



CORRECTION TO DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ilim College
(AG2017/6753)

ILIM COLLEGE ENTERPRISE AGREEMENT 2018

Educational services

COMMISSIONER JOHNS

SYDNEY, 2 AUGUST 2018

Application for approval of the Ilim College Enterprise Agreement 2018.

[1] The decision issued by the Fair Work Commission on 27 April 2018, [2018] FWCA 2369 is corrected by replacing the nominal expiry date in paragraph [4] to read ‘27 April 2022.’



COMMISSIONER

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<AE428149 PR609641>



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ilim College
(AG2017/6753)

ILIM COLLEGE ENTERPRISE AGREEMENT 2018

Educational services

COMMISSIONER JOHNS

SYDNEY, 27 APRIL 2018

Application for approval of the Ilim College Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Ilim College Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ilim College. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 May 2018. The nominal expiry date of the Agreement is 27 April 2018.



COMMISSIONER

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Ilim College Enterprise Agreement 2018

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the *Ilim College Enterprise Agreement 2018* (the Agreement) and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth) (the Act).

2. Commencement and period of operation

- 2.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.
- 2.2 The nominal expiry date of the Agreement is four years after the day on which the FWC approves the Agreement.

3. Definitions and interpretation

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Awards	means the <i>Educational Services (Teachers) Award 2010 (Teachers Award)</i> and the <i>Educational Services (Schools) General Staff Award 2010 (General Staff Award)</i> , unless separately specified
Classroom support services	means a General Staff Employee whose principal duties are to provide support to Teachers and students in a primary or secondary classroom or to individual students or groups of students
Curriculum/resources services	means a General Staff Employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre
Early Childhood Teacher	means a Teacher who is employed to teach three, four and/or five year old children in the early learning program, but does not include a Teacher employed as a director of an early learning program
Employee	means an employee covered by this Agreement
Employer	means Ilim College ABN 18 253 453 361
FWC	means the Fair Work Commission or its successor

General Staff Employee	means an Employee other than a Teacher who is covered by this Agreement
Immediate family	means <ul style="list-style-type: none"> • a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or • a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee, where: <ul style="list-style-type: none"> • a de facto partner of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) • a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee's spouse or de facto partner
Instructional services	means a General Staff Employee, other than a qualified Teacher, whose principal duties are to develop the framework for and provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff
LSL Act	means the <i>Long Service Leave Act 1992 (Vic)</i> or its successor
NES	means the National Employment Standards as contained in Part 2-2 of the Act
Non-term weeks	means weeks, or part thereof, in the School year other than term weeks and includes periods designated as school holidays for students
Nursing services	means a General Staff Employee who is a registered nurse in the relevant State/Territory and is employed as such
Preschool/childcare services	means a General Staff Employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than an Early Childhood Teacher)
Principal	means the Principal of Ilim College or his or her nominee

School administration services	means a General Staff Employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
School operational services	means a General Staff Employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> i. construction, plumbing, carpentry, painting and other trades; ii. cleaning, maintenance, school facility management; iii. security, caretaking; iv. gardening, turf management, farming; v. retailing—canteens, uniform shops, book shops; vi. cooking/catering, housekeeping, laundry; and vii. bus driving and vehicle maintenance.
School Teacher	means a Teacher employed to teach an educational program in the Primary School, the Secondary School or the Senior School
School year	means the period of 12 months commencing from the day the Employees are required to attend the school for the new educational year as determined by the school, and includes Term weeks and Non-term weeks
Standard rate	means the annual salary applicable to Level 3.1 for a General Staff Employee, or Level 1 for a Teacher
Teacher	means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching in accordance with the <i>Education and Training Reform Act 2006 (Vic)</i> (or its successor) and is employed to teach an educational program. This definition includes a School Teacher, an Early Childhood Teacher and a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Term weeks	means the weeks, or part thereof, in the School year that students are required to attend school and designated student free days as set out in the school calendar of the School

Victorian Institute of Teaching	means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor
Wellbeing services	means a General Staff Employee whose principal duties are to support the health and wellbeing of students, and Employees, where appropriate. This may include home/school liaison, counsellors and therapists

4. Coverage

4.1 This Agreement covers:

- (a)** the Employer;
- (b)** Teachers; and;
- (c)** General Staff Employees.

4.2 This Agreement does not cover:

- (a)** Managing Director;
- (b)** Executive Principal;
- (c)** Campus Principals;
- (d)** Campus Vice Principals, however named;
- (e)** Business Director or Business Manager, however named, being the most senior administrative employee employed with the delegated authority to act for the Employer;
- (f)** Finance Director, however named;
- (g)** Campus Business Managers, however named;
- (h)** Early Years Directors, however named; and
- (i)** a member of a recognised religious teaching order and/or a Minister of Religion or a person engaged for the purpose of religious instruction, supervision of prayers or to undertake other religious duties of a non-teaching nature.

5. Relationship to Awards

5.1 This Agreement operates in conjunction with the Awards.

5.2 Where this Agreement prescribes different or inconsistent terms and conditions with the Award, this Agreement will prevail to the extent of the difference or inconsistency.

6. No extra claims

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

7. The National Employment Standards

- 7.1** The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 7.2** This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

8. Agreement flexibility

- 8.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a)** the Agreement deals with one or more of the following matters:
 - (i)** arrangements about when work is performed;
 - (ii)** overtime rates;
 - (iii)** penalty rates;
 - (iv)** allowances;
 - (v)** leave loading; and
 - (b)** the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a);
 - (c)** the arrangement is genuinely agreed to by the Employer and Employee. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the Employer.
- 8.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a)** are about permitted matters under s.172 of the Act; and
 - (b)** are not unlawful terms under s.194 of the Act; and
 - (c)** result in the Employee being better off overall at the time the agreement is made than the Employee would be if no arrangement was made.
- 8.3** The Employer must ensure that the individual flexibility arrangement:
- (a)** is in writing; and
 - (b)** includes the name of the Employer and Employee; and

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

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

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

- (a) by giving 28 days' written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause are not met, then the agreement may be terminated by either the Employee or the Employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

Part 2—Consultation and Dispute Resolution

9. Consultation

9.1 This clause applies if the Employer:

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

Consultation regarding major workplace change

9.2 For a major change referred to in cl.9.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) cl.9.3 to 9.9 apply.

9.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

9.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and

- (b) the Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

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

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

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

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

9.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in cl.9.2(a) and cll.9.3 and 9.5 are taken not to apply.

9.9 In this clause, a major change is **likely to have a significant effect on Employees** if it results in:

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

Consultation about changes to regular roster or hours of work

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

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

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

9.12 If:

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

the Employer must recognise the representative.

9.13 The Employer must:

- (a)** discuss with the relevant Employees the introduction of the change; and
- (b)** for the purposes of the discussion, provide to the relevant Employees:
 - (i)** information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
 - (ii)** information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii)** information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c)** invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

9.15 The Employer must give genuine consideration to matters raised about the change by the relevant Employees.

9.16 For the purposes of cll.9.11 to 9.15, the Employer's educational timetable in respect of academic classes and student activities, which:

- (a)** may operate on a term, semester or a School year basis, and
- (b)** ordinarily changes between one period of operation and the next, and
- (c)** may change during the period of operation,
is not a regular roster.

- 9.17** However, where a change to the Employer's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an Employee, or
 - (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - (c) to the days over which the Employee is required to work,
- cll.9.11 to 9.15 will apply.

In this clause:

relevant Employees means the Employees who may be affected by a change referred to in cl.9.1.

10. Dispute resolution

10.1 If a dispute relates to:

- (a) a matter arising under the Agreement, or
- (b) the NES,

this clause sets out procedures to settle the dispute.

10.2 However, a dispute cannot be referred to the FWC if the dispute is in relation to a contravention (or alleged contravention) of subsection 65(5) or 76(4) of the Act.

Note: Subsections 65(5) and 76(4) state that an employer may refuse a request for flexible working arrangements, or an application to extend unpaid parental leave, only on reasonable business grounds.

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

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

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

10.6 The FWC may deal with the dispute in two stages:

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

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 10.7** While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an 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 direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the *Occupational Health and Safety Act 2004* (Vic) 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.
- 10.8** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

Part 3—Conditions for all Employees

11. Minimum employment period

- 11.1** An Employee's employment is contingent upon the satisfactory completion of the minimum employment period as defined in the Act.
- 11.2** If the Employer is to terminate the employment of an Employee during the minimum employment period of the Employee's employment, the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time or cl.17 – Performance and conduct management.

12. Personal/carer's leave

- 12.1** Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 12.2** An Employee, other than a casual Employee, is entitled to a paid personal/carer's leave entitlement, which includes both sick and carer's leave.
- 12.3** For a full-time Employee, the personal/carer's leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work.

13. Compassionate leave

- 13.1** Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 13.2** An Employee, other than a casual employee, may take up to three (3) days' paid leave per occasion when a member of the Employee's Immediate Family or household dies or contracts or develops a personal injury or illness that poses a serious threat to life.

14. Long service leave

- 14.1** Long service leave is as provided by the NES or the LSL Act except where this Agreement provides ancillary or supplementary terms.
- 14.2** An Employee may apply to take their pro-rata long service leave entitlement to long service leave upon completion of seven years of continuous employment.

15. Paid parental leave

- 15.1** Where an Employee (other than a casual or fixed-term Employee) has completed 12 months' continuous service and is granted unpaid parental leave in accordance with the NES to have primary responsibility for the care of the child, and the unpaid parental leave is taken immediately following the birth or adoption of the child, the Employee is entitled to paid parental leave equivalent to four (4) weeks' salary at the Employee's ordinary rate of pay.
- 15.2** The payment in clause 15.1:
 - (a)** is payable from the date of birth or placement of the child and is paid at the time salary payments are made;
 - (b)** accrues annual leave (but does not accrue Non-term weeks for Teachers), personal/carer's leave and long service leave;
 - (c)** is not payable during a period of paid leave;
 - (d)** is payable to one Employee only where the Employer employs both parents of the child.
- 15.3** If an Employee takes less than 4 weeks parental leave, the Employee will be paid for the period of leave taken.
- 15.4** An Employee must have completed a minimum of 12 months' continuous service when returning from parental leave before being eligible for a payment pursuant to clause 15.1 for the birth or placement of a second or subsequent child.

16. Family violence leave

16.1 Definitions

- (a) **Family violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and which causes harm to the Employee or causes the Employee to be fearful.
- (b) **Family member** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee;
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Note: For this clause, a spouse or de facto partner includes a former spouse or a former de facto partner.

- (c) **Sensitive personal information** means information that identifies the Employee and discloses the Employee's experience of being subjected to family violence.

16.2 Leave entitlement

- (a) A full-time Employee, other than a casual employee, who is subject to an act or acts of family violence, is entitled to five days of paid family violence leave in a school year.
- (b) A part-time Employee is entitled to pro rata of five days' paid family violence leave in accordance with the Employee's time fraction.
- (c) Family violence leave may be taken as:
 - (i) a continuous period;
 - (ii) a single period of one day; or
 - (iii) any separate period/s of less than one day which the Employer and Employee agree.
- (d) Family violence leave is not cumulative from year to year.

16.3 Purpose of leave

- (a) Family violence leave is for:
 - (i) meeting with police to report on an incident of family violence (including any required ongoing attendance with police);
 - (ii) attending legal proceedings, counselling, appointments with medical, financial or legal professionals;

- (iii) attending a support service providing support to persons experiencing family violence;
- (iv) relocation or the making of other safety arrangements;
- (v) other activities reasonably associated with the experience of family violence.

16.4 Notice and evidentiary requirements

- (a) An employee must give notice to the Principal, or the Principal's delegate, of the taking of leave under this clause.
- (b) The notice:
 - (i) must be given as soon as practicable (which may be at a time after the leave has commenced); and
 - (ii) must advise of the period, or expected period, of the leave.
- (c) If requested by the Employer, the Employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in cl.16.3(a). Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), a family violence support service or a lawyer, or the Employee may provide a statutory declaration.
- (d) The Employer will not place the documentary evidence provided under clause 16.4(c) on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:
 - (i) the dates that family violence leave was taken; and
 - (ii) that documentary evidence was sighted by the Employer.
- (e) Sensitive personal information provided by the Employee to the Employer concerning family violence will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and/or safety of any individual.

17. Performance and conduct management

17.1 Application

The Employer will not be required to commence a performance or conduct management procedure, as detailed in this clause:

- (a) where an Employee's employment is terminated during the minimum employment period as defined in the Act; or
- (b) for a casual Employee.

17.2 Performance Management

- (a)** Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- (b)** A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - (i)** the Employer's concern(s) with the Employee's performance;
 - (ii)** the time, date and place of the first formal meeting to discuss the Employee's performance;
 - (iii)** the Employee's right to be accompanied by a support person of the Employee's choice at all meetings scheduled to discuss the Employee's performance;
 - (iv)** the Employer's right to terminate the employment should the procedure not resolve the Employer's concern(s).
- (c)** Formal performance management meetings will
 - (i)** include discussion of the Employer's concern(s) with the Employee's performance;
 - (ii)** give the Employee an opportunity to respond to the Employer's concern(s);
 - (iii)** include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - (iv)** include documentation, where appropriate;
 - (v)** set periods of review, as appropriate.
- (d)** If, after following the procedure in this clause, 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.

17.3 Conduct Management

- (a)** Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.
- (b)** The Employer will advise the Employee in writing of:
 - (i)** the Employer's concern(s) with the Employee's conduct;
 - (ii)** the time, date and place of the meeting to discuss the Employee's conduct;
 - (iii)** the Employee's right to be accompanied by a support person of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;

- (iv) the Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- (c) The formal conduct management meeting(s) will:
 - (i) include discussion of the Employer's concern(s) with the Employee's conduct;
 - (ii) give the Employee an opportunity to respond to the Employer's concern(s).
- (d) Concern(s) with an Employee's conduct may be resolved by:
 - (i) issuing the Employee with a warning or a final warning in writing;
 - (ii) terminating the employment of the Employee in accordance with the relevant notice provision;
 - (iii) 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;
 - (iv) other action, appropriate to the situation;
 - (v) taking no further action.

Part 4 - Conditions for Teachers

18. Ordinary Hours of Work – Early Childhood Teachers

An Early Childhood Teacher's ordinary hours of work are in accordance with clause 19 of the Teachers Award, therefore clause 14.2 and Schedule B of the Teachers Award do not apply to an Early Childhood Teacher.

19. Salary

The minimum rates of pay for a full-time Teacher are provided by Schedule A - Teacher Salaries.

Part 5 - Conditions for General Staff

20. Salary

The Employer will pay an adult General Staff Employee not less than the salary specified for the Employee's classification in Schedule B - General Staff Salaries.

Executed as an agreement on this

day of December 2017

EMPLOYER REPRESENTATIVE

Signed:



Date:

19/12/2017

Name in full (printed):

KERIM BUDAY

Position title:

MANAGING DIRECTOR

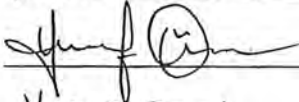
Authority to sign explained: MANAGING DIRECTOR, EMPLOYER REPRESENTATIVE

Address:

30 INVERLOCH CRESCENT

DALLAS VIC 3047

Witnessed by:



Witness name in full:

YUSUF OZEN

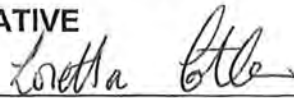
Witness address:

30 INVERLOCH CRESCENT, DALLAS

VIC 3047

EMPLOYEE REPRESENTATIVE

Signed:



Date:

21/12/17

Name in full (printed):

LORETTA COTTER

Position title:

DEPUTY GENERAL SECRETARY, IEUA

Authority to sign explained: EMPLOYEE REPRESENTATIVE

Address:

120 CLARENDON ST

SOUTH MELBOURNE 3205

Witnessed by:



Witness name in full:

CATHRYN MARGARET HICKEY

Witness address:

120 CLARENDON ST, SOUTH MELBOURNE

3205

Schedule A— Teacher Salaries

A.1 Annual rate of pay for a full-time School Teacher

A.1.1 Instead of clause 14.1 of the Teachers Award, the annual salaries in the following table apply for a full-time School Teacher (except a School Teacher granted Permission to Teach) from the first pay period commencing on or after:

Level	<u>1/12/17</u>	<u>1/02/18</u>
1	54,100	54,200
2	55,200	55,300
3	63,050.04	64,942
4	65,475.70	67,440
5	67,424.28	69,447
6	69,367.82	71,449
7	71,052.70	73,184
8	75,202.49	77,459
9	77,407.73	79,730
10	79,481.11	81,866
11	81,816.19	84,271
12	84,016.39	86,537
13	86,217.60	90,528

A.1.2 Annual Salary Increase

The Employer will provide a 3% salary increase per annum to School Teachers from the first pay period commencing on or after 1 February for each of 2019, 2020 and 2021.

A.1.3 Annual Leave Loading

The annual salaries in Sch.A.1.1 do not include annual leave loading.

A.1.4 Progression

(a) Instead of cl.13.4(b) and (c) of the Teachers Award:

- (i) a full-time School Teacher who is four year trained will commence on level 3 of the salary scale in Sch.A.1.1 and will progress according to normal years of service to level 13; and
- (ii) a full-time School Teacher who is five year trained will commence on level 4 of the salary scale in Sch.A.1.1 and progress according to normal years of service to level 13.

- (b) A School Teacher employed for 40% or less of a full-time teaching load will be required to complete 24 months' service before progressing to the next level.

A.1.5 Part-time School Teacher

A part-time School Teacher will be paid pro rata of the applicable salary level in Sch.A.1.1.

A.2 Annual rate of pay for a full-time Early Childhood Teacher

A.2.1 Instead of clause 14.1 of the Teachers Award, the annual salaries in the following table apply for a full-time Early Childhood Teacher from the first pay period commencing on or after:

<u>Scale A</u>		<u>Scale B</u>	
Level		Level	
	1/12/17		1/02/18
1	54,029.86	1	54,200
2	55,143.90	2	55,300
3	56,643.48	3	64,942
4	58,687.07	4	67,440
5	60,733.03	5	69,447
6	62,634.71	6	71,449
7	64,538.75	7	73,184
8	66,582.34	8	77,459
9	68,627.12	9	79,730
10	70,671.89	10	81,866
11	72,716.67	11	84,271
12	74,760.26	12	86,537
		13	90,528

A.2.2 Salary Scale Translation

The classification and progression of an Early Childhood Teacher in Scale A is in accordance with the Teachers Award. From the first pay period commencing on or after 1 February 2018, the classification of an Early Childhood Teacher will translate to the classification level of Scale B in Sch.A.2.1 according to the following translation table:

Scale A	Scale B
1	1
2	2
3 – 4 year-trained entry	3 – 4 year-trained entry

4 – 5 year-trained entry	4 – 5 year-trained entry
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
After the completion of Level 12	13

A.2.3 Annual Salary Increase

The Employer will provide a 3% salary increase per annum to Early Childhood Teachers from the first pay period commencing on or after 1 February for each of 2019, 2020 and 2021.

A.2.4 Annual Leave Loading

The annual salaries in Sch.A.2.1 do not include annual leave loading.

A.2.5 Progression

(a) Instead of cl.13.4(b) and (c) of the Teachers Award:

- (i) from the first pay period commencing on or after 1 February 2018, a full-time Early Childhood Teacher who is four year trained (or less than four year trained) will commence on level 3 of Scale B in Sch.A.2.1 and will progress according to normal years of service to level 13; and
- (ii) from the first pay period commencing on or after 1 February 2018, a full-time Early Childhood Teacher who is five year trained will commence on level 4 of Scale B in Sch.A.2.1 and progress according to normal years of service to level 13.

(b) An Early Childhood Teacher employed for 40% or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

A.2.6 Part-time Early Childhood Teacher

A part-time Early Childhood Teacher will be paid pro rata of the applicable salary level in Sch.A.2.1.

A.3 Annual rate of pay for a full-time Teacher granted Permission to Teach

A.3.1 Instead of cl.14.1 of the Teachers Award, the annual salary for a full-time Teacher granted Permission to Teach at 1 December 2017 is set out in the table below:

Level

	\$
1	54,344.96
2	55,465.92
3	56,973.69
4	59,030.09
5	61,087.37

A.3.2 Annual Salary Increase

The Employer will provide a 3% salary increase per annum to Teachers granted Permission to Teach from the first pay period commencing on or after 1 February for each of 2018, 2019, 2020 and 2021.

A.3.3 Annual Leave Loading

The annual salaries in Sch.A.3.1 do not include annual leave loading.

A.3.4 Progression

- (a) Instead of cl.13.4 of the Teachers Award, a full-time Teacher granted Permission to Teach will commence on level 1 of the salary scale in Sch.A.3.1 and progress according to normal years of service to level 5.
- (b) A part-time Teacher granted Permission to Teach employed for 40% or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.
- (c) Where a Teacher granted Permission to Teach receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified at the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

A.3.5 Part-time Teachers granted Permission to Teach

A part-time Teacher granted Permission to Teach will be paid pro rata of the applicable salary level in Sch.A.3.1.

A.4 Casual Teacher Salary

- A.4.1** The salary payable to a casual Teacher will be at least one dollar more than the applicable salary in the Teachers Award.

Schedule B — General Staff Salaries

B.1 Annual rate of pay – General Staff Employees except for Preschool/childcare services

B.1.1 Instead of clause 15.1 of the General Staff Award, the annual salary for a full-time adult General Staff Employee (except for a General Staff Employee employed in Preschool/childcare services) at 1 December 2017 is set out in the table below:

Classification Level	\$
Level 1	
1.1	46,284.09
1.2	48,062.96
1.3	49,801.71
Level 2	
2.1	50,191.93
2.2	51,772.22
Level 3	
3.1	52,404.98
3.2	53,351.43
Level 4	
4.1	55,320.86
4.2	58,083.67
Level 5	
5.1	59,976.56
5.2	62,853.64
Level 6	
6.1	63,873.85
6.2	68,208.24
Level 7	
7.1	70,214.18
7.2	72,461.21
7.3	74,707.18
Level 8	
8.1	81,363.68

B.1.2 Annual Salary Increase

The Employer will provide a 3% salary increase per annum to General Staff Employees (except General Staff Employees employed in Preschool/childcare services) from the first pay period commencing on or after 1 February for each of 2018, 2019, 2020 and 2021.

B.1.3 Annual Leave Loading

The annual salaries in Sch.B.1.1 do not include annual leave loading.

B.1.4 Part-time General Staff Employee

A part-time General Staff Employee will be paid pro rata of the applicable salary level in Sch.B.1.1.

B.2 Annual Rate of Pay – General Staff Employees employed in Preschool/childcare services

B.2.1 Instead of clause 15.1 of the General Staff Award, the annual salary for a full-time adult General Staff Employee employed in Preschool/childcare services at 1 December 2017 is set out in the table below:

Classification Level	\$
Level 1	
1.1	41,709.17
1.2	43,308.09
1.3	44,882.17
Level 2	
2.1	45,233.42
2.2	46,652.58
Level 3	
3.1	47,226.16
3.2	48,077.65
Level 4	
4.1	49,855.15
4.2	52,348.15
Level 5	
5.1	54,051.14
5.2	56,643.48
Level 6	
6.1	58,674.06

6.2	62,666.64
Level 7	
7.1	64,505.63
7.2	66,572.88
7.3	68,627.12
Level 8	
8.1	74,742.52

B.2.2 Annual Salary Increase

The Employer will provide annual salary increases to General Staff Employees employed in Preschool/childcare services from the first pay period commencing on or after 1 February as follows:

- (a) 2018 – 5%;
- (b) 2019 – 4%;
- (c) 2020 – 4%;
- (d) 2021 – 3%.

B.2.3 Annual Leave Loading

The annual salaries in Sch.B.2.1 do not include annual leave loading.

B.2.4 Part-time General Staff Employee

A part-time General Staff Employee will be paid pro rata of the applicable salary level in Sch.B.2.1.