



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Life Education Victoria
(AG2018/466)

LIFE EDUCATION GROUP ENTERPRISE AGREEMENT 2017

Educational services

COMMISSIONER JOHNS

SYDNEY, 4 JUNE 2018

Application for approval of the Life Education Group Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Life Education Group Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Life Education Victoria. 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] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 June 2018. The nominal expiry date of the Agreement is 4 June 2022.



COMMISSIONER

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Annexure A

Dear Commissioner Johns

Written undertakings under section 190 of the Fair Work Act 2009 by Life Education Victoria regarding AG2018/466 - Application for approval of the Life Education Group Enterprise Agreement 2017

Life Education Victoria hereby undertakes the following in relation to the Life Education Group Enterprise Agreement 2017:

Clause 32.8

In the event of an overpayment, or where an employee owes any amounts to the employer, the employer will ensure that authorisation is provided and that agreement is reached regarding the method of repayment, prior to applying clause 32.8 which provides for the withholding the value of such amounts or overpayments from any monies or payments owing.

Life Education Victoria confirms that the effect of the undertaking set out above will ensure that any deductions which may arise due to overpayments comply with s324 of the Fair Work Act 2009 and have been authorised by the impacted employee.

Signature



Cassie Fox

On behalf of Andrew Bennetto
Chief Executive Officer

30 May 2018

Dear Commissioner Johns

Written undertakings under section 190 of the Fair Work Act 2009 by Life Education Victoria regarding AG2018/466 - Application for approval of the Life Education Group Enterprise Agreement 2017

Life Education Victoria hereby undertakes the following in relation to the Life Education Group Enterprise Agreement 2017:

Averaging of Hours

A full-time employee may work an average of 38 hours per week on one of the following bases:

- an average of 38 hours over a work cycle not exceeding seven consecutive days;
- an average of 76 hours over a work cycle not exceeding 14 consecutive days; or
- an average of 152 hours over a work cycle not exceeding 28 consecutive days; and
- not more than 10 consecutive hours, exclusive of meal breaks (except if paid for at overtime rates) in any one day

Span of Hours

Life Education Victoria undertake to ensure that the span of hours in which ordinary hours of work can be performed are defined as those hours worked continuously, except for meal breaks, on any of the days from Monday to Friday (inclusive) between 7.00 am and 7.00 pm provided that an employee may be required to work until 8.00 pm up to a maximum of eight weekdays within a 28 day period without the entitlement to overtime if the ordinary hours worked do not exceed the number of hours within the nominated cycle. Provided further that the spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned.

Signature



Cassie Fox

On behalf of Andrew Bennetto
Chief Executive Officer

30 May 2018

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Life Education Victoria

Enterprise Agreement 2017

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement is to be known as the Life Education Group Enterprise Agreement 2017 (the 'Agreement') and is an Enterprise Agreement made pursuant to the Fair Work Act 2009.

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3. OPERATION OF AGREEMENT

3.1 Operation

The Agreement shall operate 7 days after it is formally approved by the Fair Work Commission.

3.2 Nominal Expiry Date

The nominal expiry date of the Agreement shall be four years from the date of approval of the Agreement by the Fair Work Commission.

4. PARTIES BOUND

This Agreement binds:

- i) the Employer
- ii) those Employees of the Employer, who are engaged within the classifications in Schedule 2 of this Agreement employed in Victoria;
- iii) the Trainee Educators employed in Victoria; and
- iv) the Union

5. RELATIONSHIP WITH THE AWARD AND THE NES

This Agreement shall be read and interpreted in conjunction with the NES provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee shall take precedence. Unless expressly specified otherwise, this Agreement overrides the operation of any award, industrial instrument or previous agreement.

6. ENTERPRISE FLEXIBILITY

The model flexibility term contained in the Act will apply to this Agreement.

7. DEFINITIONS

Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
Award	means any Award that would cover employment but for this Agreement
Casual Employee	means an Employee employed as such on a day to day basis pursuant to clause 10.4
Educator	means an Employee who is expressly required by the Employer to hold a current Victorian Institute of Teaching (VIT) registration (or other State equivalent), and has recognised qualifications and experience in Education and/or Teaching, and who has satisfactorily completed basic training as a Trainee Educator. An Educator's role may include assisting the Employer in developing program content, curriculum and when requested, presenting to other Educators, Program Facilitators or other interested individuals, the educational merits of the Life Education Programs.
Employee	means an Educator, Program Facilitator or a Trainee Educator covered by this Agreement

Employer	means Life Education Victoria
Existing Educator	<p>means an Educator employed by the Employer in a full time or part time capacity, at the date this Agreement came into operation (but does not include any Program Facilitator or any Employee engaged after this date).</p> <p>An Educator employed at the date of registration of this agreement will retain their Educator status irrespective of VIT registration.</p>
Experience	means experience of teaching or experience as an Educator after achieving the training necessary for registration as an Educator and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching or educator appointment
Fixed Term Employee	means an Employee employed pursuant to clause 10.3 of this Agreement.
Full Time Employee	means an Employee employed pursuant to clause 10.1 of this Agreement.
FWC	means the Fair Work Commission
Immediate Family	<p>means</p> <ul style="list-style-type: none"> • 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 includes a same-sex partner; 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.
Mentor Educator	means an Educator who is allocated a Trainee Educator to mentor as part of their duties.
NES	means National Employment Standards
Part Time Employee	means an Employee employed pursuant to clause 10.2 of this Agreement
Program Facilitator	means a person whose role primarily involves the promotion and delivery of health and wellbeing Life Education programs, but who is not required by the Employer to hold a current VIT registration (or other State Equivalent).
School Holidays	<p>means a school holiday period when the Employer will be in a period of education shutdown.</p> <p>School holidays means a period of time when:</p> <ul style="list-style-type: none"> - An Educator will not be required to attend work, with the exception of professional development days and will experience no deduction in pay. - A Program Facilitator will not be required to attend work during school holiday periods, with the exception of professional development days, and will be taken to be on a period of additional leave in accordance with clause 16.6.

School Year	means the twelve months from the day that Employees are required to attend the work for the new educational year
Session	means the delivery or presentation of a Life Education Program
Trainee Educator	means a person who is training to become an Educator
Trainee Program Facilitator	means a person who is training to become an Program Facilitator
Union	means Independent Education Union of Australia

8. DISPUTE RESOLUTION PROCEDURE

In relation to any matter arising out of this Agreement or the NES that may be in dispute ('the Matter') between the Employer and the Employee ('the Parties') as parties to this agreement, the Parties will undertake the following steps:

Step 1

Every attempt will be made to resolve the matter by discussions between the Parties at the workplace level. This does not preclude the right of either party to seek advice from outside the Employer, nor does it necessitate such an approach where this is impracticable.

Step 2

Where the matter is not resolved by Step 1, either party may seek the assistance of a representative in order that a further attempt may be made to resolve the matter.

Step 3

Where the Parties are unable to resolve the matter, they may agree to refer it to a mutually acceptable mediator for resolution. Either party may seek the assistance of representative. The Parties agree to follow the recommendations of the mediator.

Step 4

In the event that Steps 1, 2 and 3 fail to resolve the matter or the Parties cannot agree on a mediator under Step 3, it may be referred by either party to the FWC. In normal circumstances, the matter should not be referred by either party to the FWC prior to the completion of Steps 1 and 2, and where agreed, Step 3.

The Parties agree that during the time when the Parties attempt to resolve the matter, the Parties continue to work in accordance with their contract of employment and cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

9. CONSULTATIVE PROCESS

- 9.1 The parties to this Agreement recognise the merit of collaboration and consultation and accordingly confirm the operation of a Consultative Committee consisting of three elected Employee representatives and three nominated members of the Employer.

The Employees will arrange elections for their representatives and advise names to the Employer the Employer. The Consultative Committee will operate to produce flexible, productive and efficient work practices.

- 9.2 The parties agree that any consultative arrangements, mechanisms or practices are purely advisory in nature and that any decisions remain the prerogative of the Employer.
- 9.3 The Consultative Committee will meet once per term unless the Committee agrees to meet more or less often.
- 9.4 The Consultative Committee will discuss employment and policy matters raised by the representatives.

10. MODES OF EMPLOYMENT

The Employer may employ Employees on a Full Time, Part Time, Fixed Term or Casual basis.

10.1 Full Time Employee

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

10.1.2 A Full Time Employee will be paid the salary in Schedule 1 or 2 (as applicable).

10.2 Part Time Employee

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

10.2.2 A part time Employee is an Employee who works, in the course of one School year, less than the requirements of a full-time employee above.

10.2.3 The Employer will set out in writing the part time hours required upon the engagement of the Employee.

10.2.4 The Employer will provide at least 7 weeks' notice when there is any permanent variation of part time hours, at the initiative of the Employer, unless the Employee agrees to less notice.

10.2.5 A Part Time Employee will be paid pro rata of the rate that the Employee would be entitled to receive as a Full Time Employee under Schedule 1 or 2 (as applicable) and is entitled to all entitlements on a pro rata basis on the specified hours in clause 10.2.3.

10.2.6 Where a Part Time Employee is employed on a regular basis for one or more full days per week, the Employee will be paid as follows:

Fortnightly rate = number of days worked per fortnight x annual salary for a full-time Employee with corresponding classification divided by 52.14 + 5
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10.2.7 Where a Part Time Employee is employed on a regular basis but for hours which are less than a full day, the Employee will be paid for such hours worked as follows:

Hourly rate = Annual salary for full-time Employee with corresponding classification divided by 52.14 + 35
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10.2.8 A Part Time Employee will undertake a proportionate number of other duties normally expected of a Full Time Employee.

10.2.9 Employers are required to take into account the family needs of Employees when setting hours of work. A Part Time Employee's spread of working days shall be in accordance with the following, unless agreed otherwise between the Employer and the Employee:

EFT	Rostered to work on no more than
0.2	1 day per week
0.21-0.4	2 days per week
0.41-0.6	3 days per week
0.61-0.8	4 days per week

10.3 Fixed Term Employee

10.3.1 A fixed term employee may be engaged for a maximum period or successive maximum periods to:

- i. Perform specific projects required; or
- ii. Cover permanent employees who may be on various forms of approved leave, such as parental

- leave; or
- iii. Where an employee is employed to undertake a specific task; or
- iv. Replace an employee whose employment has been terminated after the commencement of the school year; or
- v. Avoid redundancy situations

10.3.2 A fixed-term employee whose employment comes to an end due to the expiry of their term will not be entitled to notice or redundancy.

10.4 Casual Employee

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

10.4.2 A Casual Employee will be expected to complete all duties normally expected of the Employee being relieved.

10.4.3 A Casual Employee is entitled to the rate of pay specified in Schedule 1 or 2 (as applicable). This rate of pay includes a loading in lieu of paid leave entitlements.

10.4.4 The Employer may engage a Casual Employee, for a full day, half day or on an hourly basis.

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

- i. notice of termination of employment
- ii. redundancy
- iii. remuneration packaging
- iv. annual leave
- v. school holidays
- vi. leave loading
- vii. public holidays
- viii. paid personal leave
- ix. paid compassionate leave
- x. accident make-up pay

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

10.4.7 Casual employment means employment on a day-today basis. A casual engagement may be extended between the Employee and the employer provided the total period of engagement does not exceed one school term.

A Casual Employee may be engaged for a period of in excess of one school term, by agreement, provided the engagement is on a genuinely casual basis and is not work of an ongoing or fixed term nature.

11. TRAINEES

11.1 Trainee Educator

11.1.1 A Trainee Educator shall be employed in such a capacity to undertake a period of training to enable the Trainee Educator to work as an Educator. The usual period for training is 10 weeks. This may be increased or decreased as deemed necessary by the Employer.

11.1.2 The Trainee Educator will be required to perform duties and attend training as directed by the Employer. This will include attending various locations as notified by the Employer, in advance. There will be times when the Trainee Educator will be required to attend the Life Education Office.

11.2 Trainee Program Facilitator

11.2.1 A Trainee Program Facilitator shall be employed in such a capacity to undertake a period of training to enable the Trainee Program Facilitator to work as a Program Facilitator. The usual period for training is 10 weeks. This may be increased or decreased as deemed

necessary by the Employer.

- 11.2.2 The Trainee Program Facilitator will be required to perform duties and attend training as directed by the Employer. This will include attending various locations as notified by the Employer, in advance. There will be times when the Trainee Program Facilitator will be required to attend the Life Education Office.

12. HOURS OF WORK

- 12.1 A full-time employee is engaged to work an average of 38 ordinary hours per week in accordance with the NES.
- 12.2 If, for a reason outside of the control of the Employee, sessions are not scheduled or available on a working day, the Employee must undertake other work as directed by the Employer which may include attending the office of the Employer.

PART 2 CONDITIONS OF EMPLOYMENT

13. MINIMUM EMPLOYMENT PERIOD

- 13.1 All new Employees' employment is contingent upon the satisfactory completion of a six-month minimum employment period.
- 13.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Notice of Termination provisions contained in clause 37 will not apply, and the Employer does not need to comply with due process or performance management policies or procedures in place from time to time.
- 13.3 If the Employer is to terminate the Employee within the first six months of the Employee's employment commencing, the Employee is entitled to two weeks' notice or payment in lieu of notice.
- 13.4 If the Employee is to resign within the first six months of the Employee's employment commencing, then the Employee is required to give two weeks' notice. If an employee fails to provide notice the Employer may withhold from any monies owed the equivalent of the notice period.

14. SUPERANNUATION

The Employer currently makes employer superannuation contributions 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 NGS Superannuation Fund which is a MySuper product.

15. PAYMENT ARRANGEMENTS

Salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly basis.

16. ANNUAL LEAVE AND SCHOOL HOLIDAYS

- 16.1 Annual Leave is in accordance with the NES as amended from time to time, except where more favourable terms are provided in this Agreement.
- 16.2 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 16.3 Annual leave is to be taken during School Holiday periods when the Employer will be in a period of education shutdown.
- 16.4 School Holidays will be announced prior to the commencement of the School Year and will be published in the Life Education calendar. The calendar will include days of proposed attendance in school holidays at that time, and will be provided to Employees at the earliest opportunity, but no later than at the commencement of the school year.

- 16.5 For Educators, with the exception of professional development days set out in clause 17, remaining School Holidays will be taken without a deduction in pay.
- 16.6 Program Facilitators will take a period of additional leave which is to be taken during School Holidays periods, with the exception of professional development days set out in clause 17.

The Program Facilitators salary set out in Schedule 2 has been adjusted to reflect the payment for this additional 6 weeks leave.

17. PROFESSIONAL DEVELOPMENT DAYS

- 17.1 The last day of each term will be allocated by the Employer as a professional development day. Attendance at each of the 4 in-term professional development days will be compulsory for all Employees.

17.1.1 A day in lieu will be provided for those Employees not ordinarily scheduled to work on the declared in-term professional development day, which must then to be taken:

- on a no booking day during the following term, or
- as directed by the Employer, or
- in consultation with the Employer

- 17.2 Up to 5 days of school holidays may be allocated at the direction, in advance, by the Employer for compulsory professional development, staff meetings or Employer conference attendances or other workshops or meetings as required by the Employer. Other duties may be allocated by agreement. The 5 days will be allocated over no more than two school holidays.

Payment for Employee attendance at the 5 professional development days has been included in the annual salary rates listed in Schedule 1 and 2 (as applicable).

18. TIME IN LIEU (TIL)

- 18.1 TIL is available in accordance with this clause.

- 18.2 An Employee will be entitled to TIL where:

- a) the work has been directed by the Employer;
- b) it has been authorised in writing by the Employee's manager prior to it being worked; and
- c) the work has exceeded 7.6 hours per day; or
- d) the work has exceeded 38 hours in any week; or
- e) the work is performed on Saturdays, Sundays or Public Holidays

- 18.3 In calculating TIL, an Employee will be entitled to one hour off for every hour worked in accordance with clause 18.2, except for work performed on a weekend or Public Holiday which will be calculated at the rate of 1.5 hours for every hour worked.

- 18.4 An Employee working in a part time capacity must perform more than 38 hours work in any week to be eligible for TIL in accordance with this clause.

19. EMPLOYEE WORKS ONLY PART OF A SCHOOL YEAR

- 19.1 The provisions of this clause shall apply where:

- (a) an Educator commences employment after the commencement of the School Year and such employment is to continue into the next year;
- (b) an Educator leaves employment in any year prior to 1 December; or
- (c) an Educator has approved leave without pay including parental leave in any year exceeding 15 days.

- 19.2 The Educator shall be entitled in the circumstances described above to a pro-rata payment in respect of end of year School Holidays.

- 19.3 The pro-rata payment will be calculated as follows:

{ Number of working weeks excluding paid holiday periods } - School Holidays already paid
3.7

- 19.4 Where an Educator commences employment after the school commencement date in any School Year and such employment is to continue into the next school year then the Educator shall be paid at the conclusion of term 4 in the first calendar year of employment in accordance with clause 19.2.
- 19.5 For the purposes of clause 19.3, school commencement means the usual commencement date of employment at a school for Educators who are to commence employment on the first day of the first term.

20. PERSONAL LEAVE

- 20.1 Personal leave is in accordance with the NES, except where more favourable terms are provided in this Agreement.
- 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 A Full Time Educator will be entitled to 15 days personal leave entitlement per year of service. A Part Time Educator is entitled to paid personal leave on a pro rata basis based on specified hours in clause 10.2.
- 20.2.3 An Employee engaged as a Program Facilitator will accrue personal leave in accordance with the provisions of the NES.
- 20.2.4 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 20.2.5 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 10.2. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 20.2.6 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 20.2.7 A Casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 20.2.8 Personal leave for an Existing Educator employed as at the date of this Agreement accrues as follows:
- i. In the first year of service, fifteen days is available from commencement of employment;
 - ii. In the second year and each subsequent year of service, fifteen days at the commencement of that year, cumulative.
- 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.
- 20.2.10 An Employee is entitled to sick leave provided that:

- i. the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days or for absences of a minimum of one day either side of a public holiday or public holiday weekend.
- ii. the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
- iii. the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number 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 NES, except where more favourable terms are provided in this Agreement.

21.2 Entitlement

21.2.1 An Employee may take 2 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 This 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.

21.2.3 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. FAMILY AND DOMESTIC VIOLENCE LEAVE

22.1 Definition of Family and Domestic Violence

For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the Employee's family or household (current or former).

22.2 Leave Entitlement

An Employee experiencing family and domestic violence is entitled to 10 days per year of unpaid family and domestic violence leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day. Personal leave may be accessed for the purposes of Domestic Violence Leave.

22.3 Notice and Evidentiary Requirements

22.3.1 The Employee shall give the Employer notice as soon as reasonably practicable of their request to take leave under this clause.

22.3.2 The Employee may be required to produce evidence to support the need for leave, such as a medical certificate, a document issued by the police service, a family violence support service or a court or statutory declaration.

22.3.3 The Employer will ensure that any personal information provided by the Employee to the Employer concerning the Employee's experience of family and domestic violence is kept confidential.

23. PUBLIC HOLIDAYS

23.1 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.

23.2 Public holidays that occur during a period of leave for Educators in accordance with clause 16 do not create an additional entitlement.

23.3 Public holidays that occur during a period of Annual Leave for a Program Facilitator in

accordance with clause 16, will enable the Program Facilitator to transfer that Annual Leave day to another period of school holiday time.

24. PARENTAL LEAVE

24.1 Entitlement

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

24.2 Entitlement under the Act

Upon the completion of 12 months of continuous service with the Employer, an Employee is entitled to up to 52 weeks unpaid parental leave (maternity, paternity or adoption leave) to have primary responsibility for the care of the child.

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

- up to 52 weeks of unpaid maternity leave, which must include a period of six weeks' leave starting from the date of the birth of the child
- a single, unbroken period of unpaid short paternity leave of up to one week at the time of the birth of a child; and
- a single, unbroken period of up to three weeks' unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Employee

24.3 Right to Request Additional Long Parental Leave

24.3.1 Subject to clause 24.3.2, an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in the Act, which is up to 12 months, by a further continuous period of leave not exceeding 12 months, to assist the Employee to reconcile work and parental responsibilities.

24.3.2 An application under clause 24.3.1 must be made not less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

24.4 Right to Request Part Time Work

24.4.1 Subject to clause 24.4.2, an Employee entitled to parental leave pursuant to the provisions of the Act may request the Employer to allow the Employee to return from a period of parental leave on a part time basis.

24.4.2 An application pursuant to clause 24.4.1 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.

24.5 Consideration of Requests

24.5.1 The Employer will consider any request made pursuant to clause 24.3, or 24.4, having regard to the Employee's circumstances and, provided the request is genuinely based upon 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, cost of training staff, loss of efficiency and the impact on customer service.

24.5.2 An Employee's request and the Employer's decision made pursuant to clause 24.3 or 24.4 must be recorded in writing.

24.6 Communication during Parental Leave

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

- i. 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; and
- ii. 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.

24.6.2 During the period of parental leave, the Employer will take reasonable steps to inform the Employee 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. The Employee will notify the Employer of changes in address or other contact details which might affect the Employer's ability to contact the Employee in relation to clause 24.6.1.

24.7 Parental Leave Payment

24.7.1 This sub-clause does not apply to a Casual Employee.

24.7.2 Subject to clause 24.7.1, an Employee, who is granted parental leave in accordance with the Act and has 15 months continuous service with the Employer, will be entitled to payment from the Employer for a proportion of the period of parental leave, as follows:

- up to 8 weeks of parental leave, where the Employee has responsibility for the care of a newborn child, meaning a child of up to eight (8) weeks of age or an adopted child within the first eight (8) weeks of the adoption;

or

- if the Employee's Spouse or De Facto partner has responsibility for a newborn child, meaning a child of up to eight (8) weeks of age or an adopted child within the first eight (8) weeks of the adoption, the Employee may be eligible for an unbroken period of five (5) days paid leave at the Employee's base salary immediately following the birth or adoption of a child.
- The entitlement to this other paid parental leave does not extend the available period of unpaid parental leave.

24.7.3 The period of parental leave as specified in this subclause will be paid at the Employee's ordinary rate of pay immediately prior to commencing parental leave.

24.7.4 In order to qualify for a second and subsequent period of paid parental leave under clause 24.7.2, an Employee must return to work for a period of 12 months.

24.7.5 In the event that compulsory paid parental leave is introduced in legislation, any such amount will be absorbed into the payment in clause 23.7.2 and shall not form an additional entitlement.

24.7.6 Annual leave and personal leave entitlements will accrue in accordance with the Act during the Employee's period of paid parental leave.

24.7.7 The period of paid parental leave does not count as a period of employment for the purpose of long service leave. This provision has the express effect of overriding the *Long Service Leave Act 1992 (Vic.)*.

25. LONG SERVICE LEAVE

25.1 Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1992 (Vic.)*, as amended from time to time. This Agreement will prevail over the Act in

the event of any inconsistency.

- 25.2 An Existing Educator employed as at the date of this Agreement is entitled to long service leave of 1.3 weeks for each year of service.
- 25.3 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven 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.)*.
- 25.4 An Employee may access a pro-rata portion of long service leave after 7 years of service. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992 (Vic.)*.
- 25.5 An Existing Educator employed as at the date of this Agreement, whose time fraction has varied during service, is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
- 25.6 Where the Employer and the Employee agree, an Employee who is entitled to long service leave may request, to take a period of long service leave at half of the normal pay. This provision has the express effect of overriding section 74 of the *Long Service Leave Act 1992 (Vic.)* The request will only be granted if the operational requirements of the business can be covered without additional cost to the business.

26. LEAVE WITHOUT PAY

- 26.1 An Employee may apply for leave without pay which may be granted at the discretion of the Employer. 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.)*.
- 26.2 In the event that an employee has a requirement to request that a period of leave without pay be taken outside of a School Holiday period, and has been approved by the Employer, the Employee may be required to coordinate and arrange appropriate coverage for scheduled sessions during their period of absence in consultation with the Employer. Approval for such leave outside of a School Holiday period will only be granted in exceptional circumstances.

27. REDUNDANCY

27.1 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 be 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.

27.2 Redundancy Situation

27.2.1 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 Employees likely to be affected; and
- the period over which any proposed redundancies are intended to undertake.

27.2.2 Where a potential redundancy situation 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 effects of any proposed redundancies on the Employees concerned. These measures will include consideration of:

- Expressions of interest in voluntary redundancy

- Re-deployment
- Part time Working-together Long leave
- Or any other measures suggested to avoid involuntary redundancies.

27.3 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.

27.4 Severance Pay

27.4.1 Severance Pay is in accordance with the NES as amended from time to time, except where more favourable terms are provided in this Agreement.

27.4.2 The Severance Pay for an Existing Educator employed as at the date of this agreement 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	6 weeks' pay*
2 years and less than 3 years	8 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 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 but will not include any period of unpaid leave except at the discretion of the Employer.

27.5 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 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.

27.6 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 in an alternative position with the Employer or a related entity.

27.7 Time off during notice period

- 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.
- 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.

28. MANAGING EMPLOYEE PERFORMANCE OR CONDUCT CONCERNS

Where the Employer has concerns with the performance or conduct of an employee, the line manager shall, in the first instance, hold discussions with the employee.

These first discussions will be informal and positive, and expectations will be clarified to employees. Employees will be provided with appropriate support and training if this is needed.

If the informal process fails to address the concerns, a formal meeting will be held where the employee shall have the right to be accompanied by a representative of their choice, including a union representative. Should these discussions fail to resolve the employer's concerns about the performance of the employee, the following procedure shall be applied.

A Performance Review 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 due process meeting;
- the employee's right to be represented at due process meetings by a person of the employee's choice;
- the employer's right to take disciplinary action including possible termination of employment should the due process not resolve the employer's concerns.

Where concerns are best assessed over a time a reasonable period of performance review will apply - this may involve program/session delivery observations.

At the initial performance review meeting, the employee shall be given an opportunity to seek clarification of any points raised in the employer's letter, and the parties shall attempt to reach agreement on an appropriate timeline for the process and the times and dates for the holding of review meetings.

Performance review meetings will:

- provide information and evidence regarding the employer's concerns
- include discussion of the employer's concerns with the employee's conduct or performance;
- give the employee an opportunity to respond to the employer's concerns;
- include discussion of any counselling, training or assistance (as appropriate) to be made available to the employee;
- set appropriately timed periods of review that allow the employee to address the concerns;

Performance review shall, in accordance with the timeline, result in a decision to

- conclude the process,
- an extension to the process,
- or disciplinary action including the option of termination of the employee's employment.

If, following the performance review, the employer's decision is to terminate the employment, the employer must give notice in accordance with clause 36 of this Agreement.

Where a concern is a one-off conduct issue a formal warning may be issued instead of the performance review process.

In the case of serious misconduct that may justify immediate dismissal the employee will be provided with the opportunity to respond to allegations and to be represented by a person of their choosing, including a union representative, at the meeting - but all other steps in this clause will not apply.

29. ANNUAL LEAVE LOADING

29.1 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' annual leave. Payment for annual leave loading has been included in the salary rates set out in

Schedule 1 and 2.

- 29.2 Where an Employee leaves the Employer part way through a school year there is no additional entitlement to annual leave loading.

30. VICTORIAN INSTITUTE OF TEACHING REGISTRATION AND OTHER STATE EQUIVALENT

Where required by the Employer, an Educator and Trainee Educator is required to have valid registration with the Victorian Institute of Teaching or other state equivalent. It is the responsibility of an Educator and Trainee Educator to keep this registration up to date. In the event that an Educator and Trainee Educator does not maintain their registration, or the VIT suspend or terminate the registration, the Employer may at their discretion immediately transfer the Employee to the terms and conditions of the Program Facilitator classification, or terminate the employment.

31. MEAL BREAK

Employees shall be entitled to an unpaid meal break of a minimum 30 minutes duration per day, which time shall be free of meetings, teaching, supervision or other activities.

32. VEHICLE ALLOWANCE

- 32.1 An Employee who is regularly required to use his or her vehicle in the performance of work shall be paid a vehicle allowance comparable to a small vehicle as published by the ATO per kilometer to cover all expenses. In calculating distance travelled a journey between home and a regular place of employment the first 30 kilometers one way shall not be included or 40 kilometers per day if the trip home is completed the same day.
- 32.2 Where an Employee stays away from home overnight in the performance of work all travel reasonably incurred in the course of work while the Employee is absent from home shall be included, provided that the agreed distance in clause 32.1 for each such trip away from home shall not be counted.
- 32.3 Time spent travelling to or from schools or being away from home (staying overnight) is not considered to be time worked for the purposes of overtime or TIL

33. ACCOMMODATION AND MEAL ALLOWANCE

- 33.1 Where an Employee is required to stay away from home in the performance of work the required accommodation shall be booked by the central office of the Employer.
- 33.2 Where an Employee is required to stay away from home in the performance of work the Employee will be reimbursed reasonable cost of meals with on the production of receipts up to \$30 combined for an evening meal and/or lunch and \$15 for breakfast (where this is not included in the accommodation cost).

34. MENTOR ALLOWANCE

A Mentor shall be entitled to an additional allowance of \$30 per day if the Mentor has one Trainee or \$50 per day if the Mentor has two Trainees in his or her van.

35. JURY SERVICE LEAVE

- 35.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 35.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 35.3 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.
- 35.4 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.

- 35.5 Subject to 35. 4 of this clause, an Employer will reimburse an Employee granted leave pursuant to 35.1 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.

36. CLASSIFICATIONS AND SALARY

- 36.1 Schedule 1 sets out the salary scale and classification structure for an Existing Educator employed as at the commencement date of this Agreement including a Casual Educator and Trainee Educator.
- 36.2 Schedule 2 sets out the salary scale for all employees, other than Existing Educators employed as at the date of this agreement.
- 36.3 The salary specified in Schedule 1 and Schedule 2 is in compensation for all hours worked under this Agreement and the Employer and the Employee agree that the guarantee of the basic periodic rate of pay may be satisfied over a period of 12 months.
- 36.4 In exchange for receiving an additional 6 weeks leave, which is to be taken during school holiday periods, the salaries for Program Facilitators has been adjusted. This is reflected in Schedule 2.

37 NOTICE OF TERMINATION

- 37.1 Where the Employer wishes to terminate the employment of an Employee serving the minimum employment period pursuant to clause 13, or an Employee wishes to resign during the minimum employment period, the period of notice is specified by clause 13.3 and 13.4.
- 37.2 If either party wishes to terminate employment after the completion of the minimum employment period, at least four weeks' notice must be provided. The Employer may make a payment in lieu of all or some of the notice period.
- 37.3 If an Employee is over 45 years of age at the time of the giving of the notice by the Employer and has not less than two years continuous service, the Employee is entitled to an additional week's notice or payment in lieu.
- 37.4 The notice period in this clause and in clause 13.3 does not apply where the Employee is guilty of serious misconduct.
- 37.5 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of ordinary time they would have worked during the period of notice, had their employment not been terminated will be used.

38. WITHHOLDING OF MONIES

- 38.1 In the event that an Employee does not provide the full notice required by clause 37.2 or 13.4, 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.
- 38.2 On termination should an Employee have been overpaid, or owe any amounts to the Employer, the Employer may withhold from any monies or payment due to an Employee the value of such amounts or overpayments.
- 38.3 Clause 38.1 does not entitle the Employer to withhold any monies owing to an Employee to the extent to which it would result in the Employer failing to comply with the Act.

39. NO EXTRA CLAIMS

Up to the nominal expiry date of this Agreement, all parties to this Agreement will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the Employees, whether dealt with in this Agreement or not; and

Up to the nominal expiry date, this Agreement covers all matters or claims which could

otherwise be the subject of protection action under the Act.

EXECUTED as an agreement this 12th day of FEBRUARY 2018

Signed for and on behalf of

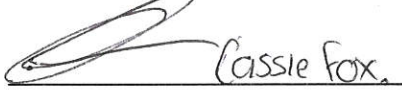
Life Education Victoria



A large, stylized handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the end.

Authority to sign as Chief Executive Officer

in the presence of



A handwritten signature in black ink, appearing to read 'Cassie Fox', with a horizontal line underneath.

Signed for and on behalf of

Independent Education Union

Employee Representative

in the presence of

SCHEDULE 1 - SALARY – Existing Educator employed as at the commencement date of this Agreement

Existing Educator employed as at the commencement date of this Agreement

An Existing Full Time or Part Time Educator (Existing Employee) employed as at the commencement date of this Agreement is entitled to the following gross annual salary depending on the Existing Employee's classification level. The first pay increase of 2.75% per year will be paid to Existing Employees with effect from the beginning of the first full pay period on or after the first week in February 2018.

Level of Experience	Current Salary	February 2018	February 2019	February 2020	February 2021	Duration
Trainee	\$45,961	\$47,225	\$48,524	\$49,858	\$51,229	10 weeks
1	\$53,826	\$55,306	\$56,827	\$58,390	\$59,996	All 1 Year
2	\$55,368	\$56,891	\$58,455	\$60,063	\$61,714	
3	\$56,929	\$58,495	\$60,103	\$61,756	\$63,454	
4	\$58,569	\$60,180	\$61,835	\$63,535	\$65,282	
5	\$61,948	\$63,652	\$65,402	\$67,201	\$69,049	
6	\$63,706	\$65,458	\$67,258	\$69,108	\$71,008	
7	\$65,524	\$67,326	\$69,177	\$71,080	\$73,034	
8	\$67,401	\$69,255	\$71,159	\$73,116	\$75,127	
9	\$69,318	\$71,224	\$73,183	\$75,195	\$77,263	
10	\$71,808	\$73,783	\$75,812	\$77,897	\$80,039	
11	\$74,041	\$76,077	\$78,169	\$80,319	\$82,528	
12	\$76,333	\$78,432	\$80,589	\$82,805	\$85,082	

An Existing Educator employed as at the date of this Agreement who has completed their training shall be placed on a salary level commensurate with his or her experience. The Existing Educator will remain on their current classification level and will then proceed by annual increments to level 12.

A Full Time Existing Educator employed as at the commencement date of this Agreement shall be entitled to advance to the next level upon the completion of one year's experience as an Educator and on the successful completion of a performance review. An existing Part Time Educator employed as at the date of this agreement with a time fraction of 0.5 or less and a successful performance review shall complete 2 years' experience as an Educator before the Part Time Educator can move to the next level.

An Existing Educator who is a casual (Casual Educator) employed as at the date of this Agreement will be paid according to the following pay table.

	Current Salary (inclusive of casual loading)	February 2018	February 2019	February 2020	February 2021
Full Day Rate	\$264.90	\$272.18	\$279.67	\$287.36	\$295.26
Half Day Rate	\$220.75	\$226.82	\$233.06	\$239.47	\$246.05
Hourly Rate	\$32.58	\$33.48	\$34.40	\$35.34	\$36.31

For the purposes of an Existing Casual Educator, the Half Day Rate will apply where the employee is engaged to undertake:

- session delivery between 9.00 am and up to and inclusive of 1.00 pm, or alternatively
- session delivery commencing at or after 12.00 noon and up to and inclusive of 3.30 pm.

in any one day.

SCHEDULE 2 - SALARY – Educator and Program Facilitator Positions

A Full Time or Part Time Educator or Program Facilitator is entitled to the following gross annual salary depending on the employee's classification level. The first pay increase of 2.75% per year will be paid to Employees with effect from the beginning of the first full pay period on or after the first week in February 2018.

Educator

A Full Time or Part Time Educator is entitled to the following gross annual salary depending on the Educator's classification level.

Level of Experience	Current Salary	February 2018	February 2019	February 2020	February 2021	Duration
Trainee	\$45,962	\$47,226	\$48,525	\$49,859	\$51,230	10 weeks
1	\$53,826	\$55,306	\$56,827	\$58,390	\$59,996	2 Years
2	\$58,569	\$60,180	\$61,835	\$63,535	\$65,282	2 Years
3	\$63,706	\$65,458	\$67,258	\$69,108	\$71,008	3 Years
4	\$69,318	\$71,224	\$73,183	\$75,195	\$77,263	3 Years
5	\$76,333	\$78,432	\$80,589	\$82,805	\$85,082	

A Casual Educator will be paid according to the following pay table.

	Current Salary (inclusive of casual loading)	February 2018	February 2019	February 2020	February 2021
Full Day Rate	\$264.90	\$272.18	\$279.67	\$287.36	\$295.26
Half Day Rate	\$220.75	\$226.82	\$233.06	\$239.47	\$246.05
Hourly Rate	\$32.58	\$33.48	\$34.40	\$35.34	\$36.31

For the purposes of a Casual Educator, the Half Day Rate will apply where the employee is engaged to undertake:

- session delivery between 9.00 am and up to and inclusive of 1.00 pm, or alternatively
- session delivery commencing at or after 12.00 noon and up to and inclusive of 3.30 pm.

in any one day.

Program Facilitator

A Full Time or Part Time Program Facilitator is entitled to the following gross annual salary depending on the Program Facilitator’s classification level.

In accordance with clause 16.6, the annual salaries for Program Facilitators have been adjusted to reflect the purchasing of the additional 6 weeks leave which is to be taken during school holiday periods. The adjusted gross annual salary which will be paid to a Program Facilitator is reflected in the table below under the column titled ‘Adjusted Salary’.

Level of Experience	Current Salary	Adjusted Salary (Less Purchase 6 Weeks)	February 2018	Adjusted Salary February 2018	February 2019	Adjusted Salary February 2019	February 2020	Adjusted Salary February 2020	February 2021	Adjusted Salary February 2021	Duration
Trainee	\$45,962		\$47,226		\$48,525		\$49,859		\$51,230		10 Weeks
1	\$55,979	\$49,520	\$57,518	\$50,882	\$59,100	\$52,281	\$60,725	\$53,719	\$62,395	\$55,196	2 Years
2	\$60,910	\$53,882	\$62,585	\$55,364	\$64,306	\$56,886	\$66,075	\$58,451	\$67,892	\$60,058	2 Years
3	\$66,254	\$58,609	\$68,076	\$60,221	\$69,948	\$61,877	\$71,872	\$63,579	\$73,848	\$65,327	3 Years
4	\$72,091	\$63,773	\$74,074	\$65,527	\$76,111	\$67,329	\$78,204	\$69,180	\$80,354	\$71,083	

A Casual Program Facilitator will be paid according to the following pay table.

	Current Salary (inclusive of casual loading)	February 2018	February 2019	February 2020	February 2021
Hourly Rate (Trainee)	\$23.32	\$23.96	\$24.62	\$25.30	\$25.99
Hourly Rate	\$32.55	\$33.44	\$34.36	\$35.31	\$36.28

2.1 PROGRESSION

- 2.1.1 An employee commencing employment on or after the commencement date of this Agreement, will commence as a Trainee and may then be eligible for incremental progression in accordance with the progression schedule outlined for their applicable classification.
- 2.1.2 An Employee's incremental progression from one classification level to the next, remains at the Employer's discretion and is subject to the Employee's continuing satisfactory conduct, diligence and work performance. An Employee will not progress to the next classification level if they are subject to any Performance Review in accordance with clause 28 of this Agreement.

The application of this clause will not be used by the Employer to prevent an Employee from progressing without just cause.

- 2.1.3 Where the Employer considers that the conduct, diligence or performance of an employee is not satisfactory and the Employer considers that progression to the next salary level is not warranted in accordance with clause 2.1.2 a formal review may be undertaken pursuant to clause 8 Dispute Resolution Procedure.

Dear Commissioner Johns

Written undertakings under section 190 of the Fair Work Act 2009 by Life Education Victoria regarding AG2018/466 - Application for approval of the Life Education Group Enterprise Agreement 2017

Life Education Victoria hereby undertakes the following in relation to the Life Education Group Enterprise Agreement 2017:

Clause 32.8

In the event of an overpayment, or where an employee owes any amounts to the employer, the employer will ensure that authorisation is provided and that agreement is reached regarding the method of repayment, prior to applying clause 32.8 which provides for the withholding the value of such amounts or overpayments from any monies or payments owing.

Life Education Victoria confirms that the effect of the undertaking set out above will ensure that any deductions which may rise due to overpayments comply with s324 of the Fair Work Act 2009 and have been authorised by the impacted employee.

Signature



Cassie Fox

On behalf of Andrew Bennetto
Chief Executive Officer

30 May 2018

Dear Commissioner Johns

Written undertakings under section 190 of the Fair Work Act 2009 by Life Education Victoria regarding AG2018/466 - Application for approval of the Life Education Group Enterprise Agreement 2017

Life Education Victoria hereby undertakes the following in relation to the Life Education Group Enterprise Agreement 2017:

Averaging of Hours

A full-time employee may work an average of 38 hours per week on one of the following bases:

- an average of 38 hours over a work cycle not exceeding seven consecutive days;
- an average of 76 hours over a work cycle not exceeding 14 consecutive days; or
- an average of 152 hours over a work cycle not exceeding 28 consecutive days; and
- not more than 10 consecutive hours, exclusive of meal breaks (except if paid for at overtime rates) in any one day

Span of Hours

Life Education Victoria undertake to ensure that the span of hours in which ordinary hours of work can be performed are defined as those hours worked continuously, except for meal breaks, on any of the days from Monday to Friday (inclusive) between 7.00 am and 7.00 pm provided that an employee may be required to work until 8.00 pm up to a maximum of eight weekdays within a 28 day period without the entitlement to overtime if the ordinary hours worked do not exceed the number of hours within the nominated cycle. Provided further that the spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned.

Signature



Cassie Fox

On behalf of Andrew Bennetto
Chief Executive Officer

30 May 2018

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (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.
- (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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term 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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (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.
- (13) As soon as practicable after proposing to introduce the change, 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) all relevant information about the change, including the nature of the change; 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees* means the employees who may be affected by a change referred to in subclause (1).