee on a full-time basis in accordance with this Agreement.

10.2 **Part-Time Employees**

10.2.1 The College may employ an Employee on a part-time basis in accordance with this Agreement.

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

10.2.3 A Part-Time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full-Time Employee and is entitled to all entitlements on a pro rata basis on the specified hours in clause 10.2.2. The pro rata annual salary is calculated on the full-time teacher contact hours outlined in clause 41 (i.e. 18.0 hours per week for secondary teachers, 22.5 hours per week for primary teachers and 26.25 hours for kindergarten teachers) and on the full-time hours of work for School and Kindergarten assistants outlined in clause 44.

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

10.2.5 The College will endeavour to accommodate preferred working time arrangements for Part-Time
Employees. Part-Time Employees' preferences cannot be guaranteed and the needs of the College have priority.

10.3 Fixed Term Employee

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

(a) to replace one or more Employees who are on leave;
(b) to undertake a specified project for which funding has been made available;
(c) to undertake a specified task which has a limited period of operation;
(d) 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.

10.3.2 A Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis where the Employee is employed part-time or where the Employee has been employed for a period of less than 12 months, other than as specified in clauses 10.3.4 and 10.3.5 hereof.

10.3.3 Before employing a Fixed Term Employee, the College will inform the Fixed Term Employee of:

(a) the reason for the fixed nature of the employment;
(b) the date of commencement of the employment;
(c) the benefits which are applicable under this Agreement; and
(d) the rights of any Employee being replaced.

10.3.4 The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 36, 49 and 53.

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

(a) notice of termination at the conclusion of a contract (where the date of cessation of employment is stated at the time of appointment)
(b) redundancy;
(c) staff school fee discount

10.4 Casual Employee

10.4.1 The College may employ an Employee as a Casual Employee in accordance with this Agreement.

10.4.2 A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the Employer's requirements without the requirement of prior notice by the College or the Employee but does not include an Employee who could properly be classified as an Employee under clause 10.1 and 10.2.

10.4.3 A Casual Employee is entitled to the rate of pay specified in Schedule 1A for a Casual Teacher, Schedule 2B for a Casual School Assistant. This rate of pay includes a loading in lieu of paid leave entitlements.

10.4.4 The College will engage a Casual Teacher, for a full day or a half day. This may be varied to an hourly rate, by agreement of the Employee and the College.

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

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- school holidays
- non-attendance time
- leave loading
- public holidays
- paid personal leave
• paid compassionate leave
• accident make-up pay
• staff school fee discount

10.4.6 A Casual Employee is entitled to unpaid carer’s leave, unpaid compassionate leave, unpaid parental leave and long service leave, where eligible.

10.4.7 The College must not employ a Casual Teacher in such a capacity for more than fifteen consecutive school days.

10.4.8 The College must not employ a Casual School Assistant, for longer than two concurrent school terms on relieving work or to complete a fixed project, or for less than 35 hours per week or an average thereof per fortnight or month on work of an ongoing nature.

This clause does not apply to Integration Aides who may be employed as Casual Employees for up to one year.

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

11. REMUNERATION PACKAGING

11.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the College, the College is prepared to offer the Employee the opportunity to receive part of the Employee’s remuneration in the form of non-cash benefits (subject to agreement of the proposed benefit), consistent with legislation and Australian Taxation Office rulings.

11.2 Any arrangement between the College 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.

12. SUPERANNUATION

12.1 The College will make contributions to an eligible choice superannuation fund (complying fund) on behalf of Employees in accordance with the provisions of the Superannuation Guarantee (Administration) Act 1992 (Cth).

12.2 The College will make contributions to an eligible choice superannuation fund on behalf of Employees. New Employees will be provided with the relevant forms to enable them to elect to have Superannuation contributions made into a fund of their choice. The College will consult with staff about a suitable MySuper compliant fund to be the default fund if employees do not make a choice.

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

12.4 An Employee may make additional voluntary contributions to an eligible choice superannuation fund on a “salary sacrifice” basis.

13. PAYMENT ARRANGEMENTS

Salary (after tax and any authorised deductions) will be paid fortnightly, or monthly by agreement, by electronic funds transfer to the Employee’s nominated bank account or financial institution account, provided that such financial institution is capable of receiving salary deposits.

14. PERSONAL LEAVE – SICK LEAVE AND CARER’S LEAVE

14.1 Personal leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.

14.2 Entitlement
14.2.1 An Employee is entitled to a paid personal leave entitlement, which comprises both sick and carer's leave.

14.2.2 Employees covered by this agreement are entitled to 15 days per year of service. A Part-Time employee covered by this agreement is entitled to paid personal leave on a pro rata basis.

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

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

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

An Employee may elect, with the consent of the College, to take further unpaid leave for the purpose of providing care to a family or household member who is ill.

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

14.2.7 Amount of paid personal leave

The amount of personal leave a full time employee may take as sick leave, depends upon how long the employee has worked for the College and accrues as follows:

- in the first year of service; six days during the first term worked and thereafter three days at the commencement of each subsequent school term; and
- in the second and subsequent year of service, 15 days at the commencement of that year.

14.2.8 An Employee must notify the College 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 Employee is suffering either a personal illness or injury or an unexpected emergency.

14.2.9 An Employee is entitled to personal or carer's leave provided that:

- the Employee produces a medical certificate from a registered medical practitioner or statutory declaration to the College for any absence of more than two consecutive days;
- the Employee provides a medical certificate from a registered medical practitioner or statutory declaration to the College for any absence contiguous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- the Employee produces a medical certificate from a registered medical practitioner or a statutory declaration to the College where the number 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.

15. COMPASSIONATE LEAVE

15.1 Compassionate leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.

15.2 Entitlement

15.2.1 An Employee may take 3 days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
15.2.2 In addition to the entitlement in 15.2.1, an Employee is entitled to use up to two days of the Employee's accrued personal leave entitlement on each occasion when a member of the Employee's immediate family or household dies or develops a personal injury or illness that poses a serious threat to life.

15.2.3 Leave as outlined in 15.2.1 and 15.2.2 may be taken in a single unbroken period or in separate periods of one day each or as agreed by the College and the Employee.

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

16. INFECTIOUS DISEASES LEAVE

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

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

17. FAMILY AND DOMESTIC VIOLENCE LEAVE

17.1 The College accepts the definition of Family violence as stipulated in the Family Violence Protection Act 2008 (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

17.2 A full time employee is entitled to 5 days per year of paid family and domestic violence leave for the purpose of attending to activities related to the experience of being subjected to family and domestic violence. Such activities may include (but are not limited to):
   • Attending legal proceedings, counselling, appointments with medical, financial or legal professionals; and/or
   • Relocation or making other safety arrangements

17.3 A part-time employee is entitled to paid leave under clause 17.2 in accordance with the employee's time fraction.

17.4 An employee's paid yearly entitlement to family and domestic violence leave:
   • Becomes available in full, on and from the first day of each year of employment; and
   • Is payable at the employee's ordinary rate
   • Does not accrue from year to year; and
   • Is not payable on termination of employment.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a half day, or as a fraction of a day.

17.5 The employee shall give notice to the Principal or the Principal's delegate as soon as reasonably practicable of their request to take family and domestic violence leave.

17.6 If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clauses 17.1 and 17.2

17.7 If required, such evidence may include a medical certificate or a document issued by the Police Service, a Court, a Doctor, a nurse, a Family Violence Support Service or Lawyer. A signed
statutory declaration can also be offered as evidence.

17.8 All personal information concerning family violence will be kept confidential in line with any relevant policy as amended from time to time and relevant legislation, except where disclosure is required by law or to prevent a serious threat to life, health and safety of any individual. No information will be kept on an employee’s personnel file without their express written permission. The employer may place a note on the employee’s file confirming:

- The dates that family violence leave was taken; and
- That documentary evidence was sighted by the employer.

17.9 As part of the support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the College will consider reasonable requests from an employee experiencing family violence for flexible working arrangements. Such requests can be refused by the College on reasonable business grounds.

17.10 Any policy referred to in this clause is not incorporated into this Agreement.

18. PUBLIC HOLIDAYS

18.1 Public holidays are provided for in the NES and those gazetted by the Victorian State Government.

18.2 Public holidays that occur during a period of leave taken by Employees in accordance with clauses 52 and 47 do not create an additional entitlement.

18.3 By agreement between the College and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the days specified in clause 18.1 (for example for Jewish Holy days).

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

18.5 An agreement made in accordance with 18.3 or 18.4 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the College.

19. PARENTAL LEAVE

19.1 Parental leave is as provided for in the NES, except where this Agreement provides more favourable terms and conditions. Unpaid parental leave is in accordance with the most recent NES, current at the time of the signing of this EBA but subject to legislative change.

19.2 Application

19.2.1 Parental leave under the NES applies to an Employee, other than a Casual Employee who is not an eligible casual employee.

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

   (a) the Employee or the Employee’s spouse is pregnant; or
   (b) the Employee is or has been immediately absent on parental leave.

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

19.3 Definitions

The following definitions apply for the purposes of this clause:

(a) child is defined by the NES.

(b) an eligible casual employee means a Casual Employee:

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

   ii. who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
19.4 Basic entitlement

19.4.1 An Employee, upon the completion of 12 months of continuous service with the Employer or who is an eligible casual employee, is entitled to up to 12 months' parental leave in relation to the birth or adoption of a child. This entitlement equates to:

(a) up to 52 weeks of birth-related or adoption-related leave to be responsible for the care of the child; or
(b) up to eight weeks of concurrent leave, which may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks. Unless the Employer agrees, concurrent leave must not start before the date of birth of the child or the day of placement of the child.

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

19.4.3 An Employee, who has taken less than the available leave period of 12 months under s.75 of the NES, may extend the period of unpaid parental leave to 12 months by giving the Employer written notice of the extension at least 14 days before the end date of the original leave period. The notice must specify the new end date for the leave. The Employee is not entitled under s.75 of the NES to extend the period of unpaid parental leave beyond the Employee’s available parental leave period. However, the Employer and the Employee may agree on a further extension.

19.5 Payment of Parental Leave

19.5.1 Where an Employee, other than a Casual Employee (including an eligible casual employee), is granted birth-related or adoption-related leave to be responsible for the care of the child in accordance with this Agreement, the Employee will be paid at their ordinary weekly rate for up to 15 weeks. The paid portion of leave will accrue long service leave and personal leave but will not accrue school holidays or annual leave.

19.6 Right to request

19.6.1 Additional Parental Leave

(a) Subject to clause 19.6.2(b) an Employee entitled to parental leave pursuant to this clause may request the Employer to allow the Employee to extend the period of parental leave available under clause 19.4, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities

(b) An application under clause 19.6.2 (a) must be in writing and may be made at any time from the time of the application for the period of long parental leave but must be made not less than four (4) weeks prior to the date upon which the Employee is due to return to work from parental leave.

(c) The leave available under clause 19.6.2 (a) is in lieu of the leave available under section 76 of the NES.

19.6.2 Part Time Work

(a) Subject to clause 19.6.3(b) an Employee entitled to parental leave pursuant to the provisions of this clause may request the Employer to allow the Employee to return from a...
period of parental leave on a part-time basis until the age a child is required to attend school to assist the Employee in reconciling work and parental responsibilities. The request from the Employee should detail the part-time fraction and the reasonable spread of hours sought.

(b) An application pursuant to clause 19.6.3(a) must be made as soon as possible but no less than three weeks prior to the date upon which the Employee is due to return to work from parental leave.

19.6.3 Request to be considered

(a) The Employer shall consider any request made pursuant to clauses 19.6.1, or 19.6.2 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. Reasonable business grounds are set in s.65(5A) of the NES. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. With regards to clause 19.6.1, the College will not refuse a request by an Employee for a reasonable opportunity to discuss the extension request.

19.6.2 An Employee’s request and the Employer’s decision made pursuant to clauses 19.6.1 or must be recorded in writing.

19.7 Communication during parental leave

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

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

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

19.7.2 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer’s capacity to comply with clause 19.7.1.

19.8 Pregnant employee commencing parental leave within 6 weeks before the birth

Subject to section 73 of the NES, and unless agreed otherwise between the Employer and the Employee, a pregnant Employee may commence birth-related leave at any time within the six weeks immediately prior to the expected date of birth.

19.9 Unpaid special maternity leave

19.9.1 Unpaid special maternity leave is provided in accordance with section 80 of the NES.

19.9.2 Where an Employee not then on birth-related leave suffers illness related to her pregnancy, she may take any paid personal/carer’s leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

19.9.3 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled.

19.10 Unpaid pre-adoption leave

Under s.85 of the NES, an Employee is entitled to unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the Employee’s adoption of a child. The Employee and the Employer should agree on the length of unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days’ unpaid leave.

19.10.1 An Employee may take:

(a) concurrent adoption leave to which he or she is permitted at any time from the day of
placement of the child, and/or
(b) adoption-related leave to be responsible for the care of the child to which he or she is entitled at any time within 12 months after the day of placement.

19.11 Returning to work after a period of parental leave

19.11.1 For the purpose of s.84 of the NES, position includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects. A part-time teacher will be entitled to the same time-fraction.

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

SECOND OR SUBSEQUENT PERIODS OF PAID PARENTAL LEAVE

19.12 In the event that an employee returns to work for less than 12 months before commencing a second or subsequent period of parental leave the employee will receive a pro-rated amount of paid leave, e.g. an employee returning for 6 months before commencing the next period of leave will receive 50% of the paid leave paid in two instalments of 4.5 weeks and 3 weeks.

20 LONG SERVICE LEAVE

20.1 An Employee is entitled to long service leave in accordance with the Long Service Leave Act 1992 (Vic.) (LSL Act) as amended from time to time. This clause provides more favorable terms than the LSL Act.

20.2 Long service leave entitlements due to an Employee for continuous employment with the College prior to 1 February 1995 are accrued in accordance with the relevant award or legislation which applied prior to that date. Long service leave balances as at 31 January 1995 will be carried forward.

20.3 Subject to clauses 20.4 and 20.5 hereof, long service leave accrued from 1 February 1995 will accrue at the rate of thirteen (13) weeks leave after ten (10) years continuous employment with the College. Thereafter an additional six and one half (6.5) weeks long service leave after the completion of each additional five (5) years continuous employment will accrue.

20.4 Subject to clauses 20.3 and 20.4 hereof, an Employee may take long service leave after the completion of seven (7) years' continuous employment with the College (ie. 9.1 weeks). Further long service leave may be taken after the completion of each subsequent five (5) years of continuous employment with the College (ie. 6.5 weeks).

An Employee may take his/her first period of long service leave when a total of nine (9) weeks' leave stands accumulated to the Employee's credit. The nine (9) weeks leave credit may be accumulated through the calculation of respective entitlements prior to and subsequent to 1 February 1995.

20.5 Employees should discuss with the College their intention to take long service leave as far in advance of taking leave as is practicable. The actual dates of the leave will be by agreement with the College and during one College term where the leave taken is less than the duration of a College term. Where the leave is greater than the duration of a College term, then the leave will be taken in one full term with the residual at the end of the preceding term or the commencement of the subsequent term.

20.6 The College will consider requests to take long service leave at twice the length for half the pay where the staff member is looking to exhaust their available balance. This may include a request for part of the long service leave at full pay, part at half pay. If this request is operationally viable and the College agrees to the arrangement, the leave at half pay will accrue 0.5 pro rata of service for the purpose of accrual of any other entitlements.

20.7 Accrued long service leave will be paid in lieu where an Employee’s employment is
terminated after seven (7) years of continuous employment for any reason other than for serious misconduct. The Employee will be entitled to an amount of long service leave as equals one fortieth (0.025) of the period of the Employee’s continuous employment.

20.8 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.

20.9 An Employee, whose time fraction has varied during service, will be paid at the proportionate rate, calculated by averaging the time fractions over the period of service.

### Service Prior to 1 February 1997

<table>
<thead>
<tr>
<th>Employment Arrangement</th>
<th>Entitlement to Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) where all service for the period of employment ending 31 January 1997 was part-time</td>
<td>salary is calculated using the average weekly hours over the last 12 months of actual service and multiplying the average weekly hours by the current hourly rate of pay</td>
</tr>
<tr>
<td>(b) where full-time employment falls last</td>
<td>• leave taken from the full-time credit will be paid at the current full-time salary, and&lt;br&gt;• leave taken from the part-time credit will be paid on the basis of a proportion of the current full-time salary having regard to the ratio of average weekly hours over the last 12 months of part-time employment</td>
</tr>
<tr>
<td>(c) where part-time employment falls last</td>
<td>• leave taken from the full-time credit will be paid at the salary applicable to the full-time equivalent of the present part-time employment category, and&lt;br&gt;• part-time credit will be paid on the basis of average weekly hours over the last 12 months of part-time employment</td>
</tr>
<tr>
<td>(d) where the Employee can show that the average weekly hours over the whole period of part-time employment were greater than the average weekly hours over the last 12 months of part-time employment</td>
<td>average weekly hours will be struck over the actual period of part-time employment</td>
</tr>
</tbody>
</table>

### Service Prior to 1 February 1997

<table>
<thead>
<tr>
<th>Employment Arrangement</th>
<th>Entitlement to Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Fraction has varied during service</td>
<td>Payment will be at the appropriate rate, calculated by averaging the time fractions over the period of service.</td>
</tr>
</tbody>
</table>

20.10 **Illness on Long Service Leave**

20.10.1 Subject to 20.11.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, may apply to the Principal for the period of illness or injury to be treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the College’s choice, provided the practitioner is reasonably accessible to the Employee.

20.10.2 The Employee’s application:

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

21 **LEAVE WITHOUT PAY**
An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. This provision expressly overrides the Long Service Leave Act 1992 (Vic).

22 ACCIDENT COMPENSATION AND ACCIDENT MAKE UP PAY

22.1 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 Workplace Injury Rehabilitation and Compensation Act 2013, the College 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 College.

22.2 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 Workplace Injury Rehabilitation and Compensation Act 2013, then:

22.2.1 The Employee does not accrue any of the following entitlements under this Agreement or under the FW Act (where relevant) for the duration of any such absence:
   i. annual leave; or
   ii. paid personal/carer's leave.

23 WITHHOLDING OF MONIES

23.1 Subject to clauses 47 and 51, in the event that an Employee does not provide the full notice required by the relevant clauses, the College is entitled to withhold from any monies owing to the Employee (including accrued statutory entitlements) 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.

23.2 For the avoidance of doubt, the College is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:
   i. unpaid salary or wages;
   ii. for School Assistants entitled to School Holidays pursuant to clause 51, a payment for School Holidays;
   iii. any entitlement to a pro rata payment for annual leave or long service on termination of employment (notwithstanding any inconsistent provision of the Long Service Leave Act 1992 (Vic)); and
   iv. any amounts owing to the Employee for an unpaid bonus or allowance.

24 REDUNDANCY

24.1 Redundancy procedures

24.1.1 Where the College has made a decision that a position will no longer exist or where the College wishes to make changes to its structure (and this is not due to ordinary and customary Employee turnover) and that decision may lead to termination of employment, the College will hold discussions with the Employee(s) directly affected as soon as practicable after the College has made such a decision.

24.1.2 Amongst other things, discussion with the affected Employee(s) should cover the reasons for the proposed terminations of employment, measures to be taken by the College to avoid or minimise the terminations and effects on Employees, and the arrangements to be put in place to process with the terminations.

24.1.3 In addition to the required period of notice or payment in lieu of notice prescribed in clauses 47 and 51, an Employee (other than a casual Employee) whose employment is terminated for reasons of redundancy, shall be entitled to the following amount of severance pay with respect to a continuous period of service with the College.

24.2 Severance pay
The following severance entitlements will apply instead of the scale provided for in the NES:
<table>
<thead>
<tr>
<th>Period of Continuous Employment</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>4 weeks salary</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks salary</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks salary</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks salary</td>
</tr>
<tr>
<td>5 years and over</td>
<td>2 weeks salary for each completed year of continuous service to a maximum of 26 weeks’ salary.</td>
</tr>
</tbody>
</table>

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

Periods of unpaid leave are not included, except at the discretion of the College.

**24.3 Leaving during notice**

An Employee, whose employment is terminated for reasons of redundancy, may resign their employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 24.2 had the Employee remained with the College until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice after the effective date of resignation.

**24.4 Alternative employment**

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

**24.5 Time off during notice period**

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

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

**25 ANNUAL LEAVE LOADING**

**25.1** An Employee who has served throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks’ leave.

**25.2** A Teacher and School Assistant (in receipt of all School Holidays) who is employed for part only of a School Year is entitled to be paid leave loading as follows:

\[
17.5\% \text{ of number of working weeks} \times 4 \times \text{Annual rate of pay} \times 52.18
\]

Number of School Term weeks

**25.3** A School Assistant (in receipt of 4 weeks’ annual leave) is entitled to leave loading as assessed as following:

\[
17.5\% \text{ of number of working weeks} \times 48 \times \text{times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.}
\]
25.4 An Employee who ceases employment with the College prior to the commencement of third term in not entitled to leave loading from the College.

25.5 The College may pay leave loading to the Employee with the first salary payment in December of that year at the rate of pay applicable on 1 December or to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

25.6 Where the College elects to pay leave loading with each salary payment throughout the School Year, the College will advise the Employee in writing.

26 STAFF DISCOUNTS

26.1 Eligible Employees are staff with children in Kinder 3 to Year 12 who are working more than 50% of full-time.

26.2 Eligible employees are entitled to a discount of twenty five percent (25%) of tuition fees for students who are their children. For children who commence at Bialik College after the approval of this agreement, the discount applies after the Government rebates. The discount is also subject to exclusions prescribed elsewhere in this Agreement.

26.3 Part-time employees who are employed after the date this Agreement commences operation and who are working more than 50% of full-time will be entitled to a pro-rata fee discount to be calculated by multiplying the employee’s time fraction by the 25% discount. For example, and employee working a 0.6 time fraction will be entitled to a 15% discount.

26.4 In the event there is a change to the Fringe Benefits Tax Assessment Act 1986 (or other applicable legislation after the date of approval of this agreement), which results in the College incurring increased or additional FBT liability in relation to the Fee Discount arrangement, such additional cost will be borne by the Employee.

27 CAMP ALLOWANCE AND TIME IN LIEU

27.1 Where the College requires a teacher to attend a school camp, the College will pay the teacher $75 per day of attendance. For camps of 4 nights or more, the Teacher is entitled to choose between the camp allowance or a day off work in lieu. The day in lieu will be taken at a time to be agreed between the College and the staff member. This clause does not apply to overseas trips.

27.2 It is the College’s expectation that all teachers will be available to attend at least one school camp every two years.

28 FIRST AID ALLOWANCE

Where the College requires and appoints an Employee to hold the position of First Aid Officer (Cert III First Aid Certificate) as part of the Employee’s duties, the College will pay the Employee an ongoing fortnightly allowance of $50. The College will pay for and provide access to the required training, and will draw up a general duty roster of the Employees holding the position.

29 MEAL ALLOWANCE

The College will supply an Employee with a meal or will provide a monetary allowance of $20 should the College require an Employee to remain at school continuously until after 6 p.m. on any day.

30 CAR ALLOWANCE

An employee required by the employer to use the employee’s motor vehicle in the performance of duties will be reimbursed the relevant ATO private motoring rates. Approval is to be obtained before using the personal vehicle for College purposes.

31 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.

32 PROTECTIVE CLOTHING

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

33 JURY SERVICE LEAVE AND COMMUNITY SERVICES LEAVE

33.1 Jury service leave

33.1.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at Court is required.

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

33.1.3 An Employee must provide the College with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

33.1.4 The Employee must inform the College immediately of any change to the known period of absence and provide the College with written proof of the payments made by the Court Authorities with respect to jury service.

33.1.5 Subject to 33.1.1 to 33.1.4 of this clause, the College will continue to pay the employee their normal salary and the Employee granted leave pursuant to 33.1.1 will reimburse the College the Juror's fee paid by the Court.

33.2 Community Services Leave

33.2.1 Employees, including casual employees, are entitled to be absent from work for the purpose of performing certain community service activities such as a 'voluntary emergency management activity'

33.2.2 Community Service Leave is unpaid.

33.2.3 Community Services Leave will be provided in accordance with the NES.

34 EXAMINATION LEAVE

An Employee will need to seek approval by the Principal in advance to be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

35 QUALIFICATION CONFERRAL LEAVE

An Employee will need to seek approval by the Principal in advance to 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.

36 CONTRACT OF EMPLOYMENT

36.1 Letter of Appointment

36.1.1 Upon engagement, each Employee will be issued with a Letter of Employment by the Principal or his/her delegate.

36.1.2 The employment of each Employee will be subject to probationary period of 6 months.

36.1.3 During the period of probationary employment, an employee may terminate his/her employment with the College by giving not less than four (4) weeks' notice in writing.

36.1.4 Subject to an appraisal of performance during the initial period of employment, and an assessment of the Employee's potential to perform the duties required, the Principal or his/her delegate may at
his/her absolute discretion, confirm the Employee’s employment or terminate the Employee’s employment during the course of or at the conclusion of the probationary period of employment by giving not less than 4 weeks’ notice in writing in either case or full payment in lieu of notice. For staff who are 45 years of age or more at the date of termination, an additional week or payment in lieu of notice will apply.

36.1.5 During the period of probation the Principal or his/her delegate may meet formally with the Employee at least twice in each College term. At each of these meetings, the Employee will be given feedback on his/her performance and will be informed of any concerns about his/her performance. The concerns are to be specifically stated, suggestions made to the Employee about ways to improve his/her performance and the requirements for continuing employment clearly set out.

Such feedback and any concerns about performance are to be communicated to the Employee in writing. At meetings subsequent to any concerns being raised about performance, the Employee is to be kept informed of his/her progress or lack of progress in rectifying his/her performance.

Provided that employment has not been terminated earlier in accordance with the provisions of this Agreement, the Principal is to inform the Employee by the end of his/her six months of employment whether or not the Employee will be offered continuing employment at the end of the probationary period.

36.1.6 Subsequent to the period of probationary employment, an Employee may terminate his/her employment with the College by giving not less than four (4) weeks’ notice in writing.

37 PERFORMANCE AND CONDUCT MANAGEMENT

This clause will not apply within the probationary period, to a casual employee or to a fixed term employee at the end of their contract period.

35.1 The employee shall, at all stages of this process have the right to be accompanied by a representative or support person nominated by the employee. The role of this person is to support and advise the employee, ensure natural justice is afforded, assist the employee to articulate their responses and participate as appropriate. The lack of availability of a particular representative or support person will not unreasonably delay or postpone scheduled meetings.

37.1 Performance Management

Where the College considers an employee’s performance is unsatisfactory and may lead to termination, the College will apply the following procedure in the management of that unsatisfactory performance. Prior to this formal process the College may have an informal discussion of performance improvement and professional development will normally apply.

37.1.2 The Principal or his/her delegate will formally advise the Employee in writing of:

- the time, date and place of the first formal meeting to discuss the Employee’s performance;
- the Employee’s right to be represented at all meetings scheduled to discuss the performance issue and
- the option of the College terminating the employment should the procedure not resolve the College’s concerns.

37.1.3 Formal performance management meetings will:

- include discussion of the College’s concerns with performance;
- give the Employee an opportunity to respond to these concerns;
- include discussion of any professional development needs, counselling or assistance, where appropriate to be made available to the Employee;
- include documentation, where appropriate;
- set the expected performance standards to be met, and
set reasonable period/s of review against these performance standards and the timeline for any further proposed meetings to review progress against performance standards.

37.1.4 At the end of the process the Principal's (and/or his/her delegate) decision may be that

- the employee has satisfactorily addressed the performance concerns and the process is complete;
- the employee has not satisfactorily addressed the concerns and the review period continues;
- the process is complete, the employee has failed to satisfactorily address the performance concerns and the employment is to be terminated.

37.1.5 If, after following the procedure and period/s of performance review in this clause, the Principal's decision (or his/her delegate) is to terminate the employee's employment, the College will give the required period of notice of termination or payment in lieu of notice.

37.2 Conduct Management

Where the Employer considers that an Employee's conduct is inappropriate or unacceptable and may lead to termination, the College will apply the following procedure.

37.2.1 The College will advise the Employee in writing of:

- the time, date and place of the meeting to discuss the Employee's conduct;
- the Employer's concerns with the Employee's conduct;
- the Employer's right to take disciplinary action that may include formal warning/s of termination of employment depending on the severity of the conduct; and
- the Employee's right to be represented at any meeting scheduled to discuss the Employee's conduct. The formal conduct management meeting(s) will:
  - include discussion of the Employer's concerns with the Employee's conduct;
  - give the Employee an opportunity to respond to the claims and concerns.
  - the Employer reserves the right to make a determination on the facts presented to it should the Employee fail to attend the formal conduct management meeting after reasonable notice has been provided.

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

- issuing the Employee with a first warning or a final warning in writing;
- summary dismissal, where the Employer believes that the Employee is guilty of serious misconduct;
- no action or warning; or
- any other action appropriate to the situation.

37.3 Summary Dismissal

In addition, the College has the right at any time to terminate the employment of an Employee without notice for serious neglect of duty, serious misconduct or serious misrepresentation. In such cases the Employee's salary and accrued entitlements will be paid up to the time of termination only.

38. DUTIES OF TEACHERS

38.1 The College may require an Employee to perform such duties and undertake such responsibilities that are consistent with an Employee's level of skill, training and/or professional qualifications.

38.2 These duties and responsibilities may include matters additional to professional teaching, but which are considered necessary for the effective operation or needs of the College, and for the safety, development and general welfare of the students.
39. WORKING OUTSIDE THE COLLEGE

39.1 Employees who undertake other employment outside the College are expected to ensure that the other employment does not interfere or conflict in any way with their professional and general responsibilities at the College. Employees who undertake employment outside the College must advise in writing and obtain the approval of the Principal in writing prior to undertaking this work.

39.2 Teachers are not permitted to provide paid private tuition for any students of the College whom they currently teach. Teachers who wish to provide paid private tuition for other students of the College must obtain express prior written permission from the Principal prior to undertaking this work.

40 CONSULTATION

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

- organisation,
- structure, or
- technology

that are likely to have significant effects on Employees whose employment is within the scope of this Agreement, the College will notify affected Employees of the proposed changes and their nominated representatives, if any.

40.2 "Significant effects" includes termination of employment, major changes in the composition, operation or size of the College's workforce or in the skills required, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations, the restructuring of jobs. With the exception that where the provisions of this Agreement make provision for alterations of any of the matters referred to in this clause an alteration will be deemed not to have significant effect.

40.3 Where the College proposes to introduce a change to the regular roster or ordinary hours of work of Employees this clause will also apply. The Employer’s educational timetable in respect of academic classes and student activities which:

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

Is not a regular roster

40.4 However, where a change to the educational timetable directly results in a change to the number of ordinary hours of work of an Employee or to the spread of hours over which the Employee’s ordinary hours are required to be worked, this clause will apply.

40.5 The College and an employee or employees may appoint a representative for the purpose of consultation in this clause.

40.6 The College will discuss with Employees, and if requested, any nominated representatives:

- the introduction of the changes referred to in 40.1 or 40.3.
- the effects the changes are likely to have on Employees including, if raised by employees, any impact in relation to their family and caring responsibilities.
- measures to avert or mitigate the adverse effects of such changes on Employees. There can be up to 4 nominated representatives who can attend the discussion.

40.7 The College will give prompt consideration to matters raised in a timely manner by Employees and their representatives in relation to the changes.

40.8 The College will commence discussions as early as practicable after the College has made a definite decision to make the changes referred to in 40.1. The College will commence discussions as early as practicable after proposing to introduce the change referred to clause 40.3.

40.9 For the purposes of such discussion and subject to 40.8, the College will provide in writing to Employees and any nominated representatives, all relevant information about the changes.
including:

- the nature of the changes proposed
- the expected effects of the changes on Employees; and
- any other matters likely to affect Employees.

40.10 For the purposes of such discussions under 40.9, the College will not be required to disclose confidential or commercially sensitive information which would be inimical to the College's interests.

41  INDIVIDUAL FLEXIBILITY ARRANGEMENTS

41.1 The College and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) allowances;
(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
(c) the arrangement is genuinely agreed to by the employer and employee.

41.2 The College must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and
(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
(c) result in the employee being better off overall than the employee would be if no arrangement was made.

41.3 The College 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.

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

41.5 The College 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
(b) if the College and employee agree in writing — at any time.

41.6 The employee may be represented by a person of their choice in discussions regarding the wording of an individual flexibility agreement.

42 STATEMENT OF SERVICE
42.1 Upon termination of employment with the college, and upon request from an Employee, the College will provide the Employee with a written statement of service.

43 NO FURTHER CLAIMS

The parties agree that no further claims with respect to salaries or terms and conditions of employment will be made on the College for the period of this Agreement.

44 VARIATION

If during the period of this Agreement the parties by consent wish to vary this Agreement, the variation(s) will be processed in accordance with the provisions of the FW Act.

45 UNION REPRESENTATIVE

45.1 The elected IEU Representative shall be entitled to 1 day of paid leave per year to attend IEU training.

45.2 The granting of leave pursuant to this clause is subject to the operation of the School not being unduly inconvenienced. Leave shall not be unreasonably refused.

45.3 The School shall not be liable for any expenses associated with an employee covered by this agreement attending Trade Union Training.

PART 3: CONDITIONS OF EMPLOYMENT FOR TEACHERS

46 CLASSIFICATIONS AND SALARY

46.1 Schedule 1A sets out the classification structure and progression through the salary scale.

46.2 Schedule 1B sets out the salary for a Teacher, including a Casual Teacher.

47 ANNUAL LEAVE AND SCHOOL HOLIDAYS

47.1 Application

47.1.1 This clause applies to teachers employed either full-time or part-time on a pro rata basis.

47.2 Entitlement

47.2.1 A teacher other than in the circumstances prescribed in 47.2.2 is entitled to School Holidays without deduction of pay. School Holidays are deemed to include annual leave.

47.2.2 The College may reduce a teacher's entitlement to School Holidays where a teacher has taken unpaid leave in excess of ten working days in any School Year pursuant to clause 14 (Personal Leave) or clause 21 (Leave Without Pay).

47.2.3 A teacher's entitlement to School Holidays which has been reduced at the College's discretion under 47.2.2 will be calculated on the basis of one third of that teacher's working weeks (excluding holidays already received and periods of unpaid leave).

47.2.4 Where a teacher's entitlement to paid School Holidays has been reduced pursuant to 47.2.2, the period which but for that reduction would have been paid School Holidays will be unpaid leave and will be counted as service for all purposes of the Agreement.

47.3 Part-Time Teacher's entitlement

A Part-Time Teacher is entitled to School Holidays on the same proportionate basis as the Teacher's annual salary is calculated.

47.4 Employment for less than a school year
A teacher who is employed for part only of a School Year will be paid a pro rata holiday entitlement calculated on the basis of one third of that teacher's number of working weeks (excluding paid holiday periods and periods of unpaid leave) at the rate of pay applicable at the time of School Holidays or at the time that employment is terminated. For staff who commence during the course of the school year and will have accrued a pro-rated holiday entitlement, the College will facilitate having their salary averaged into equal fortnightly payments so not to experience a drop in salary over the December/January period.

48 HOURS OF WORK AND CONTACT HOURS

48.1 All Full-Time Teachers are expected to be in attendance at the College from 8.30 am to 4.00 pm Monday to Thursday, and from 8.30 am to 3.30 pm Friday, each week.

48.2 Teachers are expected to attend the College for Professional Development sessions outside school hours in line with the custom and practice with the College. In return, an employee is not generally required to attend work during gazetted public holidays and the two additional 'mid-term' break days.

48.3 Full-Time Secondary Teachers

Contact time for a Secondary Teacher is eighteen (18) hours per week. Teachers may be allotted one or two teaching periods less than the specified allotment or more than the specified allotment, depending on the number of lessons allocated to a particular subject or the nature of the subject itself (ie. in terms of preparation or correction load). Where applicable, contact time includes face-to-face teaching and homeroom.

A Teacher whose allotment is less than the specified contact time may be allocated other duties or classes. Where a Teacher's allotment is more than the specified contact time, a reduction may be made in that teacher's allocation of extras, or where appropriate, his/her supervisory duties.

48.4 Part-Time Secondary Teachers

For the purpose of establishing Part-Time Teachers' contact hours, calculation will be made on the basis of eighteen (18) hours. The hours of attendance at the College for Part-Time Teachers will be calculated proportionate to the contact hours worked by the Teacher, (e.g. a teacher who is engaged to work 50% or 9 hours contact time, would be required to be in attendance at the College for 50% of full-time attendance or 17.5 hours per week).

48.5 Full-Time Primary Teachers

Contact time for Primary Teachers is twenty two and one half (22.5) hours per week. A teacher whose allotment is less than the specified contact time may be allocated other duties or classes. Contact time includes face-to-face teaching.

48.6 Part-Time Primary Teachers

For the purpose of establishing Part-Time Primary Teachers' contact hours, calculation will be made on the basis of twenty two and one half (22.5) hours. The hours of attendance at the College for Part-Time teachers will be calculated proportionate to the contact hours worked by the teacher.

48.7 Full-Time Kindergarten Teachers

All Employees employed as Full-Time Kindergarten Teachers are expected to be in attendance at the College from 8.30 am to 4.00 pm Monday to Thursday each week, with breaks, which includes lunch and tea breaks, totalling one (1) hour. The hours of attendance on Friday of each week are 8.30 am to 12.30 pm, plus preparation time from 1.00 pm to 3.30 pm. Contact time for Kindergarten Teachers is twenty six and a quarter (26.25) hours per week.

48.8 Part-Time Kindergarten Teachers

For the purpose of establishing Part-Time kindergarten teachers' contact hours, calculation will be made on the basis of twenty six and a quarter (26.25) hours. The hours of attendance at the College for Part-Time Kindergarten Teachers will be calculated proportionate to the contact hours worked by the Kindergarten Teacher.
48.9 Graduate Teachers

Graduate teachers employed at Bialik in their first year of teaching will be given a reduction in face to face teaching of one hour per week.

48.10 Duties and Extras

A Part-Time Teacher will undertake additional duties and extras as allocated by the College within the teacher's hours of attendance, which are proportionate to full-time duties.

48.11 Professional Development and Meetings

All Employees, both full-time and part-time, will be required to attend staff meetings, department meetings and professional development days as set down by the College. The College will endeavour to arrange meetings at times that are mutually convenient.

Part time teachers are expected to attend professional development sessions proportionate to the contact hours worked. Part-time teachers are not required to attend sessions on days that they would not normally work with the exception of occasional regulatory required sessions. Reasonable notice will be provided in these instances.

48.12 Extra curricular activities

In addition, all Employees are expected to assist with extra-curricular and or co-curricular activities. Part-time teachers will participate in extra-curricular and/or co-curricular activities, proportionate to their allotment.

49 NOTICE OF TERMINATION

49.1.1 Where the College wishes to terminate the employment of an employee during the period of probationary employment the College will provide not less than four (4) weeks' notice in writing.

49.2 Where the College wishes to terminate the employment of a Teacher, where the Teacher has had five or more years' continuous service with the College, the College will give a full term's notice in writing or full payment in lieu.

49.3 Where the College wishes to terminate the employment of a Teacher, where the Teacher has had less than five years' continuous service with the College, the College will give seven (7) weeks' notice in writing, wholly within the one school term or full payment in lieu.

49.4 Where the College wishes to terminate the employment of a Fixed Term Teacher, who is replacing another Teacher on parental leave, the College will give the Fixed Term Teacher four (4) weeks' notice if the Teacher being replaced provides notice to the College in accordance with the NES that the Teacher being replaced wishes to return from parental leave.

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

49.6 A Teacher must provide the College with a minimum of seven (7) weeks' notice in writing with such notice to be given wholly within the one school term.

49.7 The notice period in clauses 49.1, 49.2 and 49.3 does not apply where the Teacher is guilty of serious misconduct.

PART 4: CONDITIONS OF EMPLOYMENT FOR SCHOOL ASSISTANTS

50 CLASSIFICATIONS AND SALARIES

50.1 Schedule 2A sets out the classification structure for a School Assistant.
50.2 Schedule 2B(1) sets out the salary scale for a School Assistant entitled to School Holidays.

50.3 Schedule 2B(2) sets out the salary scale for a School Assistant entitled to 4 weeks annual leave.

50.4 Schedule 2B(3) sets out the salary scale for a Kinder Hebrew and Jewish Studies Assistants entitled to School Holidays.

51 HOURS OF WORK

51.1 School Assistants

The ordinary hours of work for a Full-Time School Assistant will be 38 hours per week. All Full-Time School Assistants are expected to be in attendance at the College from 8.30 am to 4.00 pm Monday to Thursday, and from 8.30 am to 3.30 pm Friday, each week.

51.1.1 School Assistants are expected to attend the College for Professional Development sessions outside school hours in line with the custom and practice with the College. In return, an employee is not generally required to attend work during gazetted public holidays and the two additional ‘mid-term break’ days.

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

51.3 Hebrew and Jewish Studies Assistants

All Employees employed as a Hebrew and Jewish Studies Assistants are expected to be in attendance at the College from 8.30 am to 4.00 pm Monday to Thursday each week; with breaks, which includes lunch and tea breaks, totaling one (1) hour. The hours of attendance on Friday of each week are 8.30 am to 12.30 pm, plus preparation time from 1.00 pm to 3.30 pm. Contact time for a Full-Time Kindergarten Hebrew and Jewish Studies Assistants is twenty-six and a quarter (26.25) hours per week.

51.3.1 Hebrew and Jewish Studies Assistants are expected to attend the College for Professional Development sessions outside school hours in line with the custom and practice with the College. In return, an employee is not generally required to attend work during gazetted public holidays and the two additional ‘mid-term break’ days.

52 ANNUAL LEAVE AND SCHOOL HOLIDAYS

52.1 Annual leave for School Assistants in receipt of paid School Holidays

52.1.1 A School Assistant paid in accordance with Schedule 2B(1) of this agreement will other than in circumstances prescribed in clause 52.1.2, be entitled to School Holidays without deduction of pay.

52.1.2 Where a School Assistant takes leave without pay or unpaid carer's leave in excess of ten (10) working days in any school year, the School Assistant's entitlement to School Holidays will, at the discretion of the Principal, be calculated on the basis of one third of that School Assistant's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).

52.1.3 Where a School Assistant's entitlement to paid annual leave has been reduced pursuant to clause 52.1.2 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.

52.1.4 A School Assistant who is employed for part only of a school year will be paid a pro rata holiday entitlement calculated on the basis of one third of that School Assistant's number of working weeks (excluding paid holiday periods) at the rate of pay applicable at the time leave is taken or employment is terminated.

52.2 Annual leave for School Assistants in receipt of 4 weeks' annual leave

52.2.1 A School Assistant paid in accordance (Schedule 2B(2)) of this agreement will, other than in circumstances prescribed in 52.2.2, be entitled to four weeks' annual leave exclusive of public
holidays falling in such leave.

52.2.2 Where a School Assistant takes leave without pay or unpaid carer's leave in excess of ten working days in any school year the School Assistant's entitlement to annual leave will be calculated on the basis of one twelfth of that School Assistant's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).

52.2.3 Where a School Assistant's entitlement to paid annual leave has been reduced pursuant to 52.2.2 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the Agreement.

53 NOTICE OF TERMINATION

53.1 Where the College wishes to terminate the employment of a School Assistant or a Kindergarten Hebrew and Jewish Studies Assistants, 4 weeks' notice in writing, or full payment in lieu, will be provided to the School Assistant or Kindergarten Hebrew and Jewish Studies Assistants. Where a School Assistant or Kindergarten Hebrew and Jewish Studies Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

53.2 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2B that a School Assistant or Kindergarten Hebrew and Jewish Studies Assistant would have received by working during the notice period if the School Assistant's employment had not been terminated.

53.3 A School Assistant or Kindergarten Hebrew and Jewish Studies Assistant must provide the College with a minimum of 4 weeks' notice in writing. Where a School Assistant or Kindergarten Hebrew and Jewish Studies Assistant is entitled to School Holidays, notice is to be given wholly within the one school term.

53.4 In addition to the period of notice specified in clause 53.1 a School Assistant over 45 years of age at the time of being given notice with not less than 5 years of continuous service, will be entitled to an additional week's notice.

53.5 The notice period in clause 53.1 does not apply where the School Assistant or Kindergarten Hebrew and Jewish Studies Assistant is guilty of serious misconduct.
EXECUTED as an agreement this DAY/ MONTH /YEAR

EMPLOYER REPRESENTATIVE

Signed: Jeremy Stone-Lindley

Date: 7/9/17

Name in full (printed): Jeremy Stone-Lindley

Position title: Principal

Authority to sign explained: School Principal

Address: 429 Auburn Road

Hawthorn East, VIC 3122

Witnessed by: Sophie Hughes

Witness name in full: Sophie Hughes

Witness address: 429 Auburn Rd

Hawthorn East 3122

EMPLOYEE REPRESENTATIVE

Signed: Eli Erez

Date: 7/9/17

Name in full (printed): Eli Erez

Position title: Head of Drama

Authority to sign explained: EBA representative

Address: 429 Auburn Rd

Hawthorn 3123

Witnessed by: Wesco Moore

Witness name in full: Wesco Moore

Witness address: 429 Auburn Rd

Hawthorn East 3123
SCHEDULE 1A: CLASSIFICATION STRUCTURE (TEACHERS)

1 A.1 Teachers with full and provisional registration

1 A.1.1 A Teacher holding full or provisional registration, who has a four year approved training course beyond secondary school including teacher training will commence at level 1 and will progress to level 11 in annual increments on the anniversary of the teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

1 A.1.2 A Teacher employed for less than 40 per cent of a full teaching load will be required to complete 24 months' service before progressing to the next level.

1 A.2 Permission to Teach Teachers

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

1 A.2.2 Where a Permission to Teach Teacher receives full or provisional registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the teacher's notification in writing, to the College.

1 A.3 Acquisition of additional qualifications

A four year trained Teacher who acquires additional Masters qualifications relevant to the Teacher's position of employment with the school, is entitled to be credited with the equivalent of one year of experience for each qualification (where that qualification is at least the equivalent of one full year course of study) and is required to notify the College in writing of the acquisition of the qualification. The written notice must be accompanied by satisfactory evidence of acquisition. When the Teacher gains the qualification, the advancement shall take effect from the commencement of the next school year. When the Teacher gains the qualification during the year, the advancement should take effect immediately from the notification of attainment, with their original anniversary date retained.

1 A.4 Tenure of Positions of Responsibility

From the date of lodgment of this agreement any newly appointed Positions Of Responsibility will be for a fixed term. If at the expiry of the tenure position and if not re-appointed to another position of Responsibility, Teachers holding these fixed term positions will be entitled to return to their full-time or part-time teaching allotment held at the time prior to the appointment to the Position of Responsibility, or for new Employees, in accordance with their specified hours pursuant to clause 10.

1 A.5 Positions of Responsibility – Subject Master Allowance

1 A.5.1 Where a Head of Department position doesn't exist a Teacher may receive a Subject Master allowance. The Teacher with a Subject Master allowance must teach a portion of the specialist allotment greater than 70% or 3 classes or more. In addition, a portion of the specialist allotment must be at VCE level and have an average of 10 students per class of the specialist subject. Furthermore, a Teacher must be published in educational journals/textbooks and/or have recent history of presenting at conferences. Where a function is shared, the payment may also be shared. An allowance is linked to a position of responsibility rather than tied to an individual employee.

1 A.5.2 The Subject Master allowance will not be applied to teachers receiving a greater or equal allowance elsewhere.

1 A.5.3 Part-time teachers will be paid pro rata of the Subject Master allowance.

1 A.5.4 Teachers should apply in writing, to the Principal, to receive the Subject Master allowance. The Subject Master Allowance will not be applied or removed (as long as the teacher continues in the relevant role) retrospectively and will be reviewed annually. Where a function that attracts an allowance ceases to exist, the allowance will terminate.

1 A.5.5 Schedule 1B sets out the applicable position of responsibility structure and applicable rates of pay.

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SCHEDULE 1B: SALARIES (TEACHERS)

1B.1 The annual salary for a Full-Time Teacher will be not less than that prescribed by the following table.

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<th>Bialik Level</th>
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<th>1-Apr-18</th>
<th>1-Oct-18</th>
<th>1-Apr-19</th>
<th>1-Oct-19</th>
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Responsibility Allowances

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</table>

1B.2 Weekly Salary
The weekly salary is calculated by dividing the annual rate of pay by 52.18.

1B.3 Annual Leave Loading
The annual salary in 1B.1 does not include annual leave loading.

1B.4 Casual Rate of Pay
The rate of pay for a Casual Teacher will not be less than:

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<thead>
<tr>
<th>Effective from:</th>
<th>Hourly Rate</th>
<th>Daily rate</th>
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SCHEDULE 2A:  SCHOOL ASSISTANT CLASSIFICATION STRUCTURE

2A.1.1 Upon engagement, the College will inform a School Assistant of the classification grade and the rate of pay applying to that classification.

2A.1.2 A Part-Time School Assistant will be paid pro rata of the salary that the School Assistant would be entitled to receive if employed as a Full-Time School Assistant.

2A.2 Incremental advancement

2A.2.1 Advancement to the next increment within the appropriate classification grade will take place on 1 February every year or in the case of non-continuous service, after the completion of the equivalent of a School Year. A School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement. Where new pay points have been agreed at the top Level 1 and Level 3 any staff member with more than 12 months experience at the top of the previous level on 8 April 2013 will translate to the appropriate pay point given their years of experience from 8 April 2013.

2A.2.2 Attainment of level 1-5 is dependent on relevant years of experience and the attainment of Cert III qualifications.

2A.2.3 Service for the purposes of this clause will include all service in any other school at the classification grade or position to which the School Assistant is appointed.

2A.3 Casual rate of pay

2A.3.1 A Casual School Assistant will be paid an hourly rate of pay calculated as follows

Weekly rate as per schedule 2A(1) for first year at appropriate level x 1.25

2A.3.2 The 25 percent loading is incorporated in the rate of pay is in lieu of any entitlement to annual leave or school holidays, leave loading, personal leave (including sick leave, carer’s leave and compassionate leave) or parental leave.
### SCHEDULE 2B(1): SCHOOL ASSISTANT SALARY RATES

**Working School Term.**

<table>
<thead>
<tr>
<th>Bialik's Classification</th>
<th>1 April 2017</th>
<th>1 April 2018</th>
<th>1 October 2018</th>
<th>1 April 2019</th>
<th>1 October 2019</th>
<th>1 April 2020</th>
<th>1 October 2020</th>
</tr>
</thead>
<tbody>
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### SCHEDULE 2B(2): SCHOOL ASSISTANT SALARY RATES

**Working 48 weeks per year.**

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SCHEDULE 3A: HEBREW / JEWISH STUDIES KINDER LEARNING SUPPORT ASSISTANT CLASSIFICATION STRUCTURE

2B.1.1 Upon engagement, the College will inform a Hebrew and Jewish Studies School Assistant of the classification grade and the rate of pay applying to that classification.

2B.1.2 A Part-Time Hebrew and Jewish Studies School Assistant will be paid pro rata of the salary that the Hebrew and Jewish Studies School Assistant would be entitled to receive if employed as a Full-Time Hebrew and Jewish Studies School Assistant.

2B.2 Incremental advancement

2B.2.1 Advancement to the next increment within the appropriate classification grade will take place on the 1 February of every year or in the case of non-continuous service, after the completion of the equivalent of a School Year. A Hebrew and Jewish Studies School Assistant employed for 50 per cent or less of full-time working hours will be required to complete 24 months' service before advancement.

2B.2.2 Attainment of level 1H-4 is dependent on relevant years of experience and the attainment of Cert III qualifications.

2B.2.3 Service for the purposes of this clause will include all service in any other school at the classification grade or position to which the Hebrew and Jewish Studies School Assistant is appointed.

2B.3 Casual rate of pay

2B.3.1 A Casual Hebrew and Jewish Studies School Assistant will be paid an hourly rate of pay calculated as follows:

Weekly rate as per schedule 2B(3) for first year at appropriate level × 1.25

2B.3.2 The 25 percent loading is incorporated in the rate of pay is in lieu of any entitlement to annual leave or school holidays, leave loading, personal leave (including sick leave, carer's leave and bereavement leave) or parental leave.
## SCHEDULE 2B(3): HEBREW AND JEWISH STUDIES KINDER ASSISTANTS
### SALARY RATES

**Working School Term.**

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</table>
IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2017/4060

Applicant:
Bialik College

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Sophie Lukeis, Human Resources Manager for Bialik College give the following undertakings with respect to the Bialik College Enterprise Agreement 2017-2020 ("the Agreement"):  

1. I have the authority given to me by Bialik College to provide this undertaking in relation to the application before the Fair Work Commission.

2. Regarding Clause 18.2 of the Agreement the College confirms that if an employee takes paid annual leave and this period of leave includes a public holiday, the employee is not taken to be on paid annual leave on the public holiday.

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

Date 30.11.17