

## **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

### **1 TITLE**

This Agreement is to be known as the Life Education Group Agreement 2009 (the 'Agreement') and is a Union Collective Agreement made pursuant to section 328 of the *Workplace Relations Act 1996* (Cth.).

### **2 ARRANGEMENT CLAUSE**

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### 3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 Where the Agreement passes the no-disadvantage test, the Agreement will be operative from the seventh day after the date specified in the notice issued from the Workplace Authority.

3.2 The nominal expiry date of the Agreement is 31 December 2011.

### 4 PARTIES BOUND

This Agreement binds:

- i. the Employer;
- ii. the Educators;
- iii. the Trainee Educators; and
- iv. the Union.

### 5 RELATIONSHIP TO AWARDS

This Agreement fully excludes all Awards.

### 6 DEFINITIONS

Act	means the <i>Workplace Relations Act</i> 1996 (Cth.) or its successor
Award	means the <i>Educators Life Education Award 2001</i> and any other award applicable to any Employee immediately prior to the commencement of this Agreement
Educator	means a person who has satisfactorily completed basic training as a Trainee Educator and whose role includes the presentation of Life Education programmes and assistance to the Employer in the work of Life Education and shall include a person employed as a Senior Educator.
Commission	means Australian Industrial Relations Commission
Employee	means an Educator or a Trainee Educator covered by this Agreement
Employer	means Life Education Victoria
Experience	means experience of teaching or experience as an Educator after achieving the qualifications 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 appointment
Full Time Employee	means an Educator employed pursuant to clause 9.1 of this Agreement.
Immediate Family	means <ul style="list-style-type: none"><li>• 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</li><li>• child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent,</li></ul>

	grandchild or sibling of the Employee or spouse of the Employee
Mentor Educator	means an Educator who is allocated a Trainee Educator to mentor
Part Time Employee	means an Educator employed pursuant to clause 9.2 of this Agreement
Relief Educator	means an Educator employed as such on a day to day basis pursuant to clause 9.4
Replacement Educator	means an Educator who is employed for a specific period to replace an Educator on approved leave pursuant to clause 9.3
School Holidays	means a period of time when an Employee will not be required or requested to attend work and will experience no deduction in pay
School Year	means the twelve months from the day that Employees are required to attend the work for the new educational year
Trainee Educator	means a person who is training to become an Educator
Union	means Independent Education Union of Australia

## **7 DISPUTE RESOLUTION PROCEDURE**

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

### **Step 1**

Every attempt will be made to resolve the matter by discussions between the Parties. 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 a 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 Commission. In normal circumstances, the matter should not be referred by either party to the Commission 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.

## **8 CONSULTATIVE COMMITTEE**

- 8.1 The parties to this Agreement recognise the merit of collaboration and consultation and accordingly confirm the operation of a Consultative Committee consisting of two elected representatives of Educators and two nominated members of management. The Consultative Committee will operate to produce flexible, productive and efficient work practices.
- 8.2 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.
- 8.3 The Consultative Committee will meet once per term unless the Committee agrees to meet more or less often.

## **9 MODES OF EMPLOYMENT - EDUCATOR**

The Employer may employ a Full Time, Part Time, Fixed Term or Relief Educator.

### **9.1 Full Time Educators**

- 9.1.1 The Employer may engage an Educator on a full time basis in accordance with this Agreement.
- 9.1.2 A Full Time Educator will be paid the salary in Schedule 1.

### **9.2 Part Time Educators**

- 9.2.1 The Employer may employ an Educator on a part time basis in accordance with this Agreement.
- 9.2.2 The Employer will set out in writing the part time hours required upon the engagement of the Educator.
- 9.2.3 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.
- 9.2.4 A Part Time Educator will be paid pro rata of the rate that the Educator would be entitled to receive as a Full Time Educator under Schedule 1 and is entitled to all entitlements on a pro rata basis on the specified hours in clause 9.2.2.
- 9.2.5 Where a Part Time Educator is employed on a regular basis for one or more full days per week, the Educator will be paid as follows:

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

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

### 9.3 Replacement Educator

9.3.1 A Replacement Educator shall be paid at the appropriate rate of pay for a Full Time or Part Time Educator in accordance with Schedule 1.

9.3.2 A Replacement Educator will be expected to complete all duties normally expected of the Educator being replaced.

9.3.3 The termination of employment of a Replacement Educator will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 11.3 and 32 of this Agreement.

9.3.4 A Replacement Educator is not entitled to any of the following benefits under this Agreement:

- notice of termination (where the date of cessation of employment is stated at the time of appointment); or
- redundancy where employment ends due to the expiry date of the contract

### 9.4 Relief Educator

9.4.1 The Employer may employ an Educator as a Relief Educator in accordance with this Agreement.

9.4.2 A Relief Educator will be expected to complete all duties normally expected of the Educator being relieved.

9.4.3 A Relief Educator is entitled to the rate of pay specified in Schedule 1. This rate of pay includes a loading in lieu of paid leave entitlements.

9.4.4 The Employer may engage a Relief Educator, for a full day, half day or on an hourly basis.

9.4.5 A Relief Educator is not entitled to any of the following benefits under this Agreement:

- notice of termination of employment
- redundancy
- remuneration packaging
- annual leave
- jury service leave
- school holidays
- leave loading
- public holidays
- paid personal leave
- paid compassionate leave
- accident make-up pay

9.4.6 A Relief Educator is entitled to unpaid carer's leave, unpaid parental leave and long service leave, where eligible.

9.4.7 An Employer must not employ a Relief Educator, in such a capacity for more than 1 school term, unless the Educator and Employer agree on a greater period because there is a reason for a greater period of time.

## **10 MODES OF EMPLOYMENT – TRAINEE EDUCATOR**

- 10.1 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.
- 10.2 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.

## **PART 2 CONDITIONS OF EMPLOYMENT**

### **11 QUALIFYING PERIOD**

- 11.1 All new Employees' employment is contingent upon the satisfactory completion of a six month qualifying period.
- 11.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 32 and does not need to comply with clause 32, any due process or performance management policies or procedures in place from time to time.
- 11.3 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 week's notice or payment in lieu of notice.
- 11.4 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 week's notice.

### **12 SUPERANNUATION**

The Employer currently makes an employer superannuation contribution equivalent to 9 per cent of ordinary time earnings, in accordance with the Superannuation Guarantee legislation, to a complying superannuation fund nominated by the Employee, excluding a fund where the Employer is required to become a participating employer. Should the Employee not nominate a complying superannuation fund for this purpose, the contribution will be made to NGS Superannuation Fund.

### **13 PAYMENT ARRANGEMENTS**

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

### **14 ANNUAL LEAVE AND SCHOOL HOLIDAYS**

- 14.1 Annual Leave is in accordance with Division 4 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

- 14.2 An Employee is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- 14.3 Annual leave is deemed to be taken during School Holidays when the Employer will be in a period of education shutdown.
- 14.4 School Holidays will be announced prior to the commencement of the School Year and will be published in the Life Education calendar.
- 14.5 Up to 15 days of school holidays may be allocated in advance by the Employer for professional development or preparation and other duties by agreement. Remaining School Holidays will be taken without a deduction in pay.

**15 EMPLOYEE WORKS PART ONLY OF A SCHOOL YEAR**

- 15.1 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.
- 15.2 The Educator shall be entitled in the circumstances described above to a pro-rata payment in respect of end of year School Holidays. The prorata payment will be calculated as follows:

$$\left\{ \frac{\text{Number of working weeks excluding paid holiday periods}}{3.7} \right\} - \text{School Holidays already paid}$$

- 15.3 Where an Employee 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 15.2.
- 15.4 For the purposes of clause 15.3, *school commencement* means the usual commencement date of employment at a school for Educators who are to commence teaching on the first day of the first term.

**16 PERSONAL LEAVE**

- 16.1 Personal leave is in accordance with Division 5 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

## 16.2 Entitlement

- 16.2.1 An Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- 16.2.2 For a Full Time Employee, the sick leave entitlement equates to 15 days per year of service. A Part Time Employee is entitled to paid sick leave on a pro rata basis based on specified hours in clause 9.2.
- 16.2.3 Paid sick leave is taken by the Employee because of a personal illness or injury.
- 16.2.4 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A maximum of 10 days of paid carer's leave may be taken per year of service. A Part Time Employee is entitled to paid carer's leave on a pro rata basis based on specified hours in clause 9.2. Carer's leave, if not used in any year, does not accrue as a separate entitlement.
- 16.2.5 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.
- 16.2.6 A Relief Educator 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.
- 16.2.7 Personal leave for an Employee accrues as follows:
- In the first year of service, fifteen days is available from commencement of employment;
  - In the second year and each subsequent year of service, fifteen days at the commencement of that year, cumulative.
- 16.2.8 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.
- 16.2.9 An Employee is entitled to sick leave provided that:
- the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
  - the Employee provides a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence continuous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate; and
  - the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number 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.

16.2.10 An Employee, other than a Relief Educator, who is suffering from one of the infectious diseases known as:

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

and the Employer is satisfied on medical evidence that the Employee has contracted the disease through a contact at a school and the disease is evident in the school, the Employee will be granted special leave without deduction of pay.

## **17 COMPASSIONATE LEAVE**

17.1 Compassionate leave is in accordance with Subdivision E of Division 5 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

17.2 Entitlement

17.2.1 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.

17.2.2 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.

17.2.3 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.

## **18 PUBLIC HOLIDAYS**

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

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

18.2 Public holidays that occur during a period of leave for Employees in accordance with clause 14 do not create an additional entitlement.

18.3 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the

specified days.

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

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

## **19 PARENTAL LEAVE**

### **19.1 Entitlement**

Parental leave is in accordance with Division 6 of Part 7 of the Act as amended from time to time, except where more favourable terms are provided in this Agreement.

### **19.2 Entitlement under the Act**

An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 12 months' unpaid parental leave (maternity, paternity or adoption leave). 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 ordinary maternity leave, which must include a period of six weeks' leave starting from the date of the birth of the child, to be the primary care-giver 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 further unbroken period of up to 51 weeks of unpaid long paternity leave to be the primary care-giver 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 and a further unbroken period of up to 49 weeks to be the primary care-giver of the child.

### **19.3 Right to Request Simultaneous Leave**

19.3.1 Subject to 19.3.2, 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 simultaneous unpaid parental leave provided for in the Act up to a maximum of eight weeks, to assist the Employee to reconcile work and parental responsibilities.

19.3.2 An application under 19.3.1 must be made not less than ten (10) weeks prior to the commencement date of the short period of parental leave.

### **19.4 Right to Request Additional Long Parental Leave**

19.4.1 Subject to 19.4.2, 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.

19.4.2 An application under 19.4.1 may be made at any time from the time of the application for the period of long unpaid parental leave provided by the Act but 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.

#### 19.5 Right to Request Part Time Work

19.5.1 Subject to 19.5.2, 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.

19.5.2 An application pursuant to 19.5.1 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.

#### 19.6 Consideration of Requests

19.6.1 The Employer will consider any request made pursuant to 19.3, 19.4 or 19.5, 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.

19.6.2 An Employee's request and the Employer's decision made pursuant to 19.3, 19.4 or 19.5 must be recorded in writing.

#### 19.7 Communication during Parental Leave

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

19.7.2 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 19.7.1.

#### 19.8 Parental Leave Payment

19.8.1 This subclause does not apply to a Relief Educator.

19.8.2 Subject to 19.8.1, an Employee, who is granted parental leave in accordance with the Act and has 15 months service with the Employer, will be entitled to payment for a proportion of the period of parental leave, as follows:

- up to 6 weeks of maternity leave, where the Employee is the primary caregiver of the child, which commences from the child's date of birth;

- up to 6 weeks of adoption leave, where the Employee is the primary caregiver of the child, which commences from the date of placement of the child with the Employee; or
  - up to 5 days of short paternity or adoption leave.
- 19.8.3 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.
- 19.8.4 In order to qualify for a second and subsequent period of paid parental leave under clause 19.8.2, an Employee must return to work for a period of 12 months.
- 19.8.5 In the event that compulsory paid parental leave is introduced in legislation, any such amount will be absorbed into the payment in clause 19.8.2 and shall not form an additional entitlement.
- 19.8.6 The period of paid parental leave taken by the Employee will accrue annual leave and personal leave entitlements in accordance with the Act.
- 19.8.7 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.)*.

## 20 FAMILY NEEDS

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

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

## 21 LONG SERVICE LEAVE

- 21.1.1 An Employee is entitled to long service leave. The *Long Service Leave Act 1992 (Vic.)*, as amended from time to time, specifies the entitlement. This Agreement will prevail over the Act in the event of any inconsistency.
- 21.1.2 An Employee is entitled to long service leave of 1.3 weeks for each year of service.
- 21.1.3 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.)*.
- 21.1.4 An Employee may access a prorata portion of long service leave after 8 years of service. This provision has the express effect of overriding Section 58 of the *Long Service Leave Act 1992 (Vic.)*.

21.1.5 An Employee, 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.

21.1.6 Where the Employer and the Educator agree, an Employee who is entitled to long service leave may request, in conjunction with the taking of a period of long service leave, cash out a portion of their accrued long service leave entitlement, provided that they have at least 10 weeks of accrued leave remaining after cashing out the leave. This provision has the express effect of overriding section 74 of the Long Service Leave Act 1992 (Vic.)

## **22 LEAVE WITHOUT PAY**

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)*.

## **23 REDUNDANCY**

### **23.1 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.

### **23.2 Redundancy Disputes**

23.2.1 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 undertaken.

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

### **23.3 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.

#### 23.4 Severance Pay

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

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
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
7 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.

#### 23.5 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate the Employee's employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 23.4 had the Employee remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

#### 23.6 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.

#### 23.7 Time off during notice period

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

### 24 ANNUAL LEAVE LOADING

24.1 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.

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

24.3 An Employer will pay leave loading to the Employee with each salary payment throughout the School Year by increasing the annual rate of pay as at 1 February of that year, or as subsequently varied, by 1.346 per cent.

## **25 VICTORIAN INSTITUTE OF TEACHING REGISTRATION**

If specified at the time of employment, an Educator and Trainee Educator is required to have valid registration with the Victorian Institute of Teaching. It is the responsibility of an Educator and Trainee Educator to keep this registration up to date.

## **26 MEAL BREAK**

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

## **27 VEHICLE ALLOWANCE**

27.1 An Employee, other than a Trainee Educator, 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 (currently 58 cents) per kilometer to cover all expenses. In calculating distance travelled a journey between home and a regular place of employment shall not be included.

27.2 Where an Employee, other than a Trainee Educator, travels from home to varying places of employment, all kilometers travelled shall be included (including travel to and from work) provided that a distance agreed between the Employee and the Employer (representing travel between home and a work base) for each day on which the travel is claimed shall not be counted.

27.3 Where a Trainee Educator travels and is required to use his or her vehicle for more than 20km one way on any day, the Trainee Educator, shall be entitled to a vehicle allowance comparable to a small vehicle as published by the ATO (currently 58 cents) to cover all expenses, for all kilometers on a one way trip in excess of 20km, to cover all expenses.

27.4 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 27.1 for each such trip away from home shall not be counted.

## **28 ACCOMMODATION AND MEAL ALLOWANCE**

28.1 Where an Educator or Trainee 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.

28.2 Where an Educator or Trainee Educator is required to stay away from home in the performance of work the Educator or Trainee 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).

## **29 MENTOR ALLOWANCE**

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

## **30 JURY SERVICE LEAVE**

### **30.1 Entitlement**

- 30.1.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 30.1.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for jury service.
- 30.1.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 30.1.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 30.1.5 Subject to 30.1.2 of this clause, an Employer will reimburse an Employee granted leave pursuant to 30.1.1 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

## **31 CLASSIFICATIONS AND SALARY**

- 31.1 Schedule 1 sets out the salary scale for an Educator, Relief Educator and trainee Educator.
- 31.2 Schedule 2 sets out the progression for an Educator to level 2-1 and 2-2.
- 31.3 Schedule 3 sets out the classification structure and progression through the scale for an Educator.
- 31.4 The salary specified in Schedule 1 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.

## **32 NOTICE OF TERMINATION**

- 32.1 Where the Employer wishes to terminate the employment of a Employee serving a qualifying period pursuant to clause 11.2, or an Employee wishes to resign during a qualifying period, the period of notice is specified by clause 11.3.
- 32.2 If either party wished to terminate employment, after the completion of the

qualifying 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.

32.3 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.

32.4 The notice period in this clause and in clause 11.3 does not apply where the Employee is guilty of serious misconduct.

32.5 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.

### **33 WITHHOLDING OF MONIES**

33.1 In the event that an Employee does not provide the full notice required by clause 32.2 or 11.3, 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.

33.2 Clause 33.1 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.



## SCHEDULE 1 – SALARY

A Full Time Educator other than a Trainee Educator or a Relief Educator is entitled to the following gross annual salary depending on the Educator's classification level.

Level	Gross Annual 2009	Gross Annual 2010	Gross Annual from 1 February 2011
1	46,127	46,127	47,510
2	47,441	47,441	48,864
3	48,793	48,793	50,256
4	50,184	50,184	51,689
5	53,085	53,085	54,677
6	54,598	54,598	56,235
7	56,154	56,154	57,838
8	57,755	57,755	59,487
9	59,401	59,401	61,183
10	61,539	61,539	63,385
11	63,447	63,447	65,350
12	65,414	65,414	67,376

On appointment an Educator who has completed the training shall be placed on a salary level commensurate with his or her Experience. The Educator will then proceed by annual increments to level 12.

A current Educator on level 10, 11 or 12 at the date this Agreement is signed by the parties, is eligible, after the required period of service, to apply for level 2-1. The Educator's application will be considered for level 2-1 as per the criteria set on in Schedule 2. To avoid any doubt, level 2-1 will not be available to any Educator employed after this Agreement is signed by the parties or to any Educator on level 9 or below at the time this Agreement is signed by the parties. The rate of pay for level 2-1 is as follows:

Level	Gross Annual 2009	Gross Annual 2010	Gross Annual from 1 February 2011
2-1	66,467	66,467	68,461

A current Educator on level 2-1 on the former Agreement will be entitled to move to level 2-2 if the Educator has completed 12 months at level 2-1 at the time this Agreement is signed by the parties. To avoid any doubt, level 2-2 will not be available to any Educator employed after this Agreement is signed by the parties or to any Educator not on level 2-1 at the time this Agreement is signed by the parties. The rate of pay for level 2-1 is as follows:

Level	Gross Annual Salary	Gross Annual 2010	Gross Annual from 1 February 2011
2-2	67,517	67,517	69,542

The Employer may internally advertise positions of Leading Educator. Such positions will be to carry out the role as specified in the job description and for the tenure period specified in the job description. Any Educator, other than a Replacement Educator, Relief Educator or a Trainee Educator is eligible to apply for such position. The decision is at the sole discretion of the Employer. The position(s) will attract a gross additional payment of \$1,500 per annum. This annual gross salary will increase to \$1545 from 1 February 2011.

Any Educator currently on level 2-1 or level 2-2 will remain on that level.

A Relief Educator will be paid the full-day rate of \$233.30, a half-day rate of \$116.60 or an hourly rate of \$29.38. This rate will go up by 3% on 1 February 2011.

A Trainee Educator will be paid the rate equivalent to level 1 per week for the duration of the training. The weekly rate will be calculated by dividing the annual rate for level 1 by 52.18.

## **SCHEDULE 2 – LEVEL 2-1 AND 2-2 CRITERIA**

Subject to Schedule 1, an Educator who has been on level 12 for a period of at least 12 months may apply for level 2-1.

Level 2-1 is accessed on application by the Educator and a decision by the Employer. The key selection criteria are as follows:

- 1.1 A successful application for Level 2-1 must be able to demonstrate that all the criteria set out below are met to the satisfaction of the Employer:
  - 1.1.1 Demonstrated high-level knowledge of current drug education initiatives and directions, relevant DE&T policy and guidelines and support for the aims and mission statements of LEV.
  - 1.1.2 Demonstrated high-level knowledge of Life Education curriculum and relevant DE&T curriculum areas, high-level classroom teaching skills and a proven capacity to contribute to student learning at the school level beyond the delivery of an isolated teaching session.
  - 1.1.3 Significant contribution to the development, implementation and evaluation of Life Education curriculum programs, in accordance with the key goals and priorities of LEV and LEV committee policy and direction and proven capacity to respond at a school level to initiatives that enhance student learning.
  - 1.1.4 Demonstrated commitment to ongoing professional learning and demonstrated effort to continually maintain drug education philosophies and strategies by attending seminars and researching trends beyond formal professional development provided to all educators by LEV.
  - 1.1.5 High-level communication and interpersonal skills when relating to students, parents, school authorities, work colleagues, and employing committee members.
  - 1.1.6 Demonstrated productive contribution in a leadership role to LEV committee strategic planning and development.
  - 1.1.7 Demonstrated productive contribution to the marketing and promotion of LEV committee through media and community activities.

Subject to Schedule 1, an Educator who has been on level 2-1 for a period of 12 months at the time this Agreement is signed will progress to level 2-2.

### **SCHEDULE 3 – CLASSIFICATIONS**

After completing the training period, a registered teacher who has satisfactorily completed an approved teacher-training course shall commence at the level comparable to the Educator's years of teaching experience, or another appropriate level as determined by the Employer.

There is then annual incremental progression up to level 12. A Full Time Educator shall be entitled to advance to the next level upon the completion of one years experience as an Educator and on the successful completion of a performance review. A Part Time Educator 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.

For the purpose of calculating experience in respect of the salary scale, the experience prior to the commencement of employment with the Employer is also assessed and credited in this manner.