DECISION

*Fair Work Act 2009*

s.185—Enterprise agreement

**The Greek Orthodox Community of Oakleigh & District Inc T/A Oakleigh Grammar**

(AG2015/3052)

**OAKLEIGH GRAMMAR ENTERPRISE AGREEMENT 2015**

Educational services

COMMISSIONER BISSETT

MELBOURNE, 3 JULY 2015

Application for approval of the Oakleigh Grammar Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the Oakleigh Grammar Enterprise Agreement 2015 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Greek Orthodox Community of Oakleigh & District Inc. The agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54(1) of the Act, will operate from 10 July 2015. The nominal expiry date of the Agreement is 31 December 2018.

COMMISSIONER

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OAKLEIGH GRAMMAR ENTERPRISE AGREEMENT 2015
Oakleigh Grammar Enterprise Agreement 2015

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1  TITLE

This Agreement is to be known as the Oakleigh Grammar Enterprise Agreement 2015 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the Fair Work Act 2009 (Cth).

2  ARRANGEMENT

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Salaries for Existing Classroom Support and Curriculum/Resources Services Employees | D

3 COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission.

3.2 The nominal expiry date of the Agreement is 31 December 2018.

4 APPLICATION AND COVERAGE

4.1 This Agreement covers:

(a) the Employer;

(b) Teachers, including Permission to Teach Teachers; and

(c) General Staff, as defined in cl.7 – Definitions.

4.2 This Agreement does not apply to:

(a) the Principal;

(b) a Deputy Principal however named;

(c) a Bursar or Business Manager, however named, being the most senior administrative employee employed with the delegated authority to act for the employer;

(d) instructional services employees; and

(e) apprentices and trainees.
5 **RELATIONSHIP TO AWARDS**

5.1 This Agreement operates in conjunction with the terms of the *Educational Services (Teachers) Award 2010*, and the *Educational Services (Schools) General Staff Award 2010*, as in force from time to time.

5.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these awards this Agreement will override the award term or condition.

5.3 Where this Agreement is silent on a particular matter the terms of the relevant award shall apply.

6 **NATIONAL EMPLOYMENT STANDARDS**

6.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009 (Cth)* (the Act) are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

6.2 This Agreement, the *Educational Services (Teachers) Award 2010* or the *Educational Services (Schools) General Staff Award 2010* will provide industry or enterprise specific detail where it deals with a matter provided for in the NES.

7 **DEFINITIONS**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award</td>
<td>means the <em>Educational Services (Teachers) Award 2010</em> and the <em>Educational Services (Schools) General Staff Award 2010</em> (or successor awards), unless separately specified</td>
</tr>
<tr>
<td>Early Childhood Program</td>
<td>means the core curriculum provided to children under school age (three, four and five year old children)</td>
</tr>
<tr>
<td>Early Childhood Teacher</td>
<td>means an employee, including an employee employed as a director or coordinator of an Early Childhood Program, who is employed to teach children enrolled in the Early Childhood Program</td>
</tr>
<tr>
<td>Employee</td>
<td>means a person covered by this Agreement</td>
</tr>
<tr>
<td>Employer</td>
<td>means Oakleigh Grammar ABN 32 337 676 694</td>
</tr>
<tr>
<td>FW Act</td>
<td>means the <em>Fair Work Act 2009 (Cth)</em> or its successor</td>
</tr>
<tr>
<td>FWC</td>
<td>means the Fair Work Commission or its successor</td>
</tr>
<tr>
<td>General Staff Award</td>
<td>means the <em>Educational Services (Schools) General Staff Award 2010</em> or its successor</td>
</tr>
<tr>
<td>General Staff</td>
<td>means the following:</td>
</tr>
<tr>
<td></td>
<td>- classroom support services—being an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students</td>
</tr>
</tbody>
</table>
- **curriculum/resources services**—being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;

- **nursing services**—being an employee who is registered nurse in the relevant State/Territory and is employed as such;

- **preschool/childcare services**—being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);

- **school administration services**—being an employee whose principal duties are in the functional areas of a school’s business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management

- **school operational services**—being an employee whose principal duties are to support the other services of a school, including but not limited to:

  (i) construction, plumbing, carpentry, painting and other trades;

  (ii) cleaning, maintenance, school facility management;

  (iii) security, caretaking;

  (iv) gardening, turf management, farming;

  (v) retailing—canteens, uniform shops, book shops;

  (vi) cooking/catering, housekeeping, laundry; and

  (vii) bus driving and vehicle maintenance.

- **wellbeing services**—being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists.
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<th>Immediate family</th>
<th>means</th>
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<tr>
<td></td>
<td>- spouse (including a former spouse, a de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee, or</td>
</tr>
<tr>
<td></td>
<td>- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee,</td>
</tr>
<tr>
<td></td>
<td>where</td>
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<tr>
<td></td>
<td>- a de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and</td>
</tr>
<tr>
<td></td>
<td>- a child means an adopted child, a step child or an ex-nuptial child of the Employee or of the Employee’s spouse or de facto partner</td>
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<table>
<thead>
<tr>
<th>LSL Act</th>
<th>means the <em>Long Service Leave Act 1992</em> (Vic) or its successor</th>
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<td>NES</td>
<td>means the National Employment Standards as contained in Part 2-2 of the <em>Fair Work Act 2009</em> (Cth) or its successor</td>
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<td>Non - term weeks</td>
<td>means periods of time during the School year when students are not present and will be no less than the gazetted school holidays in Victorian Government schools.</td>
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<td>Permission to Teach Teacher</td>
<td>means a teacher who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <em>Education and Training Reform Act 2006</em> (Vic) or its successor</td>
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<tr>
<td>Principal</td>
<td>means the Principal of Oakleigh Grammar or his or her nominee</td>
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<tr>
<td>Registered Medical Practitioner</td>
<td>means a person who qualified to practise medicine in Australia and who is registered with the Medical Board of Australia</td>
</tr>
<tr>
<td>Shut down period</td>
<td>means any period of time where the Employer shuts down or closes the whole or part of their operations. A shut down period may be designated during non term weeks where students are not in attendance at the School</td>
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<tr>
<td>School Teacher</td>
<td>means a person who holds Full or Provisional Registration granted by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <em>Education and Training Reform Act 2006</em> (Vic.) and is employed to teach. This definition includes a qualified teacher librarian, but does not include a person employed as a Principal or a Deputy Principal, by whatever name called</td>
</tr>
<tr>
<td>Teachers Award</td>
<td>means the <em>Educational Services (Teachers) Award 2010</em> or its successor</td>
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<tr>
<td>Teacher</td>
<td>means a School Teacher including a Teacher who holds Permission to Teach Registration with Victorian Institute of</td>
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<th>Teaching and an Early Childhood Teacher, unless separately specified</th>
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<td>Term weeks means the weeks in the School year that students are required to attend school, and designated student-free days, as set out in the School calendar</td>
</tr>
<tr>
<td>Victorian Institute of Teaching means the statutory authority for the registration of teachers established pursuant to the Education and Training Reform Act 2006 (Vic) or its successor</td>
</tr>
</tbody>
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8 DISPUTE RESOLUTION PROCEDURE

8.1 This clause replaces cl.9 – Dispute resolution of the General Staff Award and cl.9 – Dispute Resolution of the Teachers Award.

8.2 If a dispute relates to:

(a) a matter arising under the Agreement, or

(b) the NES,

this clause sets out procedures to settle the dispute.

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

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

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

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

(a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.
Note. If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

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

8.7 While the parties are trying to resolve the dispute using the procedures in this clause:

(a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) the Occupational Health and Safety Act 2004 (Vic.) would not permit the work to be performed; or

(iii) the work is not appropriate for the Employee to perform; or

(iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

8.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

PART 2 – MANDATORY TERMS

9 AGREEMENT FLEXIBILITY

9.1 This clause replaces cl.7 – Award flexibility of the General Staff Award and cl.7 – Award flexibility of the Teachers Award.

9.2 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the Agreement deals with one or more of the following matters:

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

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph cl.9.2(a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.
9.3 The Employee may appoint a representative to assist in discussions regarding an Individual flexibility Agreement.

9.4 The Employer must ensure that the terms of the individual flexibility arrangement: (a) are about permitted matters under section 172 of the FW Act; and (b) are not unlawful terms under section 194 of the FW Act; and (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.5 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the Employer and Employee; and

(c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(d) includes details of:

(i) the terms of the Agreement that will be varied by the arrangement; and
(ii) how the arrangement will vary the effect of the terms; and
(iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(iv) states the day on which the arrangement commences.

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

9.7 The Employer or Employee may terminate the individual flexibility arrangement: (a) by giving 28 days' written notice to the other party to the arrangement; or (b) if the Employer and Employee agree in writing - at any time.

10 Consultation

10.1 This clause replaces clause 8 – Consultation of the General Staff Award and cl.8 – Consultation of the Teachers Award.

10.2 This clause applies if the Employer:

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

In this clause: relevant Employees means the Employees who may be affected a by a change referred to in cl.10.2(a) or (b).
Consultation regarding major workplace change

10.3 For a major change referred to in cl.10.2(a):

(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and

(b) cll.10.4 to 10.10 apply.

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

10.5 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.

10.6 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.

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

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

10.9 If a clause in the 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 cll.10.3(a), 10.4 and 10.6 are taken not to apply.

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

(a) the termination of the employment of Employees; or

(b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain Employees; or
(f) the need to relocate Employees to another workplace; or
(g) the restructuring of jobs.

Consultation about changes to regular rosters or hours of work

10.11 For a change referred to in cl.10.2(b):
(a) the Employer must notify the relevant Employees of the proposed change;
and
(b) cl 10.12 to 10.16 apply.

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

10.13 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.

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

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

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

10.17 For the purposes of cl.10.12 to 10.16, the Employer’s educational timetable in respect of academic classes and student activities, which:
(a) may operate on a term, semester or a School year basis, and
(b) ordinarily changes between one period of operation and the next, and
(c) may change during the period of operation, is not a regular roster.

10.18 However, where a change to the Employer’s educational timetable directly
results in a change:
(a) to the number of ordinary hours of work of an Employee, or
(b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
(c) to the days over which the Employee is required to work
cll.10.12 to 10.16 will apply.

PART 3 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

11 REMUNERATION PACKAGING

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

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

12 MINIMUM EMPLOYMENT PERIOD

12.1 An Employee’s employment is contingent upon the satisfactory completion of a six month minimum employment period.

12.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee’s employment, then the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place, from time to time.

12.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee’s employment commencing, the Employee is entitled to notice prescribed by the relevant Award or payment in lieu of notice, as follows.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher</td>
<td>7 term weeks</td>
</tr>
<tr>
<td>General Staff</td>
<td>1 week</td>
</tr>
</tbody>
</table>

12.4 If the Employee is to resign within the first six months of the Employee’s employment commencing, then the Employee is required to give the same notice required of the Employer in cll.12.3 above
13 PERSONAL/CARER’S LEAVE

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

13.2 An Employee other than a casual Employee is entitled to a paid personal leave entitlement, which includes both sick leave and carer’s leave.

13.3 For a full-time Employee the personal leave entitlement equates to 15 days per year of service. A part-time Employee is entitled to paid personal leave on a pro rata basis based on their rostered hours of work.

13.4 Where a full-time Employee has a need for personal or carer’s leave that exceeds the Employee’s accrued entitlement at the time that leave is needed, the Employee is entitled to be paid sick leave in advance of accrual as follows:

(a) six (6) days during the first term worked, and thereafter, an additional three (3) days during at the commencement of each subsequent school term, if in the first year of service with the Employer, or

(b) up to the annual entitlement of 15 days, if in the second or subsequent year of service,

provided that the notice and evidentiary requirements are met.

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

13.6 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.

13.7 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.

13.8 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.

13.9 Notice and Evidentiary Requirements

13.9.1 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
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household as the member is suffering either a personal illness or injury or an unexpected emergency.

13.9.2 An Employee is entitled to sick leave provided that:

- the Employee produces a medical certificate from a Registered Medical 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 Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled or a non-term week and which would not otherwise require the production of a certificate; and

- the Employee produces a medical certificate from a Registered Medical Practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

13.9.3 An Employee is entitled to carer’s leave provided that the Employee produces, if required by the Employer, a medical certificate from a Registered Medical Practitioner or statutory declaration to the Employer stating the person concerned was affected by an illness, injury or unexpected emergency and that the illness, injury or unexpected emergency is such as to require care by another. In the case of an unexpected emergency, sufficient information must be provide to verify the unexpected emergency.

14 **COMPASSIONATE LEAVE**

14.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

14.2 An Employee other than a casual employee may take three (3) days’ paid leave per permissible 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.

14.3 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.

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

15 **LONG SERVICE LEAVE**

15.1 An Employee is entitled to thirteen weeks’ long service leave upon the completion of ten years of continuous employment. An Employee is entitled to an additional six and a half weeks’ long service leave for each additional five years of continuous employment with the Employer.
15.2 An Employee, whose service has been all full-time or all at the same part-time fraction, is paid during long service leave at the Employee’s normal salary.

15.3 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.

15.4 Illness on Long Service Leave

15.4.1 Subject to the requirements of cl.15.4.2, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer’s leave, is entitled to have the period of illness or injury treated as personal/carer’s leave, with long service leave reaccredited to the Employee. The Principal may require the Employee to be examined by a Registered Medical Practitioner of the Employer’s choice, provided the practitioner is reasonably accessible to the Employee.

15.4.2 The Employee’s application under cl.15.4.1:
   i. must be received by the Employer during the period of illness or injury;
   ii. must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
   iii. must indicate whether the Employee wishes to extend the long service leave by the period of the illness or injury or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee’s accrued long service leave entitlement.

15.5 Timing and Taking of Long Service Leave

15.5.1 The timing of taking of long service leave will be negotiated between the Principal and the Employee for mutual advantage but will ordinarily be taken within twenty four months of the entitlement falling due following ten years of continuous employment.

15.5.2 Notwithstanding cl.15.5.1, an Employee may apply to access a period of long service leave after a period of seven years of continuous employment with the Employer.

15.5.3 In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee’s needs, in so far as they are compatible with the Employer’s operational needs.

15.5.4 The period of long service leave will usually not be for less than a full term. In special circumstances, an application for a shorter period of long service leave will be considered by the Employer.

15.5.5 Where an Employee has not accrued sufficient leave to cover a full term, the Employer may grant a period of leave without pay in conjunction with the period of long service leave. The granting of leave without pay in these circumstances will be at the discretion of the Employer.
15.6 Long Service Leave at half pay

15.6.1 An Employee who is eligible to access a period of long service leave after seven years of continuous employment may request to access the period of leave at half pay, thereby, extending the period of long service leave over a greater period. The Employer will grant the request unless it would be unreasonable to do so taking into account the needs of the Employer and operational requirements of the Employer.

16 Paid Parental Leave

16.1 Where an Employee other than a casual Employee is granted unpaid parental leave in accordance with the NES and where the Employee will have the primary responsibility for the care of a child, the Employee is entitled to be paid a parental allowance:

16.1.1 equivalent to six (6) weeks’ salary at the Employee’s ordinary rate of pay, provided that the Employee takes a minimum of six weeks’ unpaid parental leave commencing at or around the time of the birth of the child; or

16.1.2 equivalent to six (6) weeks’ salary at the Employee’s ordinary rate of pay, provided that the Employee takes a minimum of six weeks’ unpaid adoption leave at or around the time of the placement of the child with the Employee.

16.2 The parental allowance in cl.16.1 increases to:
(a) eight (8) weeks’ salary from 1 February 2016,
(b) nine (9) weeks’ salary from 1 February 2017, and
(c) ten (10) weeks’ salary from 1 February 2018.

16.3 During the period of time that the Employee is in receipt of the parental allowance under cl.16.1, the Employee is entitled to accrue annual leave (as defined by the NES), personal/carer’s leave and long service leave, in accordance with this Agreement.

16.4 Where an Employee takes a period of concurrent parental leave at the time of the birth or placement of a child in accordance with the NES, the Employee is entitled to a parental allowance at the Employee’s ordinary rate of pay for up to two weeks of the period of concurrent parental leave.

16.5 An Employee must have a minimum of 12 months’ continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to cl.16.1 or 16.4.

16.6 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to cl16.1.

17 Flexible Working Arrangements

An Employee returning to work following a period of parental leave has the right to request flexible working arrangements in accordance with the NES. Clause 8 – Dispute resolution procedure of this Agreement has no application to any request or decision made pursuant to the relevant NES provision.
18 Leave Without Pay

An Employee may apply for leave without pay which may be granted at the discretion of the Principal. An Employee agrees that entitlements under this Agreement do not accrue during any period of leave without pay. An Employee may not be in receipt of any paid entitlements under this Agreement while on a period of leave without pay. This provision expressly overrides section 62 of the LSL Act.

19 Infectious Diseases Leave

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

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

20 Camp Allowance

An Employee required by the Employer to attend school camps in the State of Victoria for more than two nights in a School year will be paid $50 per night for every night required on a school camp in excess of two nights.

21 Breakage and Loss

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee’s duties.

22 Examination Leave

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

23 Qualification Conferral Leave

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

24.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Accident Compensation Act 1985 (Vic) (the AC Act) or the Workplace Injury Rehabilitation and Consultation Act 2013 (WIRC Act), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks for in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

24.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the AC Act or the WIRC Act, then the Employee does not accrue any of the following entitlements under this Agreement or under the FW Act (where relevant) for the duration of any such absence:
   i. non-term weeks, including annual leave (Teachers);
   ii. annual leave (General Staff Employees);
   iii. paid personal/carer’s leave.

24.3 If, during the period of operation of this Agreement, Victorian or Federal Government legislation is implemented which requires the Employer to pay accident pay, then the Employer will pay accident pay in accordance with the legislation. The payment required under cl.24.2 will be offset against any legislated requirements.

25 PUBLIC HOLIDAYS

25.1 Public holidays are as provided in the NES, except where this Agreement provides ancillary or supplementary terms.

25.2 An Employee is entitled to the following public holidays in accordance with the NES:
   • 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.

25.3 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.

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

25.5 An agreement made in accordance with cl.25.3 or 25.4 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.

26 **REDUNDANCY**

Instead of the redundancy payments specified in section 119(2) of the NES, the following redundancy payments apply:

<table>
<thead>
<tr>
<th>Employee’s period of continuous service with the Employer on termination</th>
<th>Redundancy pay period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>At least 4 years but less than 5 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>At least 5 years but less than 6 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>At least 6 years but less than 7 years</td>
<td>11 weeks</td>
</tr>
<tr>
<td>At least 7 years but less than 8 years</td>
<td>13 weeks</td>
</tr>
<tr>
<td>At least 8 years but less than 9 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>At least 9 years</td>
<td>16 weeks</td>
</tr>
</tbody>
</table>

27 **WORKPLACE CONSULTATIVE COMMITTEE**

27.1 The Employer will establish a Workplace Consultative Committee (the Committee) which has the purpose to serve as a communication forum to enable the view of Employees on a range of issues to be considered by the Principal. The Committee holds no decision-making authority.

27.2 Where possible, the Committee will consist of:

(a) the Principal, or his or her delegate;
(b) two additional nominees of the Principal; and
(c) three employees, elected by the employees, to represent Teachers and General Staff Employees.

27.3 The Committee shall meet as follows:

(a) A minimum of once each semester.
(b) At such times, as requested by the Principal or at the request of a minimum of two Committee members.

27.4 The Committee shall determine its operational procedures.
PART 4 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

28 WORK ORGANISATION

The Employer may direct a Teacher to perform such duties as are within the limits of the Teacher’s skill, competence and/or training.

29 HOURS OF WORK

29.1 This clause of the Agreement replaces cl.19 – Ordinary hours of work of the Teachers Award and provides for enterprise-specific detail and supplements the NES that deals with maximum weekly hours.

29.2 Notwithstanding the NES, and due to the operational requirements of the Employer, the ordinary hours of a Teacher under this Agreement are 38 per week and may be averaged over the 12 month period of the School Year.

29.3 The ordinary hours of work for a Teacher during Term weeks are variable. In return, a Teacher is not required to attend for periods of time when the students are not present, subject to the needs of the Employer with regard to professional development, student free days and other activities requiring the Teacher’s attendance.

29.4 A Teacher will not be required to attend professional development, student free days or other activities during the Non-term weeks between terms 1 and 2, 2 and 3, and 3 and 4 of the School Year.

29.5 Notwithstanding the provisions of cl.29.4 above, nothing shall prevent the Employer and/or Employee/s reaching mutual agreement about professional development, student free days or any other activities being undertaken during the Non-term weeks occurring between terms 1 and 2, 2 and 3 and 3 and 4, either at the request of the Teacher/s or the Employer.

29.6 The provisions of this clause do not apply to requests to undertake professional development by a Teacher which is not required by the Employer.

29.7 The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 201 in each School Year. This number will be reduced by the number of public holidays occurring during Term weeks, save for any agreement reached between parties pursuant to clause 24 of this agreement.

29.8 The following circumstances are not included when calculating the 201 Teacher attendance days:

(a) co-curricular activities that are conducted on a weekend;

(b) School related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;

(c) when the Teacher appointed to a leadership position is performing duties in Non-term weeks that are directly associated with the leadership position;
Oakleigh Grammar Enterprise Agreement 2015

(d) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in the School community, in which a Teacher may be recalled to perform duties relating to their position.

29.9 The Employer will provide written notice of the Term weeks and days in Non-term weeks on which a Teacher is required to attend including professional development days, student free days and other activities requiring a Teacher’s attendance six months in advance of the requirement to attend.

29.10 Where the parties reach mutual agreement to conduct professional development and other activities requiring a Teacher’s attendance during Non-term weeks occurring between terms 1 and 2, 2 and 3 and 3 and 4, the provisions of cl.29.9 do not apply.

29.11 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a Teacher’s entitlements for the School year or a proportion of the School year. The Teacher’s absence from School during Non-term weeks is deemed to include their entitlement to annual leave.

28.12 When determining the workload of a Teacher in the first year of teaching experience and the first-year teacher’s school-appointed mentor, regard will be given to the total workload of the first-year teacher and the teacher mentor.

30 SALARIES

30.1 Instead of the salaries provided for in in cl.14.1 of cl.14 – Minimum salary of the Teachers Award the salaries contained in Schedule A to this Agreement will apply to Teachers employed by the Employer.

30.2 Part time Teacher

30.2.1 Instead of cl.10.4(a), (b) and (c) of cl.10 – Types of employment and cl.13.2(b), a Part-Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis. The Employer will determine the hours of full-time face to face teaching. The pro rata annual salary is calculated using the following formula. For the purpose of this formula only, a Full-Time Teacher’s face-to-face teaching hours are deemed to be 18 hours secondary and 23 hours primary.

\[
\text{hours of face-to-face teaching} \times \frac{\text{annual salary}}{\text{hours of Full-Time Teacher’s face-to-face teaching}}
\]

30.2.2 A Part-Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.
PART 5 – CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF

31 SALARIES

Instead of the salaries provided for in cl.15.1 of cl.15 – Minimum wages of the General Staff Award the salaries contained in Schedule B to this Agreement will apply to General Staff employed by the Employer.

32 TERMINATION OF EMPLOYMENT

For the purpose of cl.12- Termination of employment of the General staff Award, the period of notice required by the NES is as follows:

<table>
<thead>
<tr>
<th>Employee’s period of continuous service with the Employer at the of the day the notice is given</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

Where the Employer is providing notice of termination of employment, and the Employee is over 45 years old and has completed at least 2 years of continuous service with the Employer at the end of the day that notice is given, the notice period is increased by 1 week.

33 ANNUAL LEAVE

Instead of the entitlement to four weeks’ annual leave available pursuant to cl.28 – Annual leave of the General Staff Award and the NES, a General Staff Employee is entitled to five weeks’ annual leave. A General Staff Employee is required to take annual leave for all days for which the Employer closes the School or the part of the School in which the General Staff Employee works.
DECLARATION

EXECUTED as an agreement this 17th of June 2015

EMPLOYER REPRESENTATIVE

Signed: [Signature]
Date: 17-06-15
Name in Full (printed): MARK ROBERTSON
Position title: PRINCIPAL
Authority to sign explained: EMPLOYER BARGAINING REPRESENTATIVE
Witnessed by: [Signature]
Witness name in full: ARTHUR KARAVAS
Witness address: 6A Marriot St Parkville VIC 3082

EMPLOYEE REPRESENTATIVE

Signed: [Signature]
Date: 17/06/15
Name in Full (printed): ALEXANDRA PAPAGEORGIOU
Position title: JUNIOR SCHOOL TEACHER LEIU REP
Authority to sign explained: EMPLOYEE BARGAINING REPRESENTATIVE
Address: 14 PAWAYNE ST.
BURNWOOD EAST VIC 3151
Witnessed by: ANASTASIA MITSOPOULOS
Witness name in full: ANASTASIA MITSOPOULOS
Witness address: 140 MACKIE ROAD BENLEIGH EAST VIC 3165
Oakleigh Grammar Enterprise Agreement 2015

SCHEDULE A – SALARIES FOR TEACHERS

A1.1 Salary

An Employer will pay a full-time Teacher not less than the annual rate of pay for the Teacher’s classification as specified below.

<table>
<thead>
<tr>
<th>Level</th>
<th>From the first pay period commencing on or after</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 February 2015</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>1</td>
<td>54,549</td>
</tr>
<tr>
<td>2</td>
<td>56,104</td>
</tr>
<tr>
<td>3</td>
<td>57,701</td>
</tr>
<tr>
<td>4</td>
<td>59,346</td>
</tr>
<tr>
<td>5</td>
<td>61,037</td>
</tr>
<tr>
<td>6</td>
<td>62,778</td>
</tr>
<tr>
<td>7</td>
<td>64,567</td>
</tr>
<tr>
<td>8</td>
<td>66,409</td>
</tr>
<tr>
<td>9</td>
<td>68,299</td>
</tr>
<tr>
<td>10</td>
<td>70,245</td>
</tr>
<tr>
<td>11</td>
<td>72,249</td>
</tr>
<tr>
<td>12</td>
<td>74,306</td>
</tr>
</tbody>
</table>

A1.2 Salary Review

The Employer will discuss salary with the Workplace Consultative Committee in Term 4 of 2015, 2016 and 2017. Discussions will take into consideration salaries applicable elsewhere in the Victorian education sector. Subject to budgetary constraints the Employer may determine an appropriate salary increase. Salary increases where applicable will be effective from the first pay period on or after 1 February and/or 1 August of the following year.

A1.3 Part time Teacher Progression

Instead of the progression arrangements in cl.13.2 and 13.4 of cl.13 – Classifications of the Teachers Award, a Teacher employed for 40 per cent or less of a full time teaching load will be required to complete 24 months’ service before progressing to the next level. A Teacher employed for 40 per cent of less of a full time teaching load, who has additional relevant experience, may apply to the Principal to progress after completing 12 months’ service. Granting the application is at the Principal’s discretion.

A1.4 Incremental Progression

A1.4.1 This clause replaces the progression arrangements in cl.13.4 of cl.13 – Classifications of the Teachers Award.
A1.4.2 Subject to Sch.A1.3, a Teacher who is three year trained will commence on Level 1 of the Teacher salary scale in Schedule A1.1 and progress according to normal years of service to Level 12.

A1.4.3 Subject to Sch.A1.3, a Teacher who is four year trained will commence on Level 1 of the Teacher salary scale in Schedule A1.1 and progress according to normal years of service to Level 12.

A1.4.4 Subject to Sch.A1.3, all other Teachers including Permission to Teachers will commence on Level 1 of the Teacher salary scale in Schedule A1.1 and progress according to normal years of service to a maximum of Level 5.
SCHEDULE B – POSITION OF RESPONSIBILITY ALLOWANCES FOR TEACHERS

B1.1 Instead of the allowances in cl.15.3(g)(ii) of cl.15.3 – Leadership allowances of the Teachers Award, the following annual allowances will apply from the first pay period commencing on or after the specified date:

<table>
<thead>
<tr>
<th>Level</th>
<th>2015 1 February</th>
<th>2016 1 February</th>
<th>2017 1 February</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Level 1</td>
<td>8,000</td>
<td>8,240</td>
<td>8,487</td>
</tr>
<tr>
<td>Level 2</td>
<td>5,000</td>
<td>5,150</td>
<td>5,305</td>
</tr>
<tr>
<td>Level 3</td>
<td>4,000</td>
<td>4,120</td>
<td>4,244</td>
</tr>
</tbody>
</table>

B1.2 The amounts provided for in Sch.B1.1 are the minimum amounts which a Teacher holding a position of responsibility will be paid for the level attached to the position of responsibility for the duration of this Agreement.

B1.3 Should the percentage increase applied to salaries for 2016 and 2017 in Sch.A1.1 be higher than the percentage increase in Sch.B1.1 for 2016 and 2017, the allowances in Sch.B1.1 will be increased to match the percentage increase applied in Sch.A1.1.
SCHEDULE C – SALARIES FOR GENERAL STAFF

C1.1 The Employer will pay a full-time Adult General Staff Employee not less than the annual rate of pay specified for the Employee’s classification as specified below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>From the first pay period commencing on or after</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 February 2015</td>
</tr>
<tr>
<td>Level</td>
<td>Annual $</td>
</tr>
<tr>
<td>1.1</td>
<td>36,688.94</td>
</tr>
<tr>
<td>1.2</td>
<td>38,098.90</td>
</tr>
<tr>
<td>1.3</td>
<td>39,477.54</td>
</tr>
<tr>
<td>2.1</td>
<td>39,787.12</td>
</tr>
<tr>
<td>2.2</td>
<td>41,039.39</td>
</tr>
<tr>
<td>3.1</td>
<td>41,541.45</td>
</tr>
<tr>
<td>3.2</td>
<td>42,291.65</td>
</tr>
<tr>
<td>4.1</td>
<td>43,852.34</td>
</tr>
<tr>
<td>4.2</td>
<td>46,042.64</td>
</tr>
<tr>
<td>5.1</td>
<td>47,543.03</td>
</tr>
<tr>
<td>5.2</td>
<td>49,823.77</td>
</tr>
<tr>
<td>6.1</td>
<td>51,615.20</td>
</tr>
<tr>
<td>6.2</td>
<td>55,118.05</td>
</tr>
<tr>
<td>7.1</td>
<td>56,739.04</td>
</tr>
<tr>
<td>7.2</td>
<td>58,554.82</td>
</tr>
<tr>
<td>7.3</td>
<td>60,369.44</td>
</tr>
<tr>
<td>8.1</td>
<td>65,748.36</td>
</tr>
</tbody>
</table>
C1.2 Salary Review

The Employer will discuss salary with the Workplace Consultative Committee in Term 4 of 2015, 2016 and 2017. Discussions will take into consideration any decision to increase the salaries of teachers. Where the Employer determines a salary increase for teachers, the Employer will increase the salaries of General Staff by the same percentage. Salary increases where applicable will be effective from the first pay period on or after 1 February and/or 1 August of the following year.
D1.1 Instead of the salaries in Sch.C.1.1., the salaries in the following table apply only to Curriculum/Resources Services and Classroom Support Services Employees engaged prior to 24 January 2011 on the basis of paid school holidays. Such positions would include but are not limited to:
- Classroom Assistants
- Integration Aides
- Library Technicians
- Laboratory Technicians
- Senior Technicians

<table>
<thead>
<tr>
<th>Classification Level</th>
<th>From the first pay period commencing on or after</th>
<th>1 February 2015</th>
<th>1 August 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual 48/52 $</td>
<td>Weekly 48/52 $</td>
<td>Annual 48/52 $</td>
</tr>
<tr>
<td>1.1</td>
<td>33,866.71</td>
<td>649.04</td>
<td>34,544.04</td>
</tr>
<tr>
<td>1.2</td>
<td>35,168.22</td>
<td>673.98</td>
<td>35,871.58</td>
</tr>
<tr>
<td>1.3</td>
<td>36,440.81</td>
<td>698.37</td>
<td>37,169.63</td>
</tr>
<tr>
<td>2.1</td>
<td>36,726.57</td>
<td>703.84</td>
<td>37,461.10</td>
</tr>
<tr>
<td>2.2</td>
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<td>726.00</td>
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D1.2 The rates of pay in Schedule D1.1 are calculated on the basis of 48/52 of the rates of pay for an Employee who is required to work the full year and is in receipt of four (4) weeks' annual leave.
D1.3 An Employee who is employed for part only of a School Year will be paid a pro rata entitlement calculated on the basis of one third of the number of weeks the Employee has worked (excluding Non-term weeks) at the rate of pay applicable at the time leave is taken or employment is terminated.

D1.4 Where the Employer varies the rates of pay in Schedule C1.1 those salaries will be adjusted by 48/52 formula in order to determine salaries for Employees employed pursuant to Schedule D.