



## DECISION

*Fair Work Act 2009*  
s.185—Approval of enterprise agreement

**The King David School Holding Ltd**  
(AG2009/21455)

### **THE KING DAVID SCHOOL (ASSISTANTS) AGREEMENT 2009-2012**

Educational services

COMMISSIONER WHELAN

MELBOURNE, 23 DECEMBER 2009

*Application for approval of The King David School (Assistants) Agreement 2009-2012.*

[1] An application has been made for approval of an enterprise agreement known as the *The King David School (Assistants) Agreement 2009-2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The King David School Holding Ltd. The agreement is a single-enterprise agreement.

[2] The Agreement was made during the bridging period<sup>1</sup> as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (the Transitional Act), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2–4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

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

[4] The Victorian Independent Education Union, 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) of the Act I note that the Agreement covers the organisation.

---

<sup>1</sup> Item 2, Part 1, of Schedule 2.

[2009] FWAA 1916

[5] The Agreement was approved in Chambers on 22 December 2009 and, in accordance with s.54 of the Act, will operate from 29 December 2009. The nominal expiry date of the Agreement is 31 January 2013.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code G, AE872955 PR992206>

# The King David School (Assistants) Agreement 2009 - 2012

## PART 1 APPLICATION AND OPERATION OF AGREEMENT

### 1 TITLE

This Agreement is to be known as The King David School (Assistants) Agreement 2009-2012 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth.)

### 2. ARRANGEMENT

This Agreement is arranged as follows.

<u>Part Title</u>	<u>Part Number</u>	<u>Clause Numbers</u>
Application and Operation of Agreement	1	1 – 7
Employment Relationship	2	8 – 11
Classification and Remuneration	3	12 – 16
Leave and Other Absences	4	17 – 31
Termination of Employment and Related Matters	5	32 – 35
Other Provisions	6	36 – 41
<u>Clause Title</u>	<u>Part Number</u>	<u>Clause Number</u>
Accident Make-Up Pay and Workers' Compensation Payments	4	31
Annual Leave	4	17
Annual Leave Loading	4	19
Arrangement	1	2
Breakage and Loss	6	39
Classifications and Salaries	3	12
Commencement Date and Period of Operation	1	3
Compassionate Leave	4	21
Confirmation of Employment	2	10
Definitions	1	6
Dispute Resolution Procedure	1	7
Examination Leave	4	28
Flexibility Agreements	6	38
Hours of Work	2	11
Infectious Diseases Leave	4	22
Introduction of Major Change	5	34
Jury Service Leave	4	30
Leave without Pay	4	27
Long Service Leave	4	25
Meal Allowance	6	38
Modes of Employment	2	8
No Extra Claims	6	41
Notice of Termination	5	33
Parental Allowance	4	24
Parental Leave	4	23
Parties Bound	1	4
Payment Arrangements	3	15
Performance/Conduct Management	5	32

Personal Leave	4	20
Protective Clothing	6	40
Public Holidays	4	26
Qualification Conferral Leave	4	29
Qualifying Period	2	9
Redundancy	5	35
Relationship to Awards and Legislation	1	5
Remuneration Packaging	3	13
School Holidays		18
Superannuation	3	14
Title	1	1
Tuition Fee Discount	6	37
Withholding of Monies	3	16
<b>Schedule Title</b>	<b>Schedule Number</b>	
Classification Structure	1	
Rates of Pay – 4 weeks Annual Leave	2	
Rates of Pay – Paid School Holidays	3	

### 3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 The Agreement will operate in accordance with its date of commencement as specified under the provisions of the *Fair Work Act 2009* (Cth.)
- 3.2 The nominal expiry date of the Agreement is 31 January 2013.

### 4 PARTIES BOUND

This Agreement binds:

- i. the Employer; and
- ii. School and Kindergarten Assistants

### 5 RELATIONSHIP TO AWARDS AND LEGISLATION

5.1 This Agreement replaces the applicable Awards.

5.2 The *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth.) and the *Fair Work Act 2009* (Cth.) prescribe minimum terms and conditions of employment which cannot be excluded by the Agreement.

5.2.1 The Australian Fair Pay and Conditions Standard of the *Workplace Relations Act 1996* (Cth) as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) operates until 31 December 2009.

5.2.2 The National Employment Standards as contained in the *Fair Work Act 2009* (Cth.) operate from 1 January 2010.

5.3 To the extent that a term of this Agreement is detrimental to an Employee, in any respect, when compared to an entitlement of the employee under the applicable minimum terms and conditions of employment, the Employee(s) will be entitled to the more favourable term.

Act	means the <i>Fair Work Act 2009 (Cth.)</i>
Australlan Fair Pay and Conditions Standard (AFPCS)	means Part 7 (The Australian Fair Pay and Conditions Standard of the <i>Workplace Relations Act 1996 (Cth)</i> as maintained by the <i>Fair Wok (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)</i>
Award	means the <i>Victorian Independent Schools – School Assistants - Award 1998</i> and the <i>Educational Services- Early Childhood Assistants – Victoria – Award 1999</i> and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Casual Employee	Means an employee employed pursuant to clause 8 of this Agreement
Council	means the governing body of The King David School
Employee	means a person covered by the Agreement.
Employer	means The King David Holdings Ltd (ACN 005 454 704)
FWA	means Fair Work Australia
Fixed Term Employee	means an Employee employed pursuant to subclause 8.3 (clause 8 – Modes of Employment) of this Agreement
Full Time Employee	means an Employee employed pursuant to subclause 8.1 (clause 8 – Modes of Employment) of this Agreement.
Immediate Family	means * spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis, although not legally married to the Employee; and * child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
Kindergarten Assistant	means a person who is employed in the Kindergarten and who performs general duties and duties with children, under the general direction of an Early Childhood (Kindergarten) qualified teacher in a Kindergarten program.
Kindergarten Program	means a play-based educational program developmental appropriate for three, four and/or five year old children. The Kindergarten program does not include childcare services.
National Employment Standards	means Part 2-2 (The National Employment Standards) as contained in the <i>Fair Work Act 2009 (Cth.)</i>
Part Time Employee	means an Employee employed pursuant to subclause 8.2 (clause 8 – Modes of Employment) of this Agreement
Principal	means the person employed as the Principal of The King David School or the Principal's nominee
Registered Health Practitioner	means persons registered under the <i>Health Professions Registration Act 2005 (Vic.)</i> , which includes Chinese medicine practitioners (acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers), chiropractors, dental care providers (dentists, dental hygienists, dental therapists and dental technicians), medical practitioners, medical radiation technologists (medical imaging technologists, radiation therapy technologists and nuclear medicine technologists), nurses, optometrists,

	osteopaths, pharmacists, physiotherapists, podiatrists, and psychologists
School	means The King David School Holdings (ACN 005 454 704) trading as The King David School
School Assistant	means a person who is ancillary to the process of teaching and includes school counselors, career counselors, , audiovisual technicians, audiovisual coordinators, laboratory technicians, laboratory managers, library technicians, librarians, special education personnel, integration aides, , computer and mathematics laboratory assistants and teacher aides.
School Holidays	means a period of holidays as determined by the Employer and announced prior to the commencement of a new School Year. School holidays will not be less than those mandated by the Victorian government for Victorian government schools.
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year
WR Act	Means the <i>Workplace Relations Act 1996</i> (9th.)

## 7 DISPUTE RESOLUTION PROCEDURE

- 7.1 If a dispute relates to  
 (a) a matter arising under this agreement; or  
 (b) the National Employment Standards;  
 this clause sets out the procedures to settle the dispute.
- 7.2 An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant supervisors and or management.
- 7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 7.5 Fair Work Australia may deal with the dispute in 2 stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then :
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

*Note* If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 7.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an Employee must comply with a directions given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) Applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 7.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

## **PART 2 EMPLOYMENT RELATIONSHIP**

### **8 MODES OF EMPLOYMENT**

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

#### **8.1 Full Time Employees**

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

#### **8.2 Part Time Employee**

- 8.2.1 The Employer may employ an Employee on a part time basis in accordance with this Agreement. A part-time Employee is a person who is employed to work less than full-time hours each week.

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

#### **8.3 Fixed Term Employee**

- 8.3.1 The Employer may employ an Employee to work on a replacement basis or for a specified period of time as full time or part time:
- to replace one or more Employees who are on leave;
  - to undertake a specified project for which funding has been made available;
  - to undertake a specified task which has a limited period of operation;  
or
  - to replace an Employee whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that School Year.

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

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

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

8.3.4 Subject to clause 9 – Qualifying Period, the termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the notice of termination provisions in clause 33 – Notice of Termination.

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

- notice of termination (where the date of cessation of employment is stated at the time of appointment);
- redundancy.

#### 8.4 Casual Employee

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

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

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

Weekly salary for 1<sup>st</sup> year for the appropriate grade x 1.25  
38

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

- notice of termination of employment;
- redundancy;
- remuneration packaging;
- annual leave or school holidays;
- \* school holidays
- jury service leave;
- leave loading;
- long service leave;
- public holidays;

- paid personal leave;
- paid parental leave;
- paid compassionate leave; and
- accident make-up pay.

8.4.5 A Casual Employee is entitled to unpaid carer's leave and unpaid parental leave.

## **9 QUALIFYING PERIOD**

9.1 An Employee's employment is contingent upon the satisfactory completion of a six month qualifying period.

9.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 33 – Notice of Termination and does not need to comply with clause 32 – Performance/Conduct Management, any due process or performance management policies or procedures in place from time to time.

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

9.4 If the Employer is to terminate the employment of an Employee in receipt of annual leave within the first six months of the Employee's employment commencing, the employee is entitled to two (2) weeks notice, in writing or full payment in lieu of notice.

9.5 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give the same notice required of the Employer in 9.3 above, with the notice given in writing.

## **10. CONFIRMATION OF EMPLOYMENT**

10.1 A newly engaged Employee or a currently employed Employee undertaking a change of employment status will complete the School's standard employment documents. Upon engagement or upon a change in status, an Employee will be issued with a letter of appointment or confirmation by the Principal.

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

## **11 HOURS OF WORK**

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

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

11.3 Spread of hours

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

#### 11.4 Time for support duties

A Kindergarten Assistant is entitled, in addition to the period children attend the Kindergarten Program, to adequate time to undertake support duties (e.g. preparation, pack up or other duties in relation to their work with children).

#### 11.5 Hours in Excess of Ordinary Hours

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

#### 11.6 Breaks

##### 11.6.1 Meal breaks

An employee will not normally be required to work more than five hours without a break for a meal totally free from any duties, of not less than 30 minutes. For Kindergarten Assistants this should occur between the conclusion of the morning program and the beginning of the afternoon program.

## **PART 3 CLASSIFICATION AND REMUNERATION**

### **12. CLASSIFICATIONS AND SALARY**

12.1 Schedule 1 sets out the classification structure

12.2 Schedule 2 sets out the salary for an Employee in receipt of 4 weeks annual leave

12.3 Schedule 3 sets out the salary for an Employee entitled to School Holidays.

12.4 Schedule 4 sets out the allowance payable to Kindergarten Assistants who assist in the delivery of the Hebrew Language Program.

### **13. REMUNERATION PACKAGING**

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

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

### **14. SUPERANNUATION**

The Employer currently makes an employer superannuation contribution equivalent to nine (9) per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to the School's default superannuation fund selected in accordance with legislative requirements.

## **15. PAYMENT ARRANGEMENTS**

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

## **16. WITHHOLDING OF MONIES**

- 16.1 Subject to 16.2, in the event that an Employee does not provide the full notice required by clause 9 – Qualifying Period or clause 33– Notice of Termination, as appropriate, the Employer is entitled to withhold from any monies owing to the Employee an amount equal to the remuneration that the Employee would have earned for the number of weeks or days of the notice period that the Employee did not work.
- 16.3 For the avoidance of doubt, the Employer is entitled to withhold monies owing to an Employee from sources including (but not limited to) the following:
- i. unpaid salary or wages;
  - ii. any entitlement to a pro rata payment for long service on termination of employment (notwithstanding any inconsistent provision of the Long Service Leave Act 1992 (Vic)); and
  - iii. any amounts owing to the Employee for an unpaid bonus or allowance.

## **PART 4 LEAVE AND OTHER ABSENCES**

### **17 ANNUAL LEAVE**

- 17.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7 of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), except where more favourable terms are provided in this Agreement.
- 17.2 This clause does not reproduce the AFPCS in full.
- 17.3 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 17.4 An Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the Employee works.
- 17.5 Where a Employee takes leave without pay or unpaid carer's leave in excess of 10 working days in any school year the employee's entitlement to annual leave will be calculated on the basis of one twelfth of that Employee's number of working weeks (excluding paid annual leave already received, periods of leave without pay and unpaid carer's leave).
- 17.5 Where an Employee has not accrued sufficient annual leave to be taken during the shut down period, the Employee will be entitled to leave which will be unpaid and this period of unpaid leave will be counted as service for all purposes of the Agreement.

### **18 SCHOOL HOLIDAYS**

- 18.1 An Employee is entitled to School Holidays, which is inclusive of annual leave, if specified at the time of employment or during a period of employment.
- 18.2 The salary for an Employee in Schedule 3 takes this period of additional leave into account.

18.3 An Employee is entitled to public holidays that fall during this period of additional leave but they do not create any additional entitlements.

18.4 An Employee who is employed for part only of a School Year or who takes leave without pay in excess of 10 working days in any School Year, will be paid on a pro rata basis during School Holidays with the calculation based upon the proportion of weeks worked at the rate of pay applicable at the time of the School Holidays or at the time that employment is terminated. The formula to calculate an entitlement to School Holidays in accordance with this clause is as follows:

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

## 19. ANNUAL LEAVE LOADING

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

19.2 An Employee (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:

$$\frac{17.5\% \text{ of number of working weeks (excluding paid holidays)}}{\text{Number of school's term weeks}} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

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

$$\frac{17.5\% \text{ of number of working weeks (excluding paid holiday periods)}}{48} \times 4$$

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.

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

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

19.6 Where the Employer elects to pay leave loading with each salary payment throughout the school year, the Employer will advise the employee in writing.

## 20. PERSONAL LEAVE

20.1 Personal leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 5 of Part 7 of the Act of the WR Act as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)) except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 5 of Part 7 of the AFPCS in full

## **20.2 Entitlement**

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

**20.2.2 For a Full Time Employee, the sick leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid sick leave on a pro rata basis based on specified hours in clause 11 – Hours of Work.**

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

**20.2.4 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. A maximum of ten (10) days of paid carer's leave may be taken per year of service. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 11 – Hours of Work. Carer's leave, if not used in any year, does not accrue as a separate entitlement.**

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

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

**20.2.7 Personal leave for an Employee accrues upon the completion of each four-week period of continuous service, based upon the Employee's nominal hours of work.**

**20.2.8 Where an Employee's need for personal or carer's leave exceeds the Employee's accrued entitlement at the time that leave is needed, the Employee is entitled to be paid sick leave in advance of accrual as follows:**

- (a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or**
- (b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment,**

**provided that the notice and evidentiary requirements are met.**

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

**An employee is entitled to sick leave provided that:**

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

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

## **21. COMPASSIONATE LEAVE**

21.1 Compassionate leave is in accordance with the Australian Fair Pay and Conditions Standard (Subdivision E of Division 5 of Part 7 of the WR Act as maintained by the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), except where more favourable terms are provided in this Agreement. This clause does not reproduce the AFPCS in full.

### **21.2 Entitlement**

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

21.2.2 In addition to the entitlement in 21.2.1, an Employee is entitled to use up to two (2) days of the Employee's accrued personal leave entitlement on each occasion when a member of the Employee's immediate family or household dies.

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

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

## **22. INFECTIOUS DISEASES LEAVE**

22.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever, or
- Hepatitis.

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

## **23. PARENTAL LEAVE**

### **23.1 Relationship with legislation**

Parental leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 6 of Part 7 of the WR Act) as maintained by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth), except where more favourable terms are provided in this Agreement. This clause does not reproduce the AFPCS in full..

**23.2.1** Parental leave applies to an Employee, other than a Casual Employee, unless the Casual Employee is an eligible casual employee.

**23.2.2** The Employer must not fail to re-engage a Casual Employee, who is an eligible casual employee, because:

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

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

### **23.3 Definitions**

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

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

- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

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

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

### **23.4 Basic entitlement**

**23.4.1** An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 24 months' unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:

- up to 104 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;
- a period of unpaid short paternity leave of up to five (5) days, which may be taken in single days or consecutive days, within the eight (8) weeks following the birth of a child and a further unbroken period of up to 103 weeks of unpaid long paternity leave to be the primary care-giver of a child; and
- a period of unpaid short adoption leave of up to 21 days, which may be taken as an unbroken period within the three weeks starting on the day of placement of an eligible child with the Employee or as agreed with the Principal or the Principal's delegate, provided it is taken within eight (8) weeks of the placement, and a further unbroken period of up to 101 weeks to be the primary care-giver of the eligible child.

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

## 23.5 Right to request

### 23.5.1 Simultaneous Leave

- (a) Subject to 23.5.1(b), an Employee entitled to parental leave under this Agreement, may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave provided for in this Agreement up to a maximum of eight weeks, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application under 23.5.1(a) must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

### 23.5.2 Part Time Work

- (a) Subject to 23.5.2(b), an Employee entitled to parental leave pursuant to the provisions of this Agreement may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five (5) years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application pursuant to 23.5.2(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

### 23.5.3 Request to be considered

- (a) The Employer shall consider any request made pursuant to 23.5.1 or 23.5.2 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. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (b) An Employee's request and the Employer's decision made pursuant to 23.5.1 or 23.5.2 must be recorded in writing.

## 23.6 Ordinary maternity leave

23.6.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Employee:

(a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate).

(b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

23.6.2 When the Employee gives notice under 23.6.1(b) the Employee must also provide a statutory declaration stating the following:

- the particulars of any period of paternity leave sought or taken by her spouse;
- that the Employee intends to be the child's primary care-giver at all times while on ordinary maternity leave; and
- that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

23.6.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason

23.6.4 Subject to 23.4.1 and unless agreed otherwise between the Employer and the Employee, an Employee may commence ordinary maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.

23.6.5 Where an employee continues to work within the six-week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties.

23.6.6 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 23.6.5 within seven (7) days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

23.6.7 Where the Employee elects to return to work within six (6) weeks after the birth of the child, the Employer will require the Employee to provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties.

## 23.7 Special maternity leave

23.7.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

23.7.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

23.7.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 104 weeks.

23.7.4 Where leave is granted under 23.7.1, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.

23.7.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.

23.7.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a registered medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

23.7.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:

(c) a medical certificate from a medical practitioner containing the following statements:

- that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- what the expected date of birth would have been if the pregnancy had gone to full term;
- that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
- that the Employee is, was, or will be unfit for work during a stated period.

(d) a statutory declaration made by the Employee containing the following statements:

- that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
- that the Employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.

23.7.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

23.7.9 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.

23.7.10 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

## 23.8 Paternity leave

23.8.1 An employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Employee:

(a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than ten (10) weeks before the date stated in the certificate; or

(b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably practicable for the Employee to comply with 23.8.1(a) because of the premature birth of the child or any other compelling reason; and

(c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

23.8.2 An employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of long paternity leave. The Employee must provide the Employer with a statutory declaration no later than ten (10) weeks prior to the first day of the intended period of leave stating:

- he will take that period of paternity leave to become the primary care-giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

23.8.3 The Employee will not be in breach of 23.8.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## 23.9 Adoption leave

23.9.1 An Employee must give written notice to his or her Employer of the Employee's intention to apply for adoption leave as soon as reasonably practicable after receiving notice (a placement approval notice) of the approval of the placement of an eligible child with the Employee.

23.9.2 An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as reasonably practicable after receiving notice (a placement notice) of the expected day.

23.9.3 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Employee intends to apply for because of the placement:

(a) if the Employee receives a placement notice about the placement within the period of eight (8) weeks after receiving the placement approval notice – before the end of that eight-week period; or

(b) if the Employee receives a placement notice about the placement after the end of the period of eight (8) weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

23.9.4 A notice under 23.9.1, 23.9.2 or 23.9.3 must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

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

23.9.6 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than ten (10) weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of long adoption leave.

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

(a) a statement from the adoption agency of the day when the placement is expected to start, and

(b) a statutory declaration made by the Employee stating

- whether the Employee is taking short adoption leave, long adoption leave or both;
- the first and last days of the period or periods of leave to be taken;
- that the child is an eligible child;
- that the Employee intends to be the primary care-giver at all times while on the long adoption leave; and
- that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.

23.9.8 An Employee may take:

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

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

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

- does not commence, the Employee is not entitled to leave; or

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

23.9.10 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

#### 23.10 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 104 weeks.

#### 23.11 Transfer to a safe job

Subject to 23.11.2 and 23.11.3, where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

This subclause applies to an Employee if

- (a) the Employee is entitled to ordinary maternity leave; and
- (b) the Employee has already complied with the documentation requirements under 23.6; and
- (c) the Employee gives her Employer a medical certificate from a registered medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
  - (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position.

23.11.3 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:

- (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 23.11.4(b); or
- (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 23.11.4(b).

23.11.4 If the Employee takes paid leave under 23.11.3:

- (d) the entitlement to leave is in addition to any other leave entitlement she has; and
- (e) the period of leave ends at the earliest of whichever of the following times is applicable:
  - (i) the end of the period stated in the medical certificate;
  - (ii) if the Employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;
  - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

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

23.12.1 Subject to the relevant provisions of this Agreement, where an Employee has commenced a period of long parental leave of up to 24 months, the Employee:

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

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

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

23.13 Returning to work after a period of parental leave

23.13.1 An Employee will notify the Employer of the Employee's intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

23.13.2 An employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. A Part Time Employee will be entitled to the same time fraction. In the case of an Employee transferred to a safe job pursuant to 23.11, the Employee will be entitled to return to the position the Employee held immediately before such transfer.

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

23.13.4 For the purposes of this clause, position includes a position of responsibility for an Employee but does not necessarily include the same classes and/or subjects.

#### 23.14 Replacement Employees

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

23.14.2 Before an Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### 23.15 Communication during parental leave

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

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

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

23.15.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 23.15.1.

#### 24. PARENTAL ALLOWANCE

24.1 From the date this Agreement commences, where an Employee is granted unpaid parental leave in accordance with clause 23 – Parental Leave of this Agreement to be the primary caregiver of a child, the Employee is entitled to be paid a parental allowance.

24.1.2 In accordance with the table below, provided that the Employee takes a period of unpaid maternity leave or unpaid adoption leave which is not less than the number of weeks specified for the particular year commencing at or around the time of birth of the child or at or around the time of the placement of the child with the Employee:

<u>School Year</u>	<u>Paid parental allowance</u>
2009	8 weeks
2010	10 weeks
2011 onwards	12 weeks

24.2 During the period of time that the Employee is in receipt of the parental allowance under 24.1, the Employee is entitled to accrue annual leave and personal leave, in accordance with clause 20 – Personal Leave of this Agreement. The Employee is not entitled to accrue long service leave in accordance with the Long Service Leave Act 1992 (Vic.)

- 24.3 From the date this Agreement commences, where an employee is granted unpaid short paternity leave or unpaid short adoption leave at the time of the birth of a child or placement of a child for adoption in accordance with the Agreement, the Employee is entitled to a parental allowance at the Employee's ordinary rate of pay, for up to five (5) days of the short paternity or short adoption leave, provided the leave is taken within eight (8) weeks of the birth or adoption of the child. The leave may be taken in one or two periods.
- 24.4 An Employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 24.1 or 24.3. Where an Employee has less than 12 months' continuous service with the Employer following a period of parental leave, the Employee may make application for payment of the parental allowance, citing reasons in support of the payment. Payment, if any, will be at the discretion of the Employer.
- 24.5 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to 24.1.
- 24.6 The parental allowance is not payable during a period of paid leave.
- 24.7 Where the Federal Government implements a statutory scheme of paid parental leave, an Employee, in lieu of 24.1.2 and 24.3, will be entitled to the quantum of leave provided by the statutory scheme. The Employer will pay the difference between the payment available under the statutory scheme and the Employee's ordinary rate of pay immediately prior to commencing parental leave for the period of time provided by the statutory scheme.

## **25. LONG SERVICE LEAVE**

- 25.1.1 An Employee is entitled to long service leave. The *Long Service Leave Act 1992 (Vic)*, as amended from time to time, specifies the entitlement. This Agreement will prevail over the Long Service Leave Act 1992 (Vic) in the event of any inconsistency.
- 25.1.2 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment prior to 1 February 2000 and to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing on or after 1 February 2000.
- From 1 February 2000, an Employee is entitled to an additional six and a half (6½) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.
- 25.1.3 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992 (Vic)*.
- 25.1.4 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee's normal salary.
- 25.1.5 An Employee, whose hours of work have varied during service, is paid salary in accordance with the following arrangement:

Payment will be at the proportionate rate, calculated by averaging the time fractions over the period of service.

## 25.2 Taking Long Service Leave

- 25.2.1 An employee is entitled to take long service leave upon the completion of seven (7) years of continuous employment, provided the Employee is able to meet the requirements of 25.2.4.
- 25.2.2 Following consultation between the Employer and the Employee, an Employee must take long service leave within three (3) years of the entitlement to long service leave falling due.
- 25.2.3 In consultation about the timing of such leave, the Employee agrees to take into account the Employee's needs, in so far as they are compatible with the Employer's operational needs.
- 25.2.4 The period of long service leave will usually be for a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.
- 25.2.5 An Employee who has completed twenty years' continuous employment must take the second period of long service leave by the end of the twenty-first year of employment

## 25.3 Cashing Out Provision

- 25.3.1 Where the Employer and an Employee agree, an Employee who is entitled to long service leave may request, in conjunction, with the taking of a period of long service leave, the cashing out of long service leave entitlements to a maximum of one-third of the Employee's total long service leave entitlement at the time of taking such leave. This provision overrides section 74 of the *Long Service Leave Act 1992 (Vic)*.

## 25.4 Illness on Long Service Leave

- 25.4.1 Subject to the requirements of 25.4.2 an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Employee.

### 25.4.2 The Employee's application under 25.4.1:

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

## 26. PUBLIC HOLIDAYS

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

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

Provided that the public holidays occurring during leave in accordance with clause 18 – Annual Leave for Employees in receipt of paid school holidays, for an Employee employed pursuant to Schedule 3 will not create additional entitlement.

- 26.2 Owing to the commitment of the Employer to observe Jewish religious holidays (as per the Progressive Jewish Calendar), it may be necessary to substitute religious days for public holidays outlined in 26.1. Such substitutions will be negotiated annually prior to the publication of the School calendar for the next School Year.
- 26.3 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of the specified day.
- 26.4 Where the Employer proposes to substitute a day other than a public holiday prescribed by this Agreement, the Employer will give no less than five (5) working days' notice of the intention to reach agreement to this effect.
- 26.5 An agreement made in accordance with 26.3, 26.4 or 26.5 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

## **27. 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)*.

## **28. EXAMINATION LEAVE**

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

## **29. QUALIFICATION CONFERRAL LEAVE**

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

## **30. JURY SERVICE LEAVE**

- 30.1 An Employee, other than a Casual 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.
- 30.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 30.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

- 30.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 30.5 Subject to 30.3 of this clause, an Employer will reimburse an Employee granted leave pursuant to 30.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

## **31. ACCIDENT COMPENSATION AND ACCIDENT MAKE-UP PAY**

- 31.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)*, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 31.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, then:
- (a) the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
    - i. annual leave; or
    - ii. paid personal/carer's leave; and
  - (b) the Employee is not entitled to any payment or benefit in respect of any Non Attendance Time which fall during the period that the Employee is in receipt of weekly payments under the *Accident Compensation Act 1985 (Vic)*.
- 31.3 In the event that an Employee, who is in receipt of weekly compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, has an entitlement to annual leave during a shut down period, the workers' compensation payments will cease and the Employee will take the accrued annual leave entitlement.
- 31.4 For the purposes of 31.3, the period of annual leave will not reduce the Employee's entitlement to such compensation payments or to accident make-up pay, if applicable.
- 31.5 Where an Employee returns to work in a partial capacity and is entitled to partial weekly compensation payments in accordance with the *Accident Compensation Act 1985 (Vic)*, and where the Employee is entitled to annual leave at the part time rate of pay, the Employee will remain entitled to be paid the weekly compensation payments in accordance with the *Accident Compensation Act 1985 (Vic)*.

## **PART 5 TERMINATION OF EMPLOYMENT AND RELATED MATTERS**

### **32. PERFORMANCE/CONDUCT MANAGEMENT**

## 32.1 Performance Management

32.1.1 This clause will not apply to a Casual Employee or to an Employee serving a qualifying period of employment pursuant to clause 9 – Qualifying Period.

32.1.2 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in 32.1.3 and 32.1.4.

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

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

32.1.4 Formal performance management meetings will

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

32.1.5 If, following the procedure in 32.1.3 and 32.1.4, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

## 32.2 Conduct Management Procedure

32.2.1 This clause will not apply to a Casual Employee or to an Employee serving a qualifying period of employment pursuant to clause 9 – Qualifying Period.

32.2.2 Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in 32.2.3 and 32.2.4.

32.2.3 The Employer will advise the Employee of:

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

32.2.4 The formal conduct management meeting(s) will:

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

32.2.5 The Employer reserves the right to vary the procedure in 32.2.3 and 32.2.4 where it is possible that the Employee is guilty of serious misconduct.

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

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

### **33. NOTICE OF TERMINATION**

33.1 Where the Employer wishes to terminate the employment of an Employee serving a qualifying period pursuant to clause 9, or an Employee wishes to resign during a qualifying period, the period of notice is specified by clause 9.

33.2 Where the Employer wishes to terminate the employment of an Employee, who has had more than six months' continuous service with the Employer, four weeks' notice in writing, or full payment in lieu, will be provided to the Employee. Where an Employee is entitled to School Holidays, notice is to be given wholly within the one school term.

33.3 Payment in lieu of notice is calculated by taking the amount of salary and rates of pay in Schedule 2 or 3 that the Employee would have received by working during the notice period if the Employee's employment had not been terminated.

33.4 An Employee, who has had more than six months' continuous employment with the Employer, must provide the Employer with a minimum of four weeks' notice in writing. Where an Employee is entitled to School Holidays, notice is to be given wholly within the one school term.

33.5 In addition to the period of notice specified in 39.2, an Employee over 45 years of age at the time of being given notice with not less than 5 years of continuous service will be entitled to an additional week's notice.

33.6 The notice period in this clause and in clause 9 – Qualifying period do not apply where the Employee is guilty of serious misconduct.

### **34. INTRODUCTION OF MAJOR CHANGE**

34.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employee/s, the Employer will notify the Employee/s in writing who may be affected by the proposed changes.

34.2 For the purposes of this clause, significant effects include:

- termination of employment;
- major changes in the composition, operation or size of the Employer's workforce or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for retraining or transfer to other work or locations; or
- the restructuring of jobs.

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

34.4 The Employer will discuss with the Employees affected:

- the introduction of the changes referred to above;
- the effects the changes are likely to have on Employee/s; and
- measures to avert or mitigate the adverse effects of such changes on the Employee/s.

34.5 The Employer will give prompt consideration to matters raised by the Employee/s in relation to the changes.

34.6 The Employer will commence discussion as early as practicable after the Employer has made a definite decision to make the changes referred to above.

34.7 For the purpose of such discussion and subject to 34.8 the Employer will provide in writing to the Employee/s concerned all relevant information about the changes including:

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

34.8 For the purposes of such discussions, the Employer will not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

## **35. REDUNDANCY**

### **35.1 Definition**

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

## 35.2 Redundancy Disputes

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

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

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

## 35.3 Transfer to lower paid duties

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

## 35.4 Severance Pay

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

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

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

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

## 35.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 35.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

## 35.6 Alternative employment

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

**35.7 Time off during notice period**

- i. During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- ii. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or the Employee may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

**PART 6 OTHER PROVISIONS**

**36. Flexibility Agreements**

**36.1** The Employer and an individual Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement to meet the genuine individual needs of the Employer and the individual Employee. The agreement may deal with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates
- (iii) allowances
- (iv) leave loading

**36.2** The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.

**36.3** The agreement between the Employer and the individual Employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 36.1; and
- (b) result in the Employee being better off overall than the Employee would have been if no flexibility agreement had been agreed to.

**36.3** The agreement between the Employer and the individual Employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (b) state each specific subclause of this agreement that the Employer and the individual Employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
- (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.

**36.6** An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the

employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

36.7 The agreement may be terminated:

- (f) by the Employer or the individual Employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (g) at any time, by written agreement between the Employer and the individual Employee.

### **37. TUITION FEE DISCOUNT**

37.1 An Employee, whose time fraction is 0.5 to 1.0 Full Time Equivalent (FTE) and whose child or children attend the School, is entitled to a tuition fee discount of 25 per cent.

37.2 An Employee, whose time fraction is less than 0.5 FTE and whose child or children attend the School, is entitled to a tuition fee discount of 10 per cent.

37.3 Levies are not subject to any discount. Levies include, but are not limited to, the security levy and the co-curricular levy.

37.4 Other services, such as child care and outside school hours care, are specifically excluded from this clause.

37.5 The discount in 37.1 or 37.2 cannot be taken in conjunction with fee relief, where an Employee is eligible for fee relief. An Employee may choose to accept the discount or to apply for fee relief at the appropriate application time of each School Year. Either the discount or the fee relief is available, not both.

### **38. MEAL ALLOWANCE**

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

### **39. 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.

### **40. PROTECTIVE CLOTHING**

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

### **41. NO EXTRA CLAIMS**

It is agreed that, prior to the nominal expiry date of this Agreement:

- (a) the Employees will not pursue any extra salary claims;
- (b) the Employee will not seek any changes to, or make any further claims, in relation to the terms and conditions of their employment whether or not dealt with in this Agreement;
- (c) this Agreement will cover all matters or claims regarding the employment of Employees, which could otherwise be the subject of protected action pursuant to the *Fair Work Act 2009* (Cth.).

Signed for and on behalf of The King David School Holdings Ltd

ACN 005 454 704

Signed:

Michele Bernshaw

Date:

27 November 2009

Name in full (printed):

MICHELE BERNSHAW

Position title:

SCHOOL PRINCIPAL

Authority to sign explained:

Bargaining representative<sup>en</sup> and Principal of School

Address:

c/o 517 - 519 Orrong Rd  
Armadale 3143

Witnessed by:

Kaiserman

Witness name in full:

Catherine M. Kaiserman

Witness address:

4 Cambridge Street  
Armadale 3143

**EMPLOYEE REPRESENTATIVE**

Signed:

Shalekoff

Date:

27-11-09

Name in full (printed):

Jillian Shalekoff

Position title:

Kindergarten Assistant

Authority to sign explained:

Bargaining Representative + School Employee

Address:

8/555 Glen Huntly Rd  
Elsternwick 3165

Witnessed by:

Kaiserman

Witness name in full:

Catherine M. Kaiserman

Witness address:

4 Cambridge St  
Armadale 3143

## **SCHEDULE 1 – CLASSIFICATION STRUCTURE**

### **1.1 General Classification Principles**

- 1.1.1 Positions for an Employee engaged as a school assistant (ancillary staff employed in libraries, laboratories and on audio-visual duties and as teacher and integration aides) and as a kindergarten assistant will be classified in accordance with the following criteria.
- 1.1.2 A position need not involve all the duties listed as 'typical' of the grade nor are the typical duties the only ones which may be required.

### **1.2 Classification Structure**

#### **GRADE 1**

- 1.1 Positions for which qualifications are not required:

Kindergarten Assistant  
Library Assistant  
Audio Visual Assistant  
Laboratory Assistant  
Teacher Aide (including Integration Aide)

1.2 Characteristics

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

1.3 Typical Duties

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

1.3(a) Kindergarten Assistant

Must have a comprehensive knowledge of the *Children's Services Regulations 2009 (Vic)* and the *Children's Services Act 1996 (Vic)* and successor legislation and adhere to requirements at all times; assist in the implementation of the daily routine; have a good understanding of and participate when required in emergency procedures; assist with preparation, general cleanliness (non-industrial) and cleaning up and packing away of activities; attend to the physical, social and emotional needs of children on an individual and group basis; achieve a warm and friendly relationship with children that is supportive and responsive to their needs; assist in developing good relations with families; work positively and appropriately with all staff and parents, outside agencies and the employer in the provision of services.

1.3(b) Library Assistant

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

1.3(c) Audio Visual Assistant

Routine tasks associated with the operation of a resource centre or in

connection with the maintenance, control and operation of audio-visual equipment of the school, such as assisting with audio and video recording

**1.3(d) Laboratory Assistant**

Routine tasks including simple maintenance of equipment and materials; care of fauna and flora; setting up less complex experiments such as are typically conducted at Years 7-10 general science; preparation of teaching aids under direction; preparation of standard solutions

**1.3(e) Teacher Aide**

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

**GRADE 1A**

Positions, the occupants of which are required by the Employer to complete a relevant post-secondary course of study.

Kindergarten Assistant (Certificate II)  
Library Technician in-training  
Audio Visual Technician in-training  
Laboratory Technician in-training

**GRADE 2**

- 2.1 Positions, the duties of which require knowledge and skills which would normally be gained by completion of a relevant post-secondary certificate or associate diploma qualification

Kindergarten Assistant (Certificate III)  
Library Technician  
Audio Visual Technician  
Laboratory Technician

2.2 Characteristics

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

2.3 Typical Duties

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

2.3(a) Kindergarten Assistant (Certificate III)

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

**2.3(b) Library Technician**

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

**2.3(c) Audio Visual Technician**

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

**2.3(d) Laboratory Technician**

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

**GRADE 3**

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

Kindergarten Assistant (Diploma in Children's Services)  
Senior Library Technician/Librarian  
Senior Audio Visual Technician  
Senior Laboratory Technician

**3.2** Characteristics

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

**3.3** Typical Duties

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

**3.3 (a) Senior Kindergarten Assistant (Diploma in Children's Services)**

Undertake detailed written observations of children as required; use observations and records to actively assist in the development and implementation of aspects of the program as required.

**3.3(b) Senior Library Technician/Librarian**

Performing responsible tasks associated with the efficient operation of a library including such as: preparing descriptive cataloguing for library materials; supervising the operation of circulation systems; answering reference and information enquiries other than ready reference; assisting in evaluating and selecting equipment and supplies; providing guidance in the use of information systems; supervising staff; arranging in-service training of para-professional

and unqualified staff where appropriate; in-charge of an identifiable functional unit (eg. Audio-visual); selection and ordering of periodicals; liaison with outside bodies (schools, public libraries, educational authorities) regarding the use of and access to external materials.

**3.3(c) Senior Audio Visual Technician**

Under general direction, undertake substantial responsibility associated with the efficient operation of an audio-visual department including some or all duties of lower grade positions, and in addition some or all of the following: production of resource material, eg multi-media kits, video and film clips; teaching skills to teachers and individual students; maintaining security of equipment and materials; budgeting; liaison with heads of department on curriculum; organising resources material; developing borrowing strategies; supervising staff

**3.3(d) Senior Laboratory Technician**

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

#### **GRADE 4**

It is an essential characteristic of an Employee at this grade that such Employee is required to work largely independently with responsibility for planning and executing tasks without direct reference to the teacher/co-ordinator in that area.

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

#### **GRADE 5**

Characteristics and duties as for Grade 4, but must be directly supervising at least two full-time staff or at least three staff if any are part-time.

### **1.3 Kindergarten Assistants**

#### **1.3.1 Commencement arrangements**

A Kindergarten Assistant

- who is untrained, will be classified at Grade 1. Upon commencement of employment, the untrained Kindergarten Assistant will be classified at subgrade 1.1 and will be able to progress within Grade 1 to subgrade 1.5.
- who has completed a relevant AQF Certificate II, will be classified at Grade 1A. Upon commencement of employment, the Kindergarten Assistant will commence at subgrade 1A.1 and progress within grade 1A to subgrade 1A.2.
- who has completed a relevant AQF Certificate III will commence at Grade 2. Upon commencement of employment, the Kindergarten Assistant will commence at subgrade 2.1 and progress within Grade 2 to subgrade 2.6.

- who has completed a Diploma in children's services will commence at Grade 3. Upon commencement of employment, the Kindergarten Assistant will commence at subgrade 3.1 and progress within Grade 3 to subgrade 3.6

### **1.3.2 Incremental advancement**

Advancement to the next increment within the Grade will take place on the anniversary of the Kindergarten Assistant's first appointment or in the case of non-continuous service, after the equivalent of a School Year. A Kindergarten Assistant employed for 50 per cent or less of a full-time working hours will be required to complete 24 months' service before advancement.

### **1.3.3 Completion of Additional Qualifications**

- Upon completion of a relevant AQF Certificate II, a Kindergarten Assistant at Grade 1 will progress automatically to subgrade 1A.1 of Grade 1A.
- Upon completion of a relevant AQF Certificate III, a Kindergarten Assistant at Grade 1 or Grade 1A will progress automatically to the equivalent subgrade in Grade 2.
- Upon completion of a Diploma in children's services, a Kindergarten Assistant at Grade 2 will progress automatically to subgrade 3.1 of Grade 3, or, where the Kindergarten Assistant was at subgrade 2.6, will progress to subgrade 3.2 of Grade 3.
- Whilst classified at subgrade 2.6, a Kindergarten Assistant may apply to the Principal for promotion to Grade 3. Subject to a satisfactory performance review and provided the Kindergarten Assistant can demonstrate that they have the skills and knowledge to complete the duties listed in Grade 3, the Kindergarten Assistant will advance to subgrade 3.2 of Grade 3 upon the completion of 12 months' service in accordance with 1.3.2 at subgrade 2.6.

## **1.4 School Assistants**

### **1.4.1 Upon commencement**

- A School Assistant will be classified according to the classification of the position and years of experience.
- A School Assistant employed in a position that is not included in the classification structure is entitled to be classified at Grade 1, as a minimum.

### **1.4.2 Incremental advancement**

Advancement to the next increment within the Grade will take place on the anniversary of the School Assistant's first appointment or in the case of non-continuous service, after the equivalent of a School Year. A School Assistant employed for 50 per cent or less of a full-time working hours will be required to complete 24 months' service before advancement.

## SCHEDULE 2 – EMPLOYEE IN RECEIPT OF FOUR WEEKS' ANNUAL LEAVE

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

Grade	2009*	2010	2011	2012
	\$	\$	\$	\$
<b>Grade 1</b>				
1.1	31,185	33,056	34,709	35,750
1.2	31,861	33,773	35,461	36,525
1.3	32,549	34,502	36,227	37,314
1.4	33,196	35,188	36,947	38,056
1.5	33,890	35,923	37,720	38,851
<b>Grade 1A</b>				
1A.1	34,755	36,840	38,682	39,843
1A.2	35,360	37,482	39,356	40,536
<b>Grade 2</b>				
2.1	35,544	37,677	39,560	40,747
2.2	36,036	38,198	40,108	41,311
2.3	36,712	38,915	40,860	42,086
2.4	37,270	39,506	41,482	42,728
2.5	37,946	40,223	42,234	43,501
2.6	38,622	40,939	42,986	44,276
<b>Grade 3</b>				
3.1	38,619	40,936	42,983	44,272
3.2	39,384	41,747	43,834	45,149
3.3	39,880	42,273	44,386	45,718
3.4	40,650	43,089	45,243	46,601
3.5	41,117	43,584	45,763	47,136
3.6	41,883	44,396	46,616	48,014
<b>Grade 4</b>				
4.1	41,041	43,503	45,679	47,049
4.2	41,513	44,004	46,204	47,590
4.3	42,286	44,823	47,064	48,476
4.4	43,065	45,649	47,931	49,369
4.5	43,838	46,468	48,792	50,255
4.6	44,612	47,289	49,653	51,143
<b>Grade 5</b>				
5.1		47,512	49,888	51,385
5.2		48,463	50,886	52,412
5.3		49,432	51,903	53,461
5.4		50,420	52,941	54,530
5.5		51,429	54,000	55,620

\* applies to School Assistants only in 2009

- 2.2 The classification structure for a Kindergarten Assistant in 2009 is shown in column 1 of the following table.
- 2.3 A Kindergarten Assistant, provided 12 months' service has been completed at the 2009 Level by the first pay period commencing on or after 1 February 2010, will

translate to the Grade shown in column 2 of the following table. Where 12 months' service has not been completed, translation will be to one subgrade lower in the same Grade until 12 months' service has been completed.

<b>Level in 2009</b>	<b>Grade (from first pay period commencing on or after 1 February 2010)</b>
<b>Level 1</b>	<b>Grade 1</b>
1.1	1.2
<b>Level 2 (untrained)</b>	<b>Grade 1</b>
2.1	1.5
2.2	1.5
<b>Level 2 (trained)</b>	<b>Grade 1A</b>
2.1	1A.2
2.2	1A.2
<b>Level 3</b>	<b>Grade 2</b>
3.1	2.2
3.2	2.3
3.3	2.4
3.4	2.5

### SCHEDULE 3 - EMPLOYEE IN RECEIPT OF PAID SCHOOL HOLIDAYS

- 3.1 A full-time Employee in receipt of paid School Holidays will be paid not less than 48/52 of the rates of pay in Schedule 2 – Employee in Receipt of Four Weeks' Annual Leave according to the classification of the position and years of experience. Positions will be classified in accordance with Schedule 1 – Classification structure to this Agreement.
- 3.2 The rates of pay for a full-time adult Employee in receipt of paid School Holidays will be not less than those specified in the table below.

Grade	2009*	2010	2011	2012
	\$	\$	\$	\$
<b>Grade 1</b>				
1.1	29,457	31,224	32,786	33,769
1.2	30,052	31,855	33,448	34,451
1.3	30,656	32,495	34,120	35,144
1.4	31,223	33,096	34,751	35,794
1.5	31,833	33,743	35,430	36,493
<b>Grade 1A</b>				
1A.1	32,117	34,044	35,746	36,819
1A.2	32,622	34,579	36,308	37,398
<b>Grade 2</b>				
2.1	33,125	35,113	36,868	37,974
2.2	33,720	35,743	37,530	38,656
2.3	34,313	36,372	38,190	39,336
2.4	34,804	36,892	38,737	39,899
2.5	35,397	37,521	39,397	40,579
2.6	35,991	38,150	40,058	41,260
<b>Grade 3</b>				
3.1	35,991	38,150	40,058	41,260
3.2	36,705	38,907	40,853	42,078
3.3	37,166	39,396	41,366	42,607
3.4	37,884	40,157	42,165	43,430
3.5	38,319	40,618	42,649	43,929
3.6	39,033	41,375	43,444	44,747
<b>Grade 4</b>				
4.1	37,884	40,157	42,165	43,430
4.2	38,216	40,509	42,534	43,810
4.3	39,057	41,400	43,470	44,775
4.4	39,912	42,307	44,422	45,755
4.5	40,465	42,893	45,038	46,389
4.6	44,096	46,742	49,079	50,551
<b>Grade 5</b>				
5.1		43,857	46,050	47,432
5.2		44,735	46,972	48,381
5.3		45,630	47,911	49,348
5.4		46,542	48,869	50,335
5.5		47,473	49,847	51,342

\* applies to School Assistants only in 2009

- 3.3 The classification structure for a Kindergarten Assistant in 2009 is shown in column 1 of the following table.
- 3.4 A Kindergarten Assistant, provided 12 months' service has been completed at the

2009 Level by the first pay period commencing on or after 1 February 2010, will translate to the Grade shown in column 2 of the following table. Where 12 months' service has not been completed, translation will be to one subgrade lower in the same Grade until 12 months' service has been completed.

Level in 2009	Grade (from first pay period commencing on or after 1 February 2010)
<b>Level 1</b>	<b>Grade 1</b>
1.1	1.2
<b>Level 2 (untrained)</b>	<b>Grade 1</b>
2.1	1.5
2.2	1.5
<b>Level 2 (trained)</b>	<b>Grade 1A</b>
2.1	1A.2
2.2	1A.2
<b>Level 3</b>	<b>Grade 2</b>
3.1	2.2
3.2	2.3
3.3	2.4
3.4	2.5

#### **SCHEDULE 4 ALLOWANCES FOR HEBREW LANGUAGE PROGRAM**

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

Hebrew Allowance	2009	2010 6% Rise	2011 5% Rise	2012 3% Rise
<b>\$1500 Base</b>	1500.00	1500.00	1500.00	1500.00
<b>Per Class</b>	677.67	718.33	754.25	776.87
<b>Total 1 Class</b>	2177.67	2218.33	2254.25	2276.87
<b>Total 2 Classes</b>	2855.34	2936.66	3008.49	3053.75
<b>Total 3 Classes</b>	3533.01	3654.99	3762.74	3830.62