



FAIR WORK
COMMISSION

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Billanook College Ltd
(AG2013/1053)

BILLANOOK COLLEGE LTD (TEACHERS) CERTIFIED AGREEMENT 2013

Educational services

COMMISSIONER BISSETT

MELBOURNE, 9 MAY 2013

Application for approval of the Billanook College Ltd (Teachers) Certified Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Billanook College Ltd (Teachers) Certified Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

[3] The Independent Education Union of Australia (IEU) has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by s.201(2), I note that the Agreement covers the organisation.

[4] The Agreement is approved. In accordance with s.54(1) it will operate from 16 May 2013. The nominal expiry date of the Agreement is 31 December 2015.



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Billanook College Ltd Certified Agreement 2013

1. **Title**
The Agreement shall be known as the Billanook College Ltd (Teachers) Certified Agreement, 2013 ("the Agreement").

2. **Table of Contents**

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PART A – APPLICATION AND OPERATION

3. Application and Coverage

The Agreement is to be known as the Billanook College Ltd (Teachers) Certified Agreement 2013 and applies to all Teaching Staff of Billanook College Ltd, located at 197-199 Cardigan Road, Mooroolbark, Victoria, 3138, whose employment is regulated by the terms and conditions of the *Educational Services (Teachers) Award 2010*.

4. Definitions

- (a) *Accident Compensation Act* - means the Accident Compensation Act 1985 (Vic) or its successor(s).
- (b) *Act* - means the Fair Work Act 2009 (C'th) or its successor(s).
- (c) *Attendance time* – means all days of the School Year less the Non Attendance Time and the period of annual leave
- (d) *Award* - means the Educational Services (Teachers) Award 2010 or its successor(s).
- (e) *Continuity of Service* – means all service for which paid leave is applicable. Periods of unpaid leave do not count as service, except at the discretion of the employer. Periods of approved unpaid leave do not break service.
- (f) *Director of Learning* – member of Senior Leadership of Billanook College
- (g) *Employee* - means a person covered by this Agreement
- (h) *Employer* - means Billanook College Ltd (ABN: 37 005 705 555)
- (i) *FWC* - means Fair Work Commission
- (j) *Heads of School* – means the Head, Primary, Middle and Senior School – members of the Senior Leadership Team of Billanook College
- (k) *LSL Act* - means the Long Service Leave Act 1992 (Vic) or its successor(s)
- (l) *NES* - means the National Employment Standards as contained in Part 2.2 of the Act.
- (m) *Non-attendance time* – means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)
- (n) *Non-term week* - means weeks, or part thereof, in the school year other than term weeks and includes periods designated as school holidays for students which will be announced not less than six months in advance of the new school year.
- (o) *Principal* – means Principal of Billanook College or his or her nominee.
- (p) *Deputy Principal* – means Deputy Principal of Billanook College or his or her nominee.
- (q) *School year* – means the period of 12 months commencing from the day the employees are required to attend the school for the new educational year or the calendar year, as determined by the school, and includes term weeks and non-term weeks.
- (r) *Shut down period* - means the period or periods where the Employer shuts down the business, or any part of the business, in which the Teacher works
- (s) *Standard rate* – means the annual salary applicable to the classification level.
- (t) *Teachers* – all employees qualified and registered by the Victorian Institute of Teaching
- (u) *Term weeks* – means the weeks, or part thereof, in the school year that students are required to attend school and designated student free days as set out in the school calendar.

5. Parties Bound

- 5.1 This is a single Agreement made pursuant to S172(2) of the *Fair Work Act 2009 (C'th)*

- 5.2 The Agreement shall be binding upon all Teaching Staff of Billanook College Ltd (the employees) and Billanook College Ltd.
- 5.3 This Agreement does not apply to the Principal, Deputy Principal, Heads of School, Director of Learning or instrumental music tutors.
- 5.4 The Independent Education Union Victoria Tasmania will be covered by the Agreement upon notice under s.183 (1) of the Act.
- 6. Commencement and Period of Operation**
- 6.1 Where the Agreement passes the Better Off Overall Test, the Agreement will be operative from the date of the notice issued by the Fair Work Commission approving the Agreement.
- 6.2 The nominal expiry date of the Agreement is 31 December, 2015.
- 7. Relationship to the Educational Services (Teachers) Award 2010**
- 7.1 The terms of the *Educational Services (Teachers) Award 2010* (excluding Clause 14.1) that prescribe entitlements for employees, shall operate in conjunction with this Agreement, provided that:
- (a) where the Agreement is silent on rates of pay, conditions, allowances or other matters pertaining to the employment relationship, the Award shall apply;
- (b) in the event of any inconsistency in respect of rates of pay, conditions, allowances or other matters between the Award and the Agreement, the higher standard shall apply.
- 8. No Extra Claims**
- 8.1 The employer and the employees agree that the salary increase and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the employer and the employees, and that no further claims will be made prior to the nominal expiry date set out in Clause 6.2 hereof.
- 9. The National Employment Standards**
- 9.1 The National Employment Standards (NES) as contained in Part 2.2 of the Act are the minimum entitlements to which an employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 9.2 This Agreement provides industry and enterprise specific detail where it deals with a matter provided for in the NES.
- 10. Agreement Flexibility**
- 10.1 An employer and employee covered by this enterprise 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:
- arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.
- 10.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 10.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - 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
 - (e) states the day on which the arrangement commences.
- 10.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

PART B – CONSULTATION AND DISPUTE RESOLUTION

11. Consultation

- 11.1 This term applies if:
- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- 11.2 The employer must notify the relevant employees of the decision to introduce the major change.
- 11.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 11.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 11.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - 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:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.
- 11.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 11.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 11.8 If a term in the enterprise 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 Sub Clauses (2), (3) and (5) are taken not to apply.
- 11.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 11.10 In this term, *relevant employees* means the employees who may be affected by the major change.

12. Consultative Committee

- 12.1 Parties to the Agreement are committed to continual, real and on-going consultation to maintain and identify further productivity improvements for the benefit of both the employees and employer. It is agreed that upon the approval of the Agreement a Consultative Committee will be convened to facilitate communication between the employees and employer.
- (a) The Principal on behalf of the employer, shall consult with the Consultative Committee on matters such as on-going industrial issues, workload issues, and the implementation of the Agreement.
- 12.2 This committee will be convened by the Deputy Principal or a nominee and will consist of representatives of all areas of operation within the School, a Union Representative as well as the Principal and a Management representative.
- 12.3 The committee will meet at least twice a year with the Principal or the Principal's delegate. In addition, any member of the committee or the Principal may request that a meeting be convened. All parties shall have the right to put forward issues for the Agenda and that an Agenda will be circulated three days prior to the meeting and will be displayed on appropriate noticeboards. Meetings will take place within working hours.
- 12.5 Minutes of the committee meetings will be recorded and distributed to all employees.
- 12.6 Recommendations of the Consultative Committee will be carried forward to management, who will respond in writing within one week.

13. Dispute Resolution

- 13.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the NES;
- this term sets out procedures to settle the dispute.

- 13.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 13.3 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.
- 13.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 13.5 FWA may deal with the dispute in 2 stages:
- (a) FWA 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 FWA is unable to resolve the dispute at the first stage, FWA may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.
- Note:* If FWA arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that FWA 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.
- 13.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (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:
 - the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 13.7 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this term.

PART C – CAREER PROGRESSION

14. Commitment to Professional Learning

- 14.1 The parties to the Agreement acknowledge that they have a joint commitment to the development of a more highly skilled and flexible Staff. This commitment will be realised by continuing to support professional development opportunities for all employees, which will enhance career opportunities for the staff at Billanook College and create an environment of commitment to models of continuous improvement and flexibility for the College. All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the College.
- 14.2 Teachers will ordinarily undertake a minimum of thirty (30) hours per year of professional development.
- (a) 15 hours per year shall be in the teacher's own time and 15 hours per year shall be during Term time.
- 14.3 Professional Learning can, amongst a range of other activities, take the form of conferences, seminars, networking, professional reading, critical reflection with a mentor. The employer makes a commitment to the funding of professional learning for each employee within budget and to a time commitment of 15 hours within working hours for the purposes of professional learning.

- 14.4 In order to realise the goals of:
- Developing a learning culture and one of excellence
 - Building capacity within students and staff
 - Effectively utilising ICT to facilitate and enhance learning
 - Providing a 21st century model of learning

Employees make a commitment to:

- Build digital literacy skills
- Utilise ICT to facilitate and enhance learning
- Adopt a learning culture
- Standards of excellence in learning outcomes
- Making learning visible for students
- Implement the College's curriculum model and attend specific training and professional learning activities provided by the College for this purpose

- 14.5 It is the employee's responsibility to keep an up-to-date record of all their professional development activities. This record will be used to assist with performance appraisal.

15. Trade Union Training

- 15.1 An employee who has been nominated by a union and has been accepted by a training provider to attend a trade union course may be granted up to one day's leave on full pay in any one calendar year, so long as granting of such leave does not unduly affect the operations of the school.

- 15.2 The employee may be granted the leave where the employer is satisfied that the course of training is likely to contribute to a better understanding of employee relations, OH&S, safe work practices, knowledge of the Award and other industrial entitlements and the upgrading of employee skills.

16. Performance Appraisal

- 16.1 The Performance Appraisal is an opportunity for both employer/employee to reflect on the effectiveness of the employee's performance and is a learning process for both the individual and organisation, recognising dual accountability to improved performance and development.

- 16.2 The objectives of the appraisal process are to:
- acknowledge areas of achievement and provide feedback on performance.
 - identify areas which may improve job satisfaction and efficiency.
 - identify any difficulties and the means to resolve these.
 - identify training and development needs.
 - strengthen working relationships between management and Staff and
 - enhance communication between both parties.

- 16.3 The appraisal will have measurable outcomes that facilitate an improvement in performance and also achieve the following:
- acknowledgement of good practice and affirmation.
 - concerns explored in an open, honest and non-threatening way.
 - a personal learning plan.
 - agreement regarding achievable goals for the next review period.
 - revised duty statement where appropriate

- 16.4 The appraisal process will involve both self-reflection and nominated peer feedback as well as the opportunity to share reflections on professional practice with a Direct Report in a trusting, open and mutually supportive climate. A summative report and meeting with the Principal follow.

- 16.5 A full appraisal will be conducted biennially.

- 16.6 Professional goals and learning plans will be reviewed annually.

- 16.6 The employer will not use this process in substitution for or as an alternative to due process.

17. **Leading Teacher (Classroom) - Description**

Teaching staff can pursue career opportunities as a Leading Teacher in the classroom.

In recognition of highly skilled classroom practice at Billanook College an eligible Staff member may apply for appointment to a promotional teaching position as a leading classroom teacher.

Appointment to this classification cannot be held concurrently with a designated Position of Responsibility.

17.1 **Leading Teacher (Classroom)**

There are two levels of Leading Teacher (Classroom), above the salary scale which recognise merit and excellence in teaching practice rather than simply length of teaching service, and reward leadership in teaching and learning.

17.2 **Eligibility:** All full-time and part-time teachers who have been classified at L10 for twelve months or more will be eligible to apply for Leading Teacher (Classroom) Level 1/LTC1.

- (a) Teachers must also have given at least one year of service at Billanook College prior to their application.
- (b) Advancement to Leading Teacher (Classroom) Level 2, LTC2 can only occur after a teacher has been classified at LTC1 for at least twelve months and is able to demonstrate their achievements in the nominated area of leadership and ongoing commitment to leadership and excellence in teaching and learning.

17.3 **Duties**

A Leading Teacher (Classroom) is a skilled classroom teacher who undertakes a full classroom teaching load and who provides educational leadership within the School in the following ways:

- Commitment to the education and development of those who intend to join the teaching profession.
- Mentor younger and/or inexperienced teachers.
- Lead and conduct professional learning programs and activities.
- Become an expert reference in teaching and learning styles.
- Be prepared to teach model lessons.
- Trial and practice new teaching and learning methodologies.
- Assist and develop new directions in teaching practice at the Faculty level.
- Develops and promotes initiatives that enhance student learning.
- Leads a learning team.

17.4 **Selection Criteria**

- (a) Teachers promoted to Leading Teacher (Classroom) Level 1 will demonstrate a highly accomplished level of teaching along with the ability to guide, assist and support other teachers. In addition evidence of leadership is required in the areas of professional knowledge, professional practice and professional engagement in line with the Australian Professional Standards for Teachers. This can be expressed in at least five of the following areas as well as professionalism.
 - Curriculum Development & Implementation with particular reference to current trends, recognising individual differences, whole School planning, a commitment to transformation of the learning process, including the use of ICT and implementation of curriculum policy.
 - Pastoral Care with particular reference to developing independence and responsibility, implementing protective behaviours, principles and strategies, organising and developing extra-curricular activities, supporting student leadership.
 - Classroom Management & Discipline with particular reference to management of the learning environment and the promotion of self-discipline and self-esteem.
 - Assessment, Evaluation and Record Keeping with particular reference to forms of assessment and record keeping, modes of feedback and reporting and any action taken on assessment findings.
 - Pedagogical Skills with particular reference to the use of a variety of pedagogy, role as a facilitator of learning, awareness of how children learn and different learning styles.

- Other with particular reference to responsibilities for the implementation of innovative programs of recognised educational value, leadership or major contributions to a working committee/taskforce.
 - Professionalism with particular reference to professional learning, personal standards of conduct, contributions to the team, support of colleagues, contribution to the profession and support of School goals.
- (b) Evidence may take the form of existing material comprising of: course outlines, lesson plans, work sheets, video or testament of observed lesson(s), student survey, letters of commendation, reports, notices, mark books, student work, appraisal summary, photographs, published material, conference/seminar presentations.
- 17.5 Application Process – Leading Teacher (Classroom) Level 1**
- (a) An eligible teacher can apply to the Principal for promotion to Leading Teacher (Classroom) Level 1 or Level 2.
- (b) The application will provide the Principal with detailed evidence relating to the achievement of the selection criteria.
- (c) Two referees are to be nominated by the applicant and two referees are to be nominated by the Principal.
- (d) Not more than one (1) application shall be made per annum.
- (e) All applicants have a right to an interview. Interviews will be generally held within two (2) weeks of receipt of the complete application including references.
- (f) The interview will be conducted by the Principal or his nominee. The applicant may be supported by a colleague who has observer status only. The candidate will be invited through discussion to demonstrate her/his eligibility for appointment to LTC1.
- (g) The candidate would be expected to nominate how she/he would contribute to the College as a Leading Teacher as outlined in 17.3.
- (h) The outcome of the interview is to be communicated in writing to the applicant within one (1) week of the interview.
- (i) Where an application for promotion to this classification is rejected a written statement shall be given to the applicant advising how the selection criteria have not been met.
- (j) Within one (1) week of such advice an appeal may be lodged, in writing stating the grounds of the appeal. The appeal panel shall consist of the Principal or his nominee, a Head of the School and a nominee of the applicant. The decision will be determined based on the letter of appeal, the written application and Principal's comments.
- (k) The written result of the appeal will be provided advising of the decision within one week of the appeal.
- 17.6 Application Process - Leading Teacher (Classroom) Level 2**
- (a) An eligible teacher can apply to the Principal for promotion to Leading Teacher (Classroom) Level 2 following a successful performance appraisal as a Leading Teacher (Classroom) Level 1.
- (b) The application should be in the form of a letter citing evidence which meets the requirements set out in Clause 17.2(b) of this Agreement.
- (c) Where an application for promotion to this classification (LTC2) is rejected a written statement shall be given to the applicant advising how the criteria have not been met.
- (d) Should an applicant wish to appeal this decision, an appeal may be lodged as outlined in Clause 17.5(j) of this Agreement.

17.7 **Performance Appraisal**
Performance appraisal will be conducted pursuant to Clause 16 on an annual basis.

17.8 **Tenure**
Appointment to Leading Teacher Classification will be subject to ongoing satisfactory performance.

(a) Should an LTC Teacher fail to maintain/meet satisfactory performance the classification level will be withdrawn and the teacher will revert to their previous classification level.

PART D – REMUNERATION

18. **Rates of Pay**
The scheduled rates of pay are payable on the signing by both parties of this Agreement.

18.1 **Schedule of Rates of Pay**
The following annual rates of pay will be paid to all full-time, registered teachers. These rates will replace those specified in Clause 14.1 of the Award.

Level	2012	1 January 2013 3.0%	1 January 2014 3.5%	1 January 2015 3.5%
1	59,444	61,227	63,370	65,588
2	62,723	64,605	66,866	69,206
3	64,471	66,405	68,729	71,135
4	66,438	68,431	70,826	73,305
5	68,405	70,457	72,923	75,475
6	70,372	72,483	75,020	77,646
7	72,666	74,846	77,466	80,177
8	74,852	77,098	79,796	82,589
9	77,365	79,686	82,475	85,362
10	86,294	88,883	91,994	95,213
LT1	87,386	90,008	93,158	96,418
LT2	88,479	91,133	94,323	97,624

18.2 **Emergency Teacher Rates**
These rates will replace those specified in Clause 14.5 of the Award.

	2011	1 January 2013	1 January 2014	1 January 2015
Per Day	258.39	266.14	275.46	285.10
Per Period	64.60	66.54	68.87	71.28
Per Hour	51.67	53.22	55.08	57.01

19. **Superannuation**

19.1 The Superannuation Guarantee Charge (SGC) is paid by the College into a "choice of fund" nominated by the employee.

19.2 Only where an employee voluntarily contributes a minimum of 6% to superannuation, the employer will commit to pay an additional 1% above the SGC.

19.3 The maximum employer contribution paid to an employee for all superannuation categories is limited to a total 1% above the SGC on an employee's total salary.

20. Accident Make Up Pay

- 20.1 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 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 in respect of each such injury or illness but only for so much of that period as the employee remains employed by the employer.
- 20.2 If an employee is absent from work because of an illness or injury, for which the employee is receiving compensation payments pursuant to the Accident Compensation Act 1985 (Vic) then:
- (a) The employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - Annual leave; or
 - Paid personal/carer's leave

21. Travel Allowance

- 21.1 The College may approve a staff member's use of a privately owned motor vehicle for College business and the staff member can then apply for reimbursement on the basis of a prescribed mileage allowance. However Staff are encouraged to use the College's vehicles where possible while undertaking College business. The College will not accept any liability, which may arise from the use of a private vehicle on College business.
- (a) All use of a private vehicle on College business must be approved in advance by an authorised officer of the College where reimbursement of cost is sought.
 - (b) Use of a private vehicle on College business by any member of the College shall not exceed 1000 kilometres in any one calendar year.
 - (c) The College may approve a staff member's use of a privately owned motor vehicle for College business at the rate per kilometre as is set down from time to time by the Commonwealth Taxation Office for tax deduction purposes.
 - (d) The rate per kilometre allowance covers both the proportionate costs related directly to the use of the vehicle (fuel, oil, tyres, etc) and proportionate fixed costs (registration, insurance, etc). The latter includes the loss of any "no claim" bonus due to an accident that occurred while the vehicle was being used for College business.
 - (e) A claim for vehicle reimbursement should indicate details of the journey, number of kilometres travelled, and the rate of vehicle allowance claimed.

22. Salary Packaging

- 22.1 The employer may offer to provide and the employee may agree in writing to accept the provision of salary and benefit packages based upon:
- the benefits nominated by the employee; and
 - a salary equal to the differences between the benefit value and the salary which would have applied to the employee prescribed by the terms and conditions of this Agreement and the Award.
- (a) The terms and conditions of the salary packaging agreement shall be in writing and signed by both the employer and employee. The salary packaging agreement shall detail the components of the total salary package for the purposes of the Agreement.
 - (b) A copy of the agreement shall be made available to the employee and a copy shall be open for inspection by an accredited representative of the Union.
 - (c) The employer must inform the employee in writing of how the benefits are costed in money terms.
 - (d) The cost of any benefit will take into account any Fringe Benefit Tax (FBT) payable and an imputed cost to take account of the non-deductibility for taxation purposes of FBT and other non-deductible benefits.

- (e) The salary package shall not increase the total cost of employment and must at all times remain cost neutral to the employer.
 - (f) The employee shall be entitled to inspect the details of payments and transactions made under the terms of the salary packaging agreement.
 - (g) Subject to Sub Clauses 22.1(i), 22.1(j) and 22.1(k) hereof the configuration of the salary package shall remain in force for the period agreed between the employer and employee.
 - (h) When at the end of the agreed period the full amount allocated to the specific benefit has not been utilised, by agreement between the employer and employee, any unused amount may be carried forward to the next period or paid as a salary which will be subject to the usual taxation requirements.
 - (i) During the agreed period the employer or the employee may request a review of the package for reasons including the event that its cost or benefits are materially affected by changes in tax rulings or legislation; if agreement cannot be reached the dispute resolution procedure, as specified in Clause 13 of the Agreement, will be followed.
 - (j) In the event of:
 - separation;
 - divorce;
 - ill health;
 - extended leave including parental leave;
 - change in the employer's Fringe Benefits Tax status
 - or any other circumstance, as agreed by the Board of Management,
 the employee shall be permitted to vary the components of the salary package provided the aggregate value of the total remuneration package does not change.
 - (k) Notwithstanding the provisions of this clause the salary package may be terminated by mutual agreement or by either party providing 30 days' notice or 3 months' notice where the salary package includes a motor vehicle. Where the full amount allocated to a specific benefit has not been utilised it shall be paid as salary subject to the usual taxation requirement.
 - (l) If any part of the employee's total remuneration has been paid in advance and this salary packaging agreement is subsequently terminated the employee will refund the proportionate part of the advanced payment that relates to the period after the date of termination.
 - (m) All accruals of salary linked entitlements including long service leave, holiday pay and superannuation shall be calculated on the basis of the employee's gross pre-packaged income.
 - (n) The employer reserves the right to manage salary packaging arrangements by using an independent agency. The agency costs would be borne by the individual employee from their package.
- 22.2 Options that may be included as part of a salary package will be determined between the College and Salary Packaging Provider.

PART D - HOURS OF WORK AND RELATED MATTERS

23. Pastoral Care Duties

- 23.1 Billanook College Ltd's mission is to provide all students with a high level of pastoral care and wise counselling in all aspects of School life so that students may:
be tolerant and courteous; consider others; develop high moral values and initiative; fulfil their abilities, interests and aspirations and gain a sense of self-esteem and personal maturity.

23.2 The parties to the Agreement agree that pastoral care for students is a responsibility of the whole College Staff. To ensure that a high level of pastoral care is delivered to all students through the Homegroup system, it is agreed that until the Pastoral Committee makes firm recommendations for changes to the delivery of pastoral care of students, where possible two teachers will take responsibility for the pastoral care of each Homegroup.

24. Hours of Work

24.1 Attendance Time

- (a) The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that;
 - where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year, or
 - where a Teacher is employed for part only of a School Year, the averaging will be for that part of the School Year.
- (b) In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.
- (c) The Employer will determine the ordinary full time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

24.2 Non Attendance Time

- (a) A Teacher is not required or requested to attend at the School during Non Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- (b) Non Attendance Time is not a period of authorised leave for the purpose of the Act.
- (c) Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in 24.2(d).
- (d) If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$\frac{\text{Teacher's Attendance Time}^* \times \text{Non Attendance Time}}{\text{School's Attendance Time}} - \text{Non Attendance Time weeks already taken}$

* less period of leave without pay in excess of ten (10) days

All amounts in weeks or part-weeks.

24.3 Annual Leave

- (a) Annual Leave is in accordance with the NES (Part 2-2, Division 6), except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 6 of Part 2-2 of the Act in full.
- (b) A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- (c) A Teacher must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4. The Shut Down Period may differ for individual Teachers, depending on work commitments and activities. A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the Shut Down Period and defer taking the equivalent period of annual leave to another time.
- (d) A Teacher will take all accrued annual leave during the Shut Down Period

- (e) Where the Teacher has not accrued sufficient annual leave to cover the Shut Down Period, the Teacher is entitled to unpaid leave.

25. Part-Time Employment

- 25.1 A part-time teacher may expect to undertake a proportionate amount of duties normally expected of full-time teachers.
- 25.2 The duties and number of hours required (including face to face teaching) to be undertaken by a part-time teacher shall be set out in writing by the employer upon engagement of the teacher and at the beginning of each School year or at any other time that a variation occurs.
- 25.3 Part-time employment may be pursued on a job sharing basis pursuant to Clause 27 of the Agreement.

26. Minimum Employment Period

- 26.1 An employee's employment is contingent upon the satisfactory completion of a 6 month minimum term employment period.
- 26.2 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 comply with any due process, performance or conduct management policies or procedures in place from time to time.
- 26.3 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 four weeks' notice or payment in lieu of notice.
- 26.4 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 26.3 above.

27. Job Sharing

- 27.1 Job sharing can only occur in a position, which is deemed to be a full time position. Job sharing is an arrangement where two employees voluntarily share all the duties and responsibilities of a permanent full time position. Job sharing is, by necessity, completely voluntary on the part of the job share partners.
 - (a) Employees who choose to job share will continue to participate in Staff development programs such as professional development and performance appraisal.
 - (b) If appropriate, job sharing may be available by agreement between the Principal as the representative of the employer, relevant supervisor and the employees concerned.
 - (c) The employer will coordinate employees' requests in relation to job sharing. These requests must include a detailed proposal which details how the job sharing arrangement can be made operational to suit the needs of the College.
 - (d) The job sharers, in conjunction with the appropriate supervisor and the Chief Financial Officer, will determine how the job is to be split and agree to the hours of duty within the spread of ordinary hours.
 - The hours of work of the job share team shall not exceed the average hours per four weekly cycle or an average thereof.
 - A job sharer's four weekly cycle hours will be set as the ordinary pattern of hours' and will not be changed except by mutual consent of both the job sharers and the employer.
 - (e) Communication between the job sharers of a position is considered to be of vital importance in order to safeguard operational efficiency and effective provision of service. Where continuity is needed, each sharers normal established hours should include time for mutual discussion and briefing.
 - (f) In the case of a short-term absence, such as sick leave or family leave of one of the job sharers, the remaining job sharer may volunteer to relieve.

- (g) In the case of planned or structured absence or leave, the job sharers may elect to take such leave conjointly. Should the leave be taken separately, the remaining job sharer may volunteer to relieve. Where business needs of the College dictate that the absence of the job sharer be covered, it is seen as highly desirable that the remaining job sharer be prepared to relieve.
- (h) Where a planned or structured absence or leave of one job sharer is relieved by the remaining job sharer the aggregate number of hours worked by the remaining job sharer shall not exceed those of a full time employee.
- (i) A job sharer who volunteers to relieve in the other portion of the job sharing position during a period of authorised absence or leave shall only be entitled to payment at single time for the periods when relief is given.
- (j) Subject to the Agreement, job sharers receive pro rata pay and conditions including fringe benefits, for the relevant classification of the position filled in proportion to the hours worked by each job sharer.
- (k) The working arrangements and responsibilities for a particular position shall be mutually determined by the employer and the job sharers. The job sharing agreement shall include any variations to the working arrangements and responsibilities that may be required from time to time.
- (l) The number of hours to be worked by each job sharer, when and how those hours are to be worked, overlap time, and the job description for the position shall be set out in writing by the employer upon beginning the job share arrangement, and at the beginning of each School year, and at any other time when a variation occurs. The job description issued will be that prepared for the established position.
- (m) The status, classification, nature and responsibility of a position shall not alter whether the position is being filled on a share or individual basis.
- (n) An individual job sharer may indicate their intention to terminate a job sharing arrangement on giving the required amount of notice in writing to the Principal as the representative of the employer.
- (o) In the event one job sharer vacates the position for whatever reason, the remaining job sharer's employment is secure. There are four ways in which the remaining job sharer can be employed:
 - remain as part-time and continue with the position, which converts to a part-time position;
 - convert to full-time status and assume all responsibility for the position.
 - continue to share the position with a new job share partner. In this case the employer will actively endeavour to find a new job share partner and a new agreement is to be negotiated.
 - move to another part-time position (at the same number of hours as was for the previous job share arrangement).
- (p) A change in mode of employment from full-time or part-time to job sharing or vice versa does not break the continuity of employment or service. All accrued benefits are transferable from one mode of employment to another.

PART E - LEAVE

28. Long Service Leave

- 28.1 Employees are entitled to 13 weeks Long Service Leave after ten (10) years of continuous service at Billanook College with an additional six and a half (6.5) weeks on completion of every additional five (5) years continuous service at the College.
- 28.2 Employees are also entitled to pro rata Long Service Leave after 7 years of continuous service at Billanook College.
- 28.3 Employees may apply to the Principal to take Long Service Leave on full, half or quarter pay.

- 28.4 Long Service Leave may be taken in conjunction with other leave at the discretion of and by the approval of the Principal.
- 28.5 Any request for Long Service Leave will be considered in accordance with the College's Leave Policy. Guidelines to be applied by the Principal when considering a proposal for Long Service Leave include the timing of the leave and its impact upon the operation of the College.

29. Personal Leave

- 29.1 All full-time employees are entitled to fifteen (15) days of paid personal leave every year. Part-time employees will receive pro rata of this entitlement. This paid leave is to be used either for sick leave or carer's leave. In any given year the unused portion of this leave will accrue from year to year.
- 29.2 In addition to Clause 29.1 of the Agreement, all full-time employees are entitled to an additional five (5) days personal leave each year. Part-time employees will receive pro rata of this additional entitlement rounded up to the nearest full day. Subject to the provisions of the National Employment Standards (NES), this leave may be applied for and may be used to supplement bereavement/compassionate leave, for family purposes, examination leave or qualification conferral leave. In any given year the unused portion of this leave will **not** accumulate from year to year.

30. Condition for use of Personal Leave

- 30.1 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 30.2 The employee shall, wherever practicable give the employer notice prior to their absence or intention to be absent. If it is not practicable for the employee to give prior notice of absence, then the employee shall notify the employer by telephone of such absence at the first available opportunity on the day of the absence.
- 30.3 The entitlement in Clause 29.1 and 29.2, to use personal leave for carer's leave purposes is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being either:
 - a member of the employee's immediate family (as defined in Clause 30.5 of the Agreement), or
 - a member of the employee's household.
- 30.4 The entitlement in Clause 29.2 for paid leave is subject to either:
- (a) the production of satisfactory evidence, or
 - (b) the Principal being satisfied that the leave is being taken on account of death or serious illness of someone in the employee's immediate family (as defined in Clause 30.5 of the Agreement).
- 30.5 The term "immediate family" includes:
- (a) a spouse (including a former spouse, a de facto spouse and a former defacto spouse) of the employee. A de facto spouse, in relation to an employee means a person of the opposite sex to the employee who lives with the employee as their husband or wife on a bona fide domestic basis although not legally married to the employee;
 - (b) a child or an adult child (including adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee;
 - (c) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis.

31. Parental Leave

- 31.1 Where an employee, other than an employee on a casual, fixed term, replacement or specified term contract of employment with the College, is granted unpaid parental leave in accordance with the Award, the entitlement may be for a period up to 104 weeks. Where necessary, in order to facilitate a return at the commencement of a School year, the employer may extend the period of leave.
- 31.2 Where an employee, who has completed at least 12 months continuous service, is granted unpaid parental leave, as the primary caregiver, that employee is entitled to a parental allowance equivalent to twelve (12) weeks' salary at the employee's ordinary rate of pay, to be taken in the first twelve (12) weeks' of the period:
- (a) of maternity leave, provided the leave would otherwise have been unpaid and is taken commencing at or around the time of confinement.
 - (b) of adoption leave, provided the leave would otherwise have been unpaid and is taken at or around the time of the placement of the child with the employee.
- 31.3 Where an employee is granted paternity or adoption leave at the time of the birth of a child or placement of a child for adoption and is not the primary caregiver of the child, the employee is entitled to a parental allowance at the employee's ordinary rate of pay for a total of five (5) days of paternity or adoption leave that would otherwise have been unpaid leave, provided the leave is taken within six (6) weeks of the birth, or placement of the child.
- 31.4 An employee must have a minimum of 12 months' service, if returning from parental leave, before being eligible for a further payment of a parental allowance pursuant to 31.2.
- 31.5 Where the School employs both parents of the child, only one parent will be entitled to receive payment pursuant to 31.2.
- 31.6 The parental allowance is not payable during a period of paid leave.
- 31.7 Neither parental leave nor the parental allowance is counted for the purpose of accrual of any benefits or entitlements under this Agreement or "the Award", but does not break continuity of service.

32. Unpaid Leave

- 32.1 An employee may apply to the Principal for unpaid leave, which may include unpaid leave for family purposes. The granting of unpaid leave is at the discretion of the Principal.
- 32.2 Guidelines to be applied by the Principal to such applications for unpaid leave will include relevance, timing and impact on the College, use of other leave entitlements, employee's length of service with the College, and compassionate grounds.

PART F - APPOINTMENT AND TERMINATION

33. Letter of Appointment

- 33.1 Upon engagement the employer will provide an employee with a letter of appointment.

34. Redundancy

- 34.1 Where an employer has made a definite decision that the job the employee has been doing no longer needs to be done by anyone and this is not due to the ordinary and customary turnover of labour that decision may lead to termination of employment.
- 34.2 In this event the employer will hold discussions with the employee directly affected as soon as practicable.
- 34.3 The employer will discuss, and provide in writing, the following provided that confidential information inimical to the employer's interests will not be disclosed:
- The reason(s) for the proposed terminations.
 - Any measures to avoid or minimise the terminations.
 - Any measures to mitigate any adverse effects of any terminations.

35. Severance Pay

35.1 The following rates will replace those specified by Part 2.2, Div 11 of the Fair Work Act in the National Employment Standards (NES) for an employee under 45 years of age whose employment is terminated by reasons of redundancy.

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	7 weeks' pay
3 years but less than 4 years	10 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay
10 years and over	18 weeks' pay
15 years and over	21 weeks' pay

35.2 The following rates will replace those specified in Part 2.2, Div 11 of the Fair Work Act in the National Employment Standards (NES) for an employee 45 years or older whose employment is terminated by reason of redundancy.

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	5 weeks' pay
2 years but less than 3 years	8.75 weeks' pay
3 years but less than 4 years	12.5 weeks' pay
4 years but less than 5 years	15 weeks' pay
5 years but less than 6 years	17.5 weeks' pay
6 years but less than 7 years	20 weeks' pay
7 years but less than 8 years	22.5 weeks' pay
8 years and over	25 weeks' pay
10 years and over	27 weeks' pay
15 years and over	30 weeks' pay

36. Due Process

36.1 Except in circumstances justifying Summary Dismissal of an employee, the employer will implement Due Process where termination of employment is being considered for reasons related to conduct or performance.

36.2 Due Process will commence with the employer advising the employee in writing of:

- the concerns with the employee's conduct or performance;
- the time, date and place of the first Due Process meeting;
- the employee's right to be accompanied by a nominee of his/her choice at all Due Process meetings;
- the right to terminate the employment should Due Process not resolve the concerns.

36.3 Due Process meetings will:

- include discussion of the employer's concerns with the employee's conduct or performance;
- give the employee an opportunity to respond to the concerns;
- include discussion of any counselling or assistance, where appropriate, available to the employee;
- include documentation, where appropriate;
- set appropriate timed periods of review within a timeline;
- the employee shall demonstrate how the concerns of the employer are being addressed; and
- the employer shall provide advice to the employee as to the progress of the employee in addressing the concerns.

36.4 At the end of the timeline, the employer shall advise the employee in writing as to whether:

- the employer's concerns have been satisfactorily addressed; and
- whether sufficient progress has been made to conclude the Due Process, or whether the employer intends to extend the period of the Due Process.

36.5 If, following Due Process, the employer's decision is to terminate the employment of the employee, then the employer will give the required period of notice or payment in lieu of notice.

37. Equal Employment Opportunity

37.1 Billanook College Ltd is an equal opportunity employer. All employees are entitled to work in an environment free from discrimination. Billanook College will recruit, employ, train, develop and promote personnel on the basis of experience, skills and on the individual's job performance.

37.2 In addition to complying with the relevant legislation the parties to the Agreement agree to continue developing and implementing an agreed policy to break down barriers to ensure that all individuals have the same rights and opportunities to training, job access and advancement.

37.3 The measures taken by the parties to assist with the implementation of Equal Opportunity in the Workplace will be consistent with the Equal Opportunity Policy outlined in the Billanook Staff Handbook.

38. Occupational Health and Safety

38.1 The parties to the Agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing occupational health and safety issues, which aims to:

- control hazards at the source;
- reduce the incidence and costs associated with occupational injury or illness;
- review work and management practices affecting the interrelationship between efficiency, productivity and health and safety.

38.2 Consultative mechanisms should address occupational health and safety issues. Such a mechanism will include:

- (a) An OH&S Committee with representatives from all areas of operation within the School and a union representative as well as a management representative of the Employer.
- (b) The OH&S Committee will meet at least once every School term and will facilitate cooperation between management and employees on health and safety matters including development, implementation and review of OH&S policy and procedures, analysis of incident/injury trends and workers compensation performance and review of accident occurrence reports together with reports on preventative action taken.

38.3 OH&S Committee meeting minutes will be circulated.

38.4 OH&S representatives will be provided with paid leave to attend appropriate training.

38.5 Workplace training programs for management and employees will outline the OH&S policy and procedure, particular hazards associated with the job, control measures applicable to each hazard, and how to utilise OH&S systems to identify hazards and instigate preventative actions.

38.6 A smoke free environment is a commitment of both employer and employee.

- (a) The employer will provide financial assistance and support for employees to quit smoking.
- (b) Employees undertake to adhere to the School's OH&S policies.

38.7 The responsibilities of the employees will be to:

- (a) support and comply with management on safety issues;
- (b) have a duty to take sufficient and/or adequate care for their own health and safety and of others affected by their actions at work;

- (c) comply with the safety procedures and directions as agreed between management and the OH&S Committee as their representatives;
- (d) report potential and actual hazards to their elected OH&S representatives in accordance with agreed College procedures for accident and incident reporting;
- (e) participate in all safety programs

38.8 The responsibilities of the employer will be to:

- (a) institute a procedure for collecting and collating information on the nature of hazards and incidence of injury as well as preventive measures undertaken. This information will be made available to members of the OH&S Committee.
- (b) take prompt action to deal with any health and safety problems in line with the OH&S Policy Statement and System of Procedure outlined in the Billanook Staff Handbook.

PART G - DECLARATION AND SIGNATORIES

39. Declaration

This enterprise Agreement has been negotiated through extensive consultation between management and employees. The content of the agreement has been canvassed with all parties. The parties are entering into the Agreement with full knowledge as to the content and effect of the document.

40. Signatories

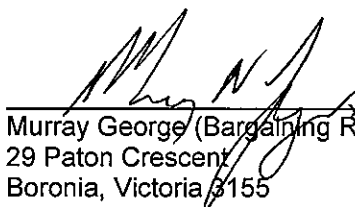
The Agreement is made at Billanook College Ltd on Wednesday 24 April, 2013

Signed for and on behalf of Billanook College Ltd (Employer)



 Roger Oates
 Principal
 Billanook College
 197-199 Cardigan Road, Mooroolbark, Victoria, 3138

Signed for and on behalf of all Teaching Staff of Billanook College Ltd (Employees)



 Murray George (Bargaining Representative)
 29 Paton Crescent
 Boronia, Victoria 3155

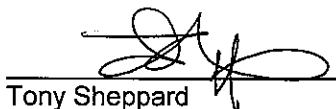


 Gayle Mackenzie (Bargaining Representative)
 175 Scoresby Road
 Boronia, Victoria 3155



 Jane Yuille (Bargaining Representative)
 3 Simpsons Court
 Heathmont, Victoria 3135

In the presence of



 Tony Sheppard
 CPA 1935997
 32 Shirley Street
 Mooroolbark, Victoria, 3138