



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

AFIC Schools (Victoria) Limited T/A Islamic College of Melbourne
(AG2015/3682)

ISLAMIC COLLEGE OF MELBOURNE (TEACHERS) AGREEMENT 2015

Educational services

COMMISSIONER WILSON

MELBOURNE, 13 AUGUST 2015

Application for approval of the Islamic College of Melbourne (Teachers) Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Islamic College of Melbourne (Teachers) Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by AFIC Schools (Victoria) Limited T/A Islamic College of Melbourne. The agreement is a single enterprise agreement.

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

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

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

[5] The Agreement was approved on 13 August 2015 and, in accordance with s.54, will

operate from 20 August 2015. The nominal expiry date of the Agreement is 13 August 2019.



COMMISSIONER

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Annexure A

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Commissioner Wilson

Fair Work Commission

11 Exhibition Street, Melbourne Victoria 3000

GPO Box 1994, Melbourne Victoria 3001

Via email: Chambers.Wilson.C@fwc.gov.au

6 August 2015

Dear Commissioner Wilson

Re: AG2015/3682 - Application for approval of the Islamic College of Melbourne (Teachers) Agreement 2015

I refer to the Preliminary Findings in this matter.

Nominal Expiry Date

You have advised that section 186(5)(b) of the *Fair Work Act 2009 (Cth)* (the Act) provides that an enterprise agreement expiry date must not be more than 4 years after the day on which the Commission approves the agreement.

Clause 2.2 of the proposed Islamic College of Melbourne (Teachers) Agreement 2015 (the Agreement) provides the nominal expiry date of the Agreement to be 4 years from the operative date of the Agreement, (that is, 4 years after the seventh day after the date of approval by the Commission).

Faith Knowledge Success

Islamic College of Melbourne hereby undertakes that the expiry date of the Agreement will be not more than 4 years after the day on which the Commission approves the Agreement.

Individual Flexibility Arrangement

You have advised that section 203(6)(a) of the Act requires that any flexibility term must require the employer to ensure that any such agreement must be able to be terminated by either party with written notice of not more than 28 days.

Clause 8.5(a) of the Agreement in relation to Agreement Flexibility states:

“8.5 The Employer or the Teacher may terminate the individual flexibility arrangement:

(a) by giving ten (10) weeks’ written notice to the other party to the arrangement.”

Islamic College of Melbourne hereby undertakes that an arrangement entered into in accordance with clause 8.5(a) of the Agreement may be terminated by giving 28 days’ written notice to the other party.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Dr Abdul Kamareddine', written over a horizontal line. The signature is stylized and cursive.

Dr Abdul Kamareddine

Principal

Islamic College of Melbourne (Teachers) Agreement 2015

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Part 1—Application and Operation

1. Title

This Agreement is to be known as the *Islamic College of Melbourne (Teachers) Agreement 2015* (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 from the operative date.

3. Definitions and interpretation

| | |
|-------------------------|---|
| Act | means the <i>Fair Work Act 2009</i> (Cth) or its successor |
| Award | means the <i>Educational Services (Teachers) Award 2010</i> or its successor |
| Employer | means Islamic College of Melbourne, ABN 44 127 774 298 |
| FWC | means the Fair Work Commission or its successor |
| 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 Teacher, or• a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Teacher, where: <ul style="list-style-type: none">• a de facto partner of a Teacher means a person who, although not legally married to the Teacher, lives with the Teacher in a relationship as a couple on a genuine domestic basis (whether the Teacher 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 Teacher or of the Teacher's spouse or de facto partner |

| | |
|--|--|
| Medical Practitioner | means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia |
| 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 |
| Principal | means the Principal of Islamic College of Melbourne or his or her nominee |
| Teacher | means a person who holds Full or Provisional Registration or Permission to Teach granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of 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 qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called |
| School year | means the period of 12 months commencing from the day the Teachers are required to attend the school for the new educational year, as determined by the school, and includes Term weeks and Non-term weeks |
| 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 |

4. Coverage

4.1 This Agreement covers:

- (a) the Employer; and
- (b) Teachers employed pursuant to the Award.

4.2 This Agreement does not cover:

- (a) Teachers excluded from coverage under the Award by cl.4.6 of the Award; and

- (b) any Teacher who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (Cth) from time to time.

5. Relationship to the Award

- 5.1 This Agreement operates in conjunction with the Award.
- 5.2 Where this Agreement prescribes different or inconsistent terms and conditions from the Award, this Agreement will prevail to the extent of the difference or inconsistency.

6. No extra claims

The Employer and Teachers 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 Teachers, 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 a Teacher 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 The Employer and a Teacher 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) allowances;
 - (iii) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and the Teacher in relation to one or more of the matters mentioned in paragraph (a);
 - (c) the arrangement is genuinely agreed to by the Employer and the Teacher. An agreement under this clause can only be entered into after the individual Teacher 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 Teacher being better off overall at the time the agreement is made than the Teacher 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 the Teacher; and
- (c) is signed by the Employer and the Teacher and if the Teacher is under 18 years of age, signed by a parent or guardian of the Teacher; 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 Teacher 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 Teacher a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

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

- (a) by giving ten (10) weeks' written notice to the other party to the arrangement;
or
- (b) if the Employer and the Teacher 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 Teacher 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 Teachers; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Teachers.

Major change

- 9.2** For a major change referred to in cl.9.1(a):
- (a) the Employer must notify the relevant Teachers of the decision to introduce the major change; and
 - (b) cll.9.3 to 9.9 apply.
- 9.3** The relevant Teachers may appoint a representative for the purposes of the procedures in this clause.
- 9.4** If:
- (a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation, and
 - (b) the Teacher or Teachers 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 Teachers:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Teachers; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Teachers; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant Teachers:
 - (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 Teachers; and
 - (iii) any other matters likely to affect the Teachers.
- 9.6** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.
- 9.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.
- 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 Teachers if it results in:

- (a) the termination of the employment of Teachers; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Teachers; 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 Teachers; or
- (f) the need to relocate Teachers to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

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

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

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

9.12 If:

- (a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation, and
- (b) the Teacher or Teachers 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 Teachers the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant Teachers:
 - (i) information about the proposed change (for example, information about the nature of the change to the Teacher'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 Teachers; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Teachers; and
- (c) invite the relevant Teachers 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 Teachers.
- 9.15** The Employer must give genuine consideration to matters raised about the change by the relevant Teachers.
- 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 a Teacher, or
 - (b) to the spread of hours over which the Teacher’s ordinary hours are required to be worked, or
 - (c) to the days over which the Teacher is required to work,
- cil.9.11 to 9.15 will apply.

In this clause:

relevant Teachers means the Teachers 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** A Teacher 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 Teacher or Teachers 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) a Teacher 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) a Teacher 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 Teacher to perform; or
 - (iv) there are other reasonable grounds for the Teacher 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 of Employment

11. Personal/carer's leave

11.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

11.2 For a full-time Teacher, other than a casual Teacher, the personal/carer's leave entitlement equates to fifteen (15) days per year of service. A part-time Teacher is entitled to paid personal/carer's leave on a pro rata basis based on their ordinary hours of work. Personal/carer's leave accrues progressively during a year of continuous service according to the Teacher's ordinary hours of work.

11.3 Notice and evidentiary requirements

- (a) A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.
- (b) A Teacher is entitled to personal/carer's leave provided that the Teacher produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer:
 - (i) for any absence of more than two consecutive days;
 - (ii) for any absence continuous with a public holiday to which the Teacher is entitled;
 - (iii) for any absence continuous with a School determined religious holiday to which the Teacher is entitled;
 - (iv) for any absence continuous with a Monday or a Friday in or the first or last day of a term which would not otherwise require the provision of evidence; and
 - (v) where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one School year.

11.4 Other purpose leave

- (a) At the commencement of a School year, 20 per cent of a Teacher's annual personal/carer's leave entitlement for that School year will be regarded as being available for other purpose leave in that School year. For example, other purpose leave for a full time Teacher who gives service for a full School year will be three (3) days. A Teacher who is employed on a part-time basis and/or who gives service for less than the full School year will be entitled to pro rata of three (3) days' other purpose leave.
- (b) In any School year, a Teacher cannot access more than 20 per cent of the Teacher's annual personal/carer's leave entitlement for that School year as other purpose leave.
- (c) A Teacher must:
 - (i) request other purpose leave in writing and provide the reason for requesting leave;

- (ii) make the request not less than one week prior to the proposed commencement time of the leave, unless in the opinion of the Employer, such notice would not be reasonable; and
 - (iii) take other purpose leave as a full day or a half day.
- (d) The approval of a request for other purpose leave is at the complete discretion of the Principal.

12. Compassionate leave

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

13. Long service leave

- 13.1 Long service leave is as provided by the NES except where this Agreement provides ancillary or supplementary terms.
- 13.2 **Applications for long service leave**
- (a) Applications for long service leave must be for a period of one term.
 - (b) An application is granted at the discretion of the Principal after considering the operational requirements of the School.
 - (c) Applications must be in writing and submitted to the Principal at least two terms before the proposed commencement date of the long service leave.
 - (d) A Teacher may apply for leave without pay in conjunction with long service leave where a Teacher does not have an amount of accrued long service leave equalling one term.
 - (e) A Teacher may apply to take their pro-rata long service leave entitlement to long service leave upon completion of seven years of continuous employment.

14. Parental leave

Parental leave is as provided for by the NES.

15. Parental allowance

- 15.1 A Teacher (other than a casual or fixed term Teacher) may be entitled to a parental allowance in connection with the birth or adoption of a child.

- 15.2** Where a Teacher 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 Teacher is entitled to an allowance equal to two (2) weeks' salary at the Teacher's ordinary rate of pay.
- 15.3** The parental allowance will be paid to the Teacher following the Teacher's notification to the School of the birth or adoption of a child.
- 15.4** The parental allowance is a one-off bonus payment and does not constitute paid leave. The parental allowance does not accrue leave entitlements.
- 15.5** A Teacher who is eligible for a second or subsequent period of unpaid parental leave under the NES will only be entitled to the parental allowance where a minimum of 12 months' continuous service has been completed with the Employer since the previous payment of the parental allowance.
- 15.6** Where the Employer employs both parents of the child, only one parent will be entitled to receive an allowance in accordance with cl.15.2.

16. Performance and conduct management

16.1 Application

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

- (a) where a Teacher's employment is terminated during the minimum employment period (the first six months) of the Teacher's employment; or
- (b) for a casual Teacher.

16.2 Performance Management

- (a) Where the Employer is considering termination of employment for reasons related to the Teacher's performance, the Employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the Employer advising the Teacher in writing of:
 - (i) the Employer's concern(s) with the Teacher's performance;
 - (ii) the time, date and place of the first formal meeting to discuss the Teacher's performance;
 - (iii) the Teacher's right to be accompanied by a nominee of the Teacher's choice at all meetings scheduled to discuss the Teacher'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 Teacher’s performance;
 - (ii) give the Teacher an opportunity to respond to the Employer’s concern(s);
 - (iii) include discussion of any counselling or assistance, where appropriate, available to the Teacher;
 - (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 Teacher, then the Employer will give the required period of notice or payment in lieu of notice.

16.3 Conduct Management

- (a) Where the Employer is considering termination of employment for reasons related to a Teacher’s conduct, the Employer will implement the procedure in this clause.
- (b) The Employer will advise the Teacher in writing of:
 - (i) the Employer’s concern(s) with the Teacher’s conduct;
 - (ii) the time, date and place of the meeting to discuss the Teacher’s conduct;
 - (iii) the Teacher’s right to be accompanied by a nominee of the Teacher’s choice at any meeting scheduled to discuss the Teacher’s conduct;
 - (iv) the Employer’s right to terminate the Teacher’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 Teacher’s conduct;
 - (ii) give the Teacher an opportunity to respond to the Employer’s concern(s).
- (d) Concern(s) with a Teacher’s conduct may be resolved by:
 - (i) summary dismissal, where the Teacher 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;
 - (ii) issuing the Teacher with a warning or a final warning in writing;
 - (iii) terminating the employment of the Teacher in accordance with the relevant notice provision;
 - (iv) other action, or no further action, as appropriate to the situation.

17. Redundancy

Redundancy pay is provided for in the NES. However, a Teacher (excluding a casual Teacher) who has completed 10 years or more of continuous service with the Employer will be entitled to 18 weeks' redundancy pay.

18. Salary

The minimum rates of pay for a full-time Teacher, except for a casual Teacher, are provided in Schedule A - Teacher Salaries.

19. Staff performance review – progression from salary level 1-5 to salary level 2-1

19.1 Except for casual Teachers, the Employer will conduct a performance review to determine whether a Teacher is to progress from salary level 1-5 to salary level 2-1 as set out in Schedule A.1. The Employer will use criteria developed in accordance with the guidelines set out at cl 19.2 to determine whether the Teacher should advance to salary level 2-1.

19.2 Guidelines for developing criteria are:

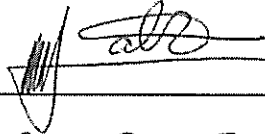
- (a) Knowledge of the curriculum, teaching methodology, teaching strategies, student learning processes and current educational trends;
- (b) Practical teaching skills in, inter alia, planning activities and presenting curriculum content, the areas of student and classroom management, and the identification and management of individual learning needs;
- (c) The application of appropriate assessment and reporting strategies to monitor and record student learning progress and the effective communication of this information to students, teachers, parents or guardians and others;
- (d) The development of constructive relationships with students in a classroom environment that is safe and supportive to the needs of individual students; and
- (e) The performance of all responsibilities in a professional manner which supports and implements the school's policies, goals and ethos.

19.3 Advancement of the Teacher to level 2-1 will not be unreasonably withheld by the Employer.

EXECUTED as an agreement this 18th day of June 2015

EMPLOYER REPRESENTATIVE

Signed:



Date:

18-06-2015

Name in full (printed):

Abdul M. Kamareddine

Position title:

Principal

Authority to sign explained:

Employer Representative

Address:

PO Box 8153

Tarneit, VIC 3029

Witnessed by:

Dr. Mahmood Eidi 

Witness name in full:

Dr Mahmood Mustafa Eidi

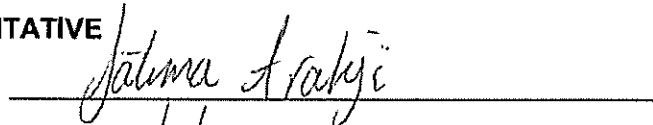
Witness address:

12A Nunn Ave

Truganina, VIC 3029

EMPLOYEE REPRESENTATIVE

Signed:



Date:

18/6/15

Name in full (printed):

Fatima Arakji

Position title:

Head of Primary

Authority to sign explained:

Bargaining Representative

Address:

PO BOX 8153

Tarneit, VIC 3029

Witnessed by:

Dr Mahmood Mustafa Eidi

Witness name in full:

Dr Mahmood Mustafa Eidi

Witness address:

12A Nunn Ave

Truganina, VIC 3029

Schedule A— Teacher Salaries

A.1 Annual rate of pay

Instead of cl.14.1 of the Award, the salary for a full-time Teacher (except for casual Teachers) will be not less than the rate of pay prescribed by the following table.

| | 10 June 2015 | 1 February 2016 | 1 February 2017 | 1 February 2018 |
|--------------|--------------|-----------------|-----------------|-----------------|
| Level | | | | |
| 2-6 | 91276 | 93558 | 94259.50 | 94961 |
| 2-5 | 81375 | 81776 | 84780.50 | 87785 |
| 2-4 | 78759 | 79128 | 81894.50 | 84661 |
| 2-3 | 76227 | 76565 | 79106.50 | 81648 |
| 2-2 | 73554 | 73878 | 76310 | 78742 |
| 2-1 | 71299 | 71589 | 73764.50 | 75940 |
| 1-5 | 69114 | 69372 | 71305 | 73238 |
| 1-4 | 66997 | 67224 | 68927.50 | 70631 |
| 1-3 | 65100 | 65289 | 66703.50 | 68118 |
| 1-2 | 61851 | 62091 | 63892.50 | 65694 |
| 1-1 | 61199 | 61334 | 62345 | 63356 |

A.2 Annual Leave Loading

The annual salary in Sch.A.1 does not include annual leave loading.

A.3 Part-time Teacher

A part-time Teacher will be paid pro rata, at the same rate as a full-time Teacher in the same classification.

A.4 Progression

A.4.1 Instead of cl.13.4 of the Award, a full-time Teacher, whether four year trained or five year trained, will commence on Level 1 of the salary scale in A.1 of this Schedule and will progress according to normal years of service.

A.4.2 A 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.

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Commissioner Wilson

Fair Work Commission

11 Exhibition Street, Melbourne Victoria 3000

GPO Box 1994, Melbourne Victoria 3001

Via email: Chambers.Wilson.C@fwc.gov.au

6 August 2015

Dear Commissioner Wilson

Re: AG2015/3682 - Application for approval of the Islamic College of Melbourne (Teachers) Agreement 2015

I refer to the Preliminary Findings in this matter.

Nominal Expiry Date

You have advised that section 186(5)(b) of the *Fair Work Act 2009 (Cth)* (the Act) provides that an enterprise agreement expiry date must not be more than 4 years after the day on which the Commission approves the agreement.

Clause 2.2 of the proposed Islamic College of Melbourne (Teachers) Agreement 2015 (the Agreement) provides the nominal expiry date of the Agreement to be 4 years from the operative date of the Agreement, (that is, 4 years after the seventh day after the date of approval by the Commission).

Islamic College of Melbourne hereby undertakes that the expiry date of the Agreement will be not more than 4 years after the day on which the Commission approves the Agreement.

Individual Flexibility Arrangement

You have advised that section 203(6)(a) of the Act requires that any flexibility term must require the employer to ensure that any such agreement must be able to be terminated by either party with written notice of not more than 28 days.

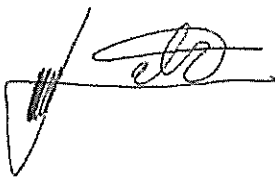
Clause 8.5(a) of the Agreement in relation to Agreement Flexibility states:

“8.5 The Employer or the Teacher may terminate the individual flexibility arrangement:

(a) by giving ten (10) weeks’ written notice to the other party to the arrangement.”

Islamic College of Melbourne hereby undertakes that an arrangement entered into in accordance with clause 8.5(a) of the Agreement may be terminated by giving 28 days’ written notice to the other party.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Dr Abdul Kamareddine', written over a horizontal line. The signature is stylized and includes a large, sweeping flourish on the right side.

Dr Abdul Kamareddine

Principal