



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Beaconhills College PtyLtd T/A Beaconhills College
(AG2017/5793)

BEACONHILLS COLLEGE GENERAL STAFF AGREEMENT 2017-2020

Educational services

COMMISSIONER LEE

MELBOURNE, 5 JANUARY 2018

Application for approval of the Beaconhills College General Staff Agreement 2017-2020.

[1] An application has been made for approval of an enterprise agreement known as the *Beaconhills College General Staff Agreement 2017-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Beaconhills College PtyLtd T/A Beaconhills College. 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 of the Act, will operate from 12 January 2018. The nominal expiry date of the Agreement is 11 January 2021.



COMMISSIONER

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PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement is to be known as the Beaconhills College General Staff Agreement 2017-2020 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the *Fair Work Act 2009* (Cth).

2 Arrangement

This Agreement is arranged as follows:

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3 Commencement Date and Period of Operation

3.1 Where the Agreement passes the Better Off Overall Test, the Agreement will come into operation seven days after being approved by the Fair Work Commission (FWC), in accordance with s.54 of the Act.

3.2 The nominal expiry date of the Agreement is three years from the operative date.

3.3 The Employer and the Employees agree that negotiations for a replacement Agreement will commence in October 2019.

4 Application and Coverage

4.1 This Agreement covers:

- a) The Employer;
- b) Employees, who are covered by the Education Services (Schools) General Staff Award 2010, subject to clause 4.2.

4.2 This Agreement does not apply to:

- a) The Headmaster;
- b) The Campus Principal;
- c) The Director of Strategy and Business;
- d) The Head of Human Resources;
- e) The Head of Admissions and Marketing

5 Relationship to Awards

5.1 This Agreement incorporates the terms of the Education Services (General Staff) Award 2010 (the 'Award') as varied 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 the Award, this Agreement will override the Award term or condition.

5.3 Where this Agreement is silent on a particular matter the terms of the 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.) are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement provides ancillary or supplementary terms in respect of the NES.

6.2 This Agreement and the Award provide industry or enterprise specific detail where it deals with a matter provided for in the NES.

7 Definitions

Award	Means the <i>Educational Services (Schools) General Staff Award</i>
College	means Beaconhills College Ltd ABN 48 006 204 548
Employee	Means a person covered by this Agreement
Employer	Means Beaconhills College ABN 48 006 204 548
FW Act	Means the <i>Fair Work Act 2009</i> (Cth.)
FWC	Means Fair Work Commission
Headmaster	Means the Headmaster of Beaconhills College or his/her nominee
Immediate Family	Means <ul style="list-style-type: none"> • Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife in a bona fide domestic basis, although not legally married to the Employee; and • Child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee
LSL Act	Means the <i>Long Service Leave Act 1992</i> (Vic.).
NES	Means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth.).
Registered Health Practitioner	Means a person registered under the 2009 National Act – <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i> .
Registered Medical Practitioner	Means a person who is qualified to practice medicine in Australia and who is registered with the Medical Practitioners Board of Victoria.
School Year	Means the twelve months from the day that Students are required to attend the College for the new educational year
Shut down period	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

8 Dispute Resolution Procedure

8.1 If a dispute relates to:

- a) A matter arising under this Agreement, or
- b) The NES;

This clause sets out the procedures to settle the dispute.

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

8.3 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 the relevant supervisors and or management.

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

8.5 FWC may deal with the dispute in two stages:

- a) 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 FWC is unable to resolve the dispute at the first stage, FWA may then:
 - i. Arbitrate the dispute; and
 - ii. Make a determination that is binding on the parties.

Note: If FWC arbitrates the decision, it may also use the powers that are available to it under the FW Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the FW Act. Therefore an appeal may be made against the decision.

8.6 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. Applicable occupational health and safety legislation 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.

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

9 No Extra Claims

The Employer and Employees agree that the salary increase and other improvement 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 during the currency of this Agreement.

Part 2 Conditions of Employment for All Employees

10 Agreement Flexibility

10.1 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 (a);
- 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 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.

10.3 The Employer must ensure that the individual flexibility arrangements:

- 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 effects 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.

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.

11 Consultation Regarding Major Workplace Change

11.1 The provisions of this clause apply where:

- 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 the 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 clause.

11.4 If:

- a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purpose 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:
 - 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 purpose 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.
- c) Call the IEU to inform them of the decision to introduce major change

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 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 subclause 11.2, 11.3 and 11.5 are taken not to apply.

11.9 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.

11.10 In this clause, **relevant employees** mean the employees who may be affected by the major change.

Consultation about changes to regular roster or hours of work

11.11 When the College proposes to introduce change to the regular roster or ordinary hours of work of General Staff:

- a) The College must notify the relevant General Staff of the proposed change; and
- b) Clauses 11.12 to 11.16 apply.

11.12 The relevant General Staff may appoint a representative for the purposes of the procedures in this clause.

11.13 If:

- a) A relevant General Staff appoints, or relevant General Staffs appoint a representative for the purposes of the consultation, and
- b) The General Staff or General Staffs advise the College of the identity of the representative:

The College must recognise the representative.

11.14 The College must:

- a) Discuss with the relevant General Staff the introduction of the change; and
- b) For the purposes of the discussion, provide to the relevant General Staff;
 - i. All relevant information about the change, including the nature of the change; and
 - ii. Information about what the College reasonably believes will be the effects of the change on the General Staff; and
 - iii. Information about any other matters that the College reasonably believes are likely to affect the General Staff; and
- c) Invite the relevant General Staff to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

11.15 However, the College is not required to disclose confidential or commercially sensitive information to the relevant General Staff.

11.16 The College must give prompt and genuine consideration to matters raised about the change by the relevant General Staff.

11.17 For the purposes of 11.11 to 11.16, a School's educational timetable in respect of academic classes and student activities which:

- a) May operate on a term, semester or School Year basis; and
- b) Ordinarily change between one period of operation and the next; and
- c) May change during the period of operation

Is not a regular roster.

11.18 However, where a change to a School's educational timetable directly results in a change to:

- a) The number of ordinary hours of work of an General Staff employee; or
- b) The spread of hours over which the General Staff employee's ordinary hours are required to be worked; or
- c) The days over which the Employee is required to work

Then clauses 11.12 to 11.16 will apply.

12 Personal/Carers Leave

12.1 Personal/Carer's leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms and conditions.

12.2 Entitlement for full-time and part-time Employees

- a) An Employee other than a casual Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- b) For a full time Employee, the personal leave entitlement, which may be used for sick leave and carer's leave, 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 ordinary hours of work.
- c) Paid sick leave is taken by the Employee because of a personal illness or injury.
- d) 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.
- e) 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.
- f) The amount of personal leave a full time Employee may take depends upon how long the Employee has worked for the Employer and accrues as follows:
 - i. In the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
 - ii. In the second and subsequent years of service, 15 days at the commencement of that year.
- g) Unused personal leave accrues from year to year.
- h) Personal leave may be taken for part of a single day.

12.3 Entitlement for casual Employees

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.

12.4 Notice and Evidentiary requirements

- a) 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 an injury or to provide care or support to a member of the Employee's immediate family or household member as the member is suffering either a personal illness or injury or an unexpected emergency.
- b) An Employee is entitled to sick leave provided that:
 - i. The Employee provides a medical certificate for a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for any absence of more than two consecutive days;
 - ii. The Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term (where the Employee works terms weeks only) which would not otherwise require the provision of a evidence.
 - iii. The Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer where the number of days paid personal leave already taken without the production of a medical certificate or a statutory declaration exceed five days in one anniversary year.
- c) An Employee is entitled to carer's leave provided that:
 - i. The Employee produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for an absence of more than two consecutive days, if the member of the Employee's immediate family or household is ill, injured or affected by an unexpected emergency.
 - ii. The Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term (where the Employee works terms weeks only) which would not otherwise require the provision of a evidence.
 - iii. The Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one anniversary year.

13 Compassionate Leave

13.1 Compassionate leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms and conditions.

13.2 An Employee other than a Casual Employee may take 3 days' paid leave per occasion when a member of the Employee's immediate family or household dies or when the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

13.3 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.

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

14 Infectious Diseases Leave

14.1 An Employee other than a casual 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 College and the disease is evident on the College:

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

14.2 An Employee must, at the request of the Employer, produce a medical certificate from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

15 Long Service Leave

15.1 An Employee is entitled to long service leave in accordance with the *Long Service Leave Act 1992* (Vic.), as amended from time to time. This Agreement will prevail over the LSL Act, in the event of any inconsistency.

15.2 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of fifteen (15) years of continuous employment for any period of employment up until 30 April 2010.

15.3 An Employee is entitled to long service leave of thirteen (13) weeks upon the completion of ten (10) years of continuous employment for any period of employment commencing from 1 May 2010.

15.4 An Employee may apply to take long service leave upon the completion of seven (7) years of continuous employment. Applications will be made in writing to the Headmaster. Approval of access to long service leave after seven 7 years is at the discretion of the Headmaster.

15.5 An Employee whose time fraction has varied during service is paid at a proportionate rate during long service leave. The rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.

15.6 Subject to the requirements of 15.7, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave re-credited to the Employee. The Headmaster 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.

15.7 The Employee's application under 15.6:

- a) Must be received by the Employer during the period of illness or injury;
- b) Must be accompanied by a medical certificate from a Registered Health Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- c) Must indicate whether the Employee wishes to extend the long service leave by the period of illness or injury or whether the Employee will return from Long Service as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement

16 Parental Leave

16.1 Parental Leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms and conditions.

16.2 An Employee who is eligible for parental leave pursuant to the NES may access a period of 104 weeks unpaid parental leave in relation to the birth or adoption of a child.

16.3 Concurrent Leave

16.3.1 An Employee, who is a member of an Employee couple, where each of the Employees intends to take unpaid parental leave, is entitled to take concurrent leave, which is taken at the same time that the Employee, who has responsibility for the care of the child has taken leave:

- a) For up to eight (8) weeks during the 12 months after the date of the birth or day of placement of the child;
- b) With the leave to commence no earlier than the date of birth or the day of placement of the child, unless the Employer agrees to different arrangements;
- c) With the leave taken in one continuous period or in separate periods, with each period not being less than two (2) weeks, unless the Employer agrees.

16.3.2 Extension of Concurrent Parental Leave

An Employee who takes the second or subsequent period of concurrent leave is required to give four (4) weeks' notice before starting the period of concurrent leave; or if that is not practicable – as soon as possible (which may be a time after the leave has started). An application must be made in writing to the Headmaster.

16.5 Variation of period of parental leave

- a) Subject to the relevant provisions of the NES, the period of parental leave may be shortened by written agreement between the Employer and the Employee.
- b) Subject to the relevant provisions of the NES, where an Employee has commenced a period of parental leave of up to 52 weeks, the Employee:
 - i. May extend the period of parental leave once by giving the Employer at least four (4) weeks written notice before the end of the period stating the period by which the leave is extended; and
 - ii. May extend the period of parental leave by agreement with the Employer.

16.6 Where an Employee elects to take a period of parental leave greater than 52 weeks but less than 104 weeks and wishes to extend this period up to a maximum of 104 weeks the Employer requires the Employee to notify of his/her intention to extend the period of parental leave. The Employer would prefer ten (10) weeks' notice, and no less than four (4) weeks' notice.

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

17 Special Maternity Leave

17.1 This clause applies to birth-related leave only.

17.2 Female pregnant beyond 20 weeks or already commenced leave:

Clauses 17.2.1 and 17.2.2 apply to a female Employee:

- a) Whose pregnancy has proceeded for at least 20 weeks; or
- b) Who has been pregnant for less than 20 weeks but has already commenced parental leave (other than special maternity leave).

17.2.1 If the pregnancy of the Employee ends by miscarriage or the birth of a still born child, or the child is born and later dies, the Employee is entitled to take an amount of parental leave (including any paid parental leave to which the Employee is entitled), as deemed by a Health Practitioner as being necessary to assist the Employee in these circumstances.

17.2.2 If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give four (4) weeks written notice of her intention to the Employer.

17.3 Female pregnant for less than 20 weeks and has not commenced leave

This clause applies to a female Employee who:

- a) Has been pregnant for less than 20 weeks; and
- b) Who has not yet commenced parental leave (other than any special maternity leave).

17.3.1 If the pregnancy of the Employee ends by miscarriage or the birth of a still born child, the Employee is entitled to take an amount of parental leave, as deemed by a Health Practitioner as being necessary to assist the Employee in these circumstances.

17.4 Employee has commenced leave and spouse has miscarriage, still birth, child dies

Clauses 17.4.1 and 17.4.2 apply to an Employee who has commenced parental leave and whose spouse has been pregnant.

17.4.1 If the pregnancy of the Employee's spouse ends by miscarriage or the birth of a still born child, or if the child is born and later dies, the Employee is entitled to take an amount of parental leave (including any paid parental leave to which the Employee is entitled), as deemed by a Health Practitioner as being necessary to assist the Employee in these circumstances.

17.4.2 If the Employee wishes to return to work prior to the intended end date of the parental leave, the Employee must give four (4) weeks written notice of his/her intention to the Employer.

17.5 Employee has not commenced leave and spouse has miscarriage, still birth or child dies
This clause applies to an Employee who has applied for but not commenced parental leave and whose spouse has been pregnant. If the pregnancy of the Employee's spouse ends by miscarriage or the birth of a still born child, or if the child is born and later dies, the parental leave applied for but not commenced will be cancelled. The Employee may, if he/she wishes, access the 5 days parental paternity leave. This leave will be paid leave.

17.6 Other arrangements

Nothing in this clause prevents the Employer and the Employee from making alternative arrangements regarding the taking of leave or the return to work of the Employee, taking into consideration the Employee's particular circumstances.

18 Parental Allowance

18.1 Where an Employee other than a casual Employee is granted unpaid parental leave in accordance with the NES and clause 16 – Parental Leave of this Agreement, 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:

- a) Equivalent to fourteen (14) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of fourteen weeks' unpaid parental leave commencing at or around the time of the birth of the child; or
- b) Equivalent to fourteen (14) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of fourteen weeks' unpaid adoption leave at or around the time of the placement of the child with the Employee.

18.2 The parental allowance may be made in two payments over two pay periods, after the birth or placement of the child, if the Employee requests this payment method in writing to the College prior to commencing birth-related or adoption leave.

18.3 During the period of time that the Employee is in receipt of the parental allowance under 18.1, the Employee is entitled to accrue annual leave, as defined by the NES, and personal/carer's leave in accordance with this Agreement. The Employee is not entitled to accrue long service leave in accordance with the LSL Act.

18.4 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 one week of the period of concurrent parental leave.

18.5 An Employee must have a minimum of 12 month's continuous service, and if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 18.1 or 18.4.

18.6 Where the Employee employs both parents of the child, only one parent will be entitled to receive payment pursuant to 18.1.

18.7 The parental allowance is not payable during a period of paid leave.

19. Family Violence Leave

19.1 General Principle

Beaconhills College recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Beaconhills College is committed to providing support to staff that experience family violence.

19.2 Definition of Family Violence

Beaconhills College accepts the definition of Family Violence as stipulated in the *Family Violence Protection Act 2008 (Vic)*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

19.3 General Measures

- a) Proof of family violence may be required and can be in the form of an agreed document issued by the Victorian Police, a Court, an approved Family Violence Support Service or a Lawyer.
- b) All personal information concerning family violence will be kept confidential in line with Beaconhills Policy and relevant legislation.
- c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.
- d) Beaconhills College will identify a contact in the Human Resources Department who will be trained in family violence and privacy issues. Beaconhills College will advertise the name of the contact person within the College.
- e) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- f) Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make recommendations on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.

19.4 Leave

- a) An employee experiencing family violence will have access to up to 10 days of paid family violence leave to attend medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Approval to access family violence leave will need to be gained from the family violence contact in Human Resources. This approval should be gained before accessing the leave, although in special circumstances can be granted after the leave has been taken.
- b) An employee who supports another employee experiencing family violence may access their own carer's leave to accompany them to court, to hospital or to mind the children of the employee experiencing family violence.

19.5 Individual Support

- a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Beaconhills College will approve any reasonable request, balanced with operational requirements, from an employee experiencing family violence to:
 - a. change their span of hours or patterns or hours and/or shift patterns;
 - b. job redesign or changes to duties;
 - c. relocation to suitable employment with the Employer;
 - d. a change to their telephone number or email address to avoid harassing contact;
 - e. any other appropriate measures including those available under existing provisions for flexible work arrangements
- b) These supports shall exist while the employee is experiencing family violence and will revert back to prior arrangements once the family violence situation has returned to prior levels.
- c) An employee experiencing family violence will be offered a referral to the Employee Assistance Program.

20 Leave without Pay

An Employee may apply for leave without pay which may be granted at the discretion of the Headmaster. 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 during a period of leave without pay. This provision expressly overrides the LSL Act.

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.

24 Jury Service Leave

24.1 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.

24.2 An Employee must notify the Employer as soon as possible of the date upon which the Employee is required to attend for Jury Service.

24.3 An Employee must provide the Employer with written proof of the requirements to attend to Jury Service and an estimate of the duration of the absence from duty.

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24.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to Jury Service.

24.5 The Employee will continue to be paid their ordinary rate of pay as per the regular pay cycle.

24.6 Subject to 24.3 any monies received by the Employee from the Court Authorities will be deducted from the Employee's following salary payment.

25 Redundancy

The following severance pay scale will apply instead of the provisions provided for by the NES:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	18 weeks' pay

25.1 Time off During Notice Period

- a. During the period of notice of redundancy a General Staff employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment or support services
- b. If the General Staff employee has been allowed paid leave for more than one day for the purpose of seeking other employment, the General Staff employee will be required to produce proof of attendance at an interview or the General Staff employee may not receive payment for the time absent.

26 Performance and Conduct Management

26.1 Application

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

- a) Where a Staff Member's employment is terminated during the minimum employment period pursuant to clause 28.2 Minimum Term Employment Period;
- b) For a Casual Employee;

26.2 Performance Management

- a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.
- b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:
 - i. The Employer's concern(s) with the Employee's performance;

- ii. The time, date and place of the first formal meeting to discuss the Employee's performance;
 - iii. The Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the employee's performance
 - iv. The Employer's right to terminate the Employee should the procedure not resolve the Employer's concern(s)
- c) Include discussion of the Employer's concern(s) with the employee's performance;
- i. Give the Employee an opportunity to respond to the Employer's concern's
 - i. Include discussion of any counselling or assistance, where appropriate, available to the Employee;
 - i. Include documentation, where appropriate;
 - i. Set periods for review, as appropriate.
- d) If, after following the procedure in this clause, 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.

26.3 Conduct Management

- a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure of this clause.
- b) The Employer will advise the employee in writing of:
- i. The Employer's concern(s) with the Employee's conduct;
 - i. The time, date and place of the meeting to discuss the Employee's conduct;
 - i. The Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct;
 - i. The Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.
- c) The formal conduct management meeting(s) will:
- i. Include discussion of the Employer's concern(s) with the Employee's conduct;
 - ii. Give the Employee an opportunity to respond to the Employer's concern(s)
- d) Concern(s) with an Employee's conduct may be resolved by:
- i. Summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
 - ii. Issuing the Employee with a warning or final warning in writing;
 - iii. Terminating the employment of the Employee in accordance with the relevant notice provision;
 - iv. Other action, appropriate to the situation.

26.4 Salary Impact while undergoing Performance Management

- a) If, at the time of salary increases, an employee is undergoing the Performance Management process (as described in Clause 26.2 of this agreement) progression to the next salary level will be suspended, pending the outcome of the Performance Management process.
- b) If the Performance Management process results in an improvement in the employee's performance within a 3 month period from the date of salary increases, the employee's salary will be back dated to the new level.
- c) In the event of a formal performance management process, an employee must be made aware of the impact of their salary.

26.5 Serious Misconduct

- a) In the case of an allegation of serious misconduct, all parties will pause for one work day before meeting again.

- b) If necessary the Employee may be directed to stay at home, on full pay where it would be inappropriate for the Employee to remain at school.

27 Accident Compensation and Accident Make Up Pay

27.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to received 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 but only for so much of that period as the Employee remains employed by the Employer.

27.2 If an Employee is absent form work because of a personal 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 FW Act)where relevant for the duration of any such absence:
- i. Annual leave; or
 - ii. Paid personal/carer's leave

28 Staff Consultative Committee

A Consultative Committee will be established:

- For the purpose of assisting with the implementation of this Agreement; and
- To provide a forum for the discussion of the terms in this Agreement; and
- To provide a forum for discussion of workload issues and policy

28.1 The membership of the Consultative Committee will comprise:

- a) The Headmaster or his/her nominee
- b) Two nominees of the Headmaster
- c) At least two representatives working in General Staff roles at each campus (Berwick and Pakenham) as well as a representative from Little Beacons. A spread of representatives from different work areas e.g. administration/clerical and student support would be beneficial

28.2 The Consultative Committee will establish its terms of reference, provided that:

- a) A meeting will be held at the request of the Headmaster or at least three General Staff Representatives of the Consultative Committee;
- b) A meeting will be ordinarily held once per term, unless there are no agenda items;
- c) Meetings will be minuted

28.3 The purpose of the Consultative Committee is to:

- a) Provide an environment for greater two way communication between the employer and the employees;
- b) Address any issues arising out of the operation of the College;
- c) To assist with the implementation of this Agreement;

- d) To provide a forum for the discussion of the terms of this Agreement;
- e) For the purposes of any decisions of the Consultative Committee a quorum would consist of 3 out of the 5 representatives from the General Staff and 2 out of the 3 College representatives.

28.4 Beaconhills College will encourage the consultative committee members to attend the IEU training.

29 Minimum Term Employment Period

29.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum term employment period.

29.2 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 or performance management policies or procedures in place from time to time.

29.3 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 or payment in lieu of notice in accordance with the NES.

29.4 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 clause 29.3.

30 Remuneration Packaging

30.1 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.

30.2 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.

31 Notification in Change of Part Time Hours

31.1 At the time of engagement, the Employer and the Part Time Employee will agree in writing on a regular pattern of work, specifically the time fraction and the number of weeks of the school year the Employee will work.

31.2 Seven (7) weeks' notice in writing will be provided to the Employee if the hours of work change,

31.2.1 When a change in funding has caused the change in hours of the Part Time Employee, notification will be made in writing no later than 2 weeks after the change in funding is received by the College.

32 Notification of Fixed Term Contracts

32.1 Employees on fixed term contracts will be provided seven (7) weeks' notice of the renewal or non-renewal of their contract. This seven (7) weeks' notice period can include non-term time.

32.2 Clause 32.1 does not apply to Employees of fixed term contracts filling a maternity leave position. These employees will be provided with four (4) weeks' notice of the renewal or non-renewal of their contract.

33 Right to request reasonable spread of hours

33.1 A Part Time Employee is able to negotiate their daily hours of work, based on the operational needs of the College.

33.2 Within 21 days of the College receiving a request from a Part Time Employee to change their daily hours of work the College will confirm in writing whether or not the request can be granted.

33.3 Where a request can be accommodated, a start date will be agreed which takes into account the operational circumstances of the College and the needs of the employee.

33.4 Where the request cannot be granted, the Employee will be advised in writing of the specific reason/s for the refusal.

34 Right to Request to Purchase Additional Leave

All Employees classified as Schedule A and Schedule C employees as per this agreement have the right to request to purchase up to two weeks additional leave.

Part 3 Salaries and Classifications

35 Classifications

35.1 All Employees must be classified according to the structure set out in the Award and paid not less than the minimum wage in clause 36 – Salaries. The Employer must advise the Employee in writing of their classifications and of any changes to their classifications.

35.2 If the Employee believes that the nature of the job has changed permanently and substantially to such an extent as to warrant a re-classification the following steps should be followed:

- a) The Employee shall write to the Headmaster, stating that they seek a re-classification and to what level.
- b) The Employer will meet with the Employee within 14 (working) days to discuss the request.
- c) The Employer may require the Employee to supply the following:
 - i. Documentation supporting their claim, aligned the Education Services (Schools) General Staff Award 2010 classification structure
 - ii. Evidence of the work being performed at the higher classification level
 - iii. The Employee may use the supplied template in Appendix One.
- d) The Employer may seek further evidence and documentation from various parties, internal and external to the Employee's team to assist in the decision around re-classification. The Employer will inform the Employee who they are seeking further information from.
- e) The decision made about the re-classification request will be made in writing to the Employee within 14 (working) days from the date of the meeting. A decision to either agree

to re-classification or the deny re-classification will be provided in writing with the reasons for the decision given.

- f) Should a re-classification be warranted, then re-classification will take effect from the date the request was made
- g) The Employee is entitled to seek the assistance of a representative for the purposes of this procedure
- h) Possession of a qualification is not an automatic guarantee of classification at a particular level
- i) The Employee can access the Grievance policy at any stage of this process.

36 Salaries

36.1 Annual Rates of Pay

The Employer will pay an adult Employee not less than the rate of pay specified in the relevant Schedule for the Employee’s position and classification. The rates of pay become operative as listed in the schedules.

36.2 Annual Leave Loading

Annual leave loading of 17.5% is included in all salaries in schedules A, B and C.

36.3 Commencement level and progression

a) Where there is more than one minimum pay point for a classification level for Employees paid pursuant to schedule A or C, the Employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period, following a performance review which the Employer will complete before the end of the 12 month period.

b) Where there is more than one minimum pay point for a classification level for Employees paid pursuant to Schedule B, an Employee will be eligible for movement to the next pay point within the classification level on the anniversary of appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year. An Employee who is employed for 50 per cent or less of full-time working hours will be required to complete 24 months’ service before advancement.

c) Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptions has not been satisfactory.

36.4 Junior Employees

A junior Employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

36.5 Overtime

If a General Staff employee needs to work overtime of their normal start or finish time the following approval process will need to be followed:

- a) The employee will explain the need to work overtime to their direct manager at least 24 hours before the overtime is to be worked.
- b) The Manager is to seek pre-approval for the overtime from the Campus Principal or Executive Manager.
- c) The overtime cost is to be allocated to the Campus or Executive Manager's Department Budget.
- d) Once the Campus Principal or Executive Manager has approved the overtime the Employee can undertake the overtime work.
- e) The preferred option is that overtime hours are provided back to the employee as time in lieu.
- f) If time in lieu is not taken within one month of the overtime being worked, overtime rates will be paid to the employee.
- g) In the circumstances described in clause 36.5e above the Employee will need to submit a timesheet as per the normal time sheet process for overtime payment to be made.

If a General Staff employee is requested to attend training or attend professional development outside of their normal working hours they will be paid overtime for the hours attended. The employee will need to submit a timesheet as per the normal timesheet process for payment to be made.

If a General Staff employee is attend camps the General Staff Camps Policy will apply to this situations.

36.6 Allowances

The following allowances held by General staff:

- Overnight and weekend work in the IT and Maintenance Departments
- First aid allowance paid to cover lunchtime relief of Nurses in the Health Centres
- Mobile Phone Allowances

Will increase over the life of this agreement at the same percentage rate as applied to the salary increase and at the same time.

37 Beacon Explorer Employee Only

37.1 Beacon Explorer employees will be eligible for one day in lieu for every day if they exceed 120 program days

37.2 A program day for the purposes of Beacon Explorer Employees is any camp/trip involving the supervision of students.

Executed as an Agreement this 15th day of December 2017.

EMPLOYER REPRESENTATIVE

Signed: Penelope Reed

Date: 15/12/2017

Name in Full (printed): Penelope Reed

Position Title: Head of Human Resources

Authority to sign explained: Authority provided by the Headmaster to negotiate and sign.

Witnessed by: Nathan Fulford

Witness name in full: NATHAN FULFORD

Witness address: 12 CHARINA CROSS PLACE
NARRE WARREN VIC 3805

EMPLOYEE REPRESENTATIVE

Signed: Carolyn Schroen

Date: 15-12-2017

Name in full (printed): CAROLYN SCHROEN

Address: 160 ELLIS ROAD BUNNIP NTU VIC 3815

Authority to sign explained: EMPLOYEE REPRESENTATIVE -

Witness by: Amy Eborn

Witness name in full: Amy Louise Eborn

Witness address: 29 Ayesha Rise
Pakenham Vic 3810

Schedule A - Salaries

The following salaries apply to all Employees **except** those Employees whose positions are classified within the categories of classroom support services, curriculum/resources services or preschool/childcare services. Positions to which the salaries in this Schedule do not apply to would include but are not limited to the following:

- Classroom Assistants
- Integration Aides
- Library Technicians
- Laboratory Technicians
- Department Assistants, specifically, Performing Arts, Technology, Visual Technology and Food Technology
- Little Beacon Employees

Classification Level	Annual Salary 01/02/2017	Annual Salary 01/02/2018	Annual Salary 01/08/2018	Annual Salary 01/02/2019	Annual Salary 01/08/2019	Annual Salary 01/02/2020	Annual Salary 01/08/2020
Level 1							
Trainee	39,073	39,659	40,353	40,958	41,675	42,300	43,040
Trainee	40,351	40,956	41,673	42,298	43,038	43,684	44,448
1.1	45,750	46,437	47,249	47,958	48,797	49,529	50,396
1.2	47,676	48,391	49,238	49,977	50,851	51,614	52,517
1.3	49,604	50,348	51,229	51,998	52,908	53,701	54,641
Level 2							
2.1	51,744	52,521	53,440	54,241	55,191	56,018	56,999
2.2	53,632	54,436	55,389	56,220	57,204	58,062	59,078
2.3	55,752	56,588	57,578	58,442	59,465	60,357	61,413
2.4	57,620	58,484	59,508	60,400	61,457	62,379	63,471
Level 3							
3.1	59,549	60,443	61,500	62,423	63,515	64,468	65,596
3.2	61,544	62,467	63,560	64,514	65,643	66,627	67,793
3.3	63,606	64,560	65,690	66,676	67,842	68,860	70,065
3.4	66,001	66,991	68,163	69,185	70,396	71,452	72,703
3.5	67,132	68,139	69,331	70,371	71,603	72,677	73,949
Level 4							
4.1	69,566	70,609	71,845	72,923	74,199	75,312	76,630
4.2	72,567	73,655	74,944	76,069	77,400	78,561	79,936
4.3	74,998	76,123	77,455	78,617	79,993	81,193	82,614
4.4	77,511	78,674	80,051	81,252	82,674	83,914	85,382
4.5	80,949	82,163	83,601	84,855	86,340	87,635	89,169
Level 5							
5.1	82,434	83,670	85,135	86,412	87,924	89,243	90,805
5.2	84,183	85,446	86,942	88,246	89,790	91,137	92,732
5.3	86,142	87,435	88,965	90,299	91,879	93,258	94,890
5.4	88,098	89,419	90,984	92,349	93,965	95,375	97,044

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Level 6	Annual Salary 01/02/2017	Annual Salary 01/02/2018	Annual Salary 01/08/2018	Annual Salary 01/02/2019	Annual Salary 01/08/2019	Annual Salary 01/02/2020	Annual Salary 01/08/2020
6.1	88,431	89,757	91,328	92,698	94,320	95,735	97,410
6.2	91,393	92,764	94,388	95,804	97,480	98,942	100,674
6.3	94,456	95,872	97,550	99,013	100,746	102,257	104,047
6.4	97,620	99,084	100,818	102,331	104,121	105,683	107,533
Level 7							
7.1	100,890	102,404	104,196	105,759	107,609	109,224	111,135
7.2	104,269	105,833	107,685	109,301	111,213	112,882	114,857
7.3	107,763	109,379	111,294	112,963	114,940	116,664	118,706
7.4	111,373	113,044	115,022	116,747	118,790	120,572	122,682
Level 8							
8.1	115,103	116,830	118,874	120,657	122,769	124,610	126,791
8.2	118,960	120,744	122,857	124,700	126,882	128,785	131,039
8.3	123,292	125,142	127,332	129,241	131,503	133,476	135,812

Schedule B – Salaries for Classroom/Curriculum Employees

Salaries in Schedule B1 and B2 apply to Employees whose positions are classified within the categories of classroom support services or curriculum/resources services. Such positions would include but are not limited to:

- Classroom Assistants
- Integration Aides
- Library Technicians
- Laboratory Technicians
- Department Assistants, specifically, Performing Arts, Technology, Visual Technology and Food Technology

Employees engaged to work term weeks only

The following rates of pay apply to Employees who are only required to work during term weeks of the school year.

Classification Level	Annual Salary 01/02/2017	Annual Salary 01/02/2018	Annual Salary 01/08/2018	Annual Salary 01/02/2019	Annual Salary 01/08/2019	Annual Salary 01/02/2020	Annual Salary 01/08/2020
Level 1							
Trainee	37,800	38,367	39,039	39,624	40,318	40,923	41,639
Trainee	38,827	39,409	40,099	40,700	41,413	42,034	42,769
1.1	42,231	42,864	43,615	44,269	45,043	45,719	46,519
1.2	44,009	44,669	45,450	46,132	46,939	47,644	48,477
1.3	45,787	46,474	47,287	47,997	48,837	49,569	50,437
Level 2							
2.1	47,764	48,481	49,329	50,069	50,945	51,709	52,614
2.2	49,507	50,250	51,129	51,896	52,804	53,596	54,534
2.3	51,464	52,235	53,150	53,947	54,891	55,714	56,689
2.4	53,187	53,985	54,930	55,754	56,730	57,581	58,588
Level 3							
3.1	54,969	55,793	56,770	57,621	58,630	59,509	60,551
3.2	56,810	57,662	58,672	59,552	60,594	61,503	62,579
3.3	58,713	59,594	60,637	61,546	62,623	63,562	64,675
3.4	60,923	61,837	62,919	63,863	64,981	65,956	67,110
3.5	61,968	62,897	63,998	64,958	66,095	67,086	68,260
Level 4							
4.1	64,214	65,177	66,318	67,313	68,491	69,518	70,735
4.2	66,985	67,990	69,180	70,218	71,446	72,518	73,787
4.3	69,229	70,267	71,497	72,569	73,839	74,947	76,259
4.4	71,549	72,622	73,893	75,002	76,314	77,459	78,814
4.5	74,722	75,843	77,171	78,328	79,699	80,894	82,310
Level 5							
5.1	76,090	77,232	78,583	79,762	81,158	82,375	83,817
5.2	77,657	78,822	80,201	81,404	82,829	84,071	85,542
5.3	79,615	80,809	82,223	83,456	84,917	86,191	87,699
5.4	81,311	82,531	83,975	85,235	86,726	88,027	89,567

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Level 6	Annual Salary 01/02/2017	Annual Salary 01/02/2018	Annual Salary 01/08/2018	Annual Salary 01/02/2019	Annual Salary 01/08/2019	Annual Salary 01/02/2020	Annual Salary 01/08/2020
6.1	81,628	82,853	84,303	85,567	87,065	88,371	89,917
6.2	84,364	85,629	87,128	88,435	89,982	91,332	92,930
6.3	87,190	88,497	90,046	91,397	92,996	94,391	96,043
6.4	90,110	91,462	93,062	94,458	96,111	97,553	99,260
Level 7							
7.1	93,129	94,526	96,180	97,623	99,331	100,821	102,585
7.2	96,248	97,692	99,402	100,983	102,658	104,198	106,022
7.3	99,473	100,965	102,732	104,273	106,098	107,689	109,574
7.4	102,806	104,348	106,174	107,767	109,652	111,297	113,245
Level 8							
8.1	106,250	107,844	109,731	111,377	113,326	115,026	117,039
8.2	109,809	111,456	113,406	115,107	117,122	118,879	120,959
8.3	113,488	115,190	117,206	118,964	121,046	122,861	125,012

B.1.1 The rate of pay in Schedule B1 are calculated on the basis of 48/52 of the rates of pay for an Employee in the same level who is required to work the full year and is in receipt of 4 weeks annual leave.

B.1.2 The periods of non-term weeks for an Employee in receipt of the rates of pay in Schedule B1 are deemed to include 4 weeks annual leave.

B.1.3 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.

Schedule C – Salaries for Little Beacons

Classification Level	Annual Salary 01/02/2017	Annual Salary 01/02/2018	Annual Salary 01/08/2018	Annual Salary 01/02/2019	Annual Salary 01/08/2019	Annual Salary 01/02/2020	Annual Salary 01/08/2020
Level 1							
1.1	39,333	39,923	40,622	41,231	41,953	42,582	43,327
Level 2							
2.1	40,895	41,508	42,235	42,868	43,618	44,273	45,047
2.2	42,363	42,999	43,751	44,407	45,185	45,862	46,665
Level 3							
3.1	44,998	45,673	46,472	47,169	47,994	48,714	49,567
3.2	46,604	47,303	48,131	48,853	49,708	50,453	51,336
3.3	48,097	48,818	49,672	50,417	51,300	52,069	52,980
3.4	48,574	49,302	50,165	50,918	51,809	52,586	53,506
Level 4							
4A	50,869	51,632	52,536	53,324	54,257	55,071	56,034
4.1 I/C	55,265	56,094	57,075	57,931	58,945	59,829	60,876
4.2 I/C	56,127	56,969	57,966	58,836	59,865	60,763	61,826
4.3 I/C	56,965	57,820	58,832	59,714	60,759	61,671	62,750

Appendix One – Template for Re-classification

Date / / (insert date)

Dear (Insert Headmaster's name),

I am writing to request a reclassification of my current position.

I am presently classified at Level (insert current classification level). However I believe that the majority of my time is spent performing duties at Level (insert new level request).

I believe that I have met the criteria for classification at that level for the following reasons:

1) The following duties describe the type of work that I do for the majority of the time:

-
-
-

(Note: it may be relevant to comment on the differences between the duties at the current level at which you are classified and the duties you actually do in your job. Also, if you are applying for reclassification because your work has changed, you should write a paragraph describing those changes, how the level of responsibility has increased, how the use of and/or changes in technology has impacted on your work, and any specific training undertaken.)

The majority of my current duties are not consistent with the level on which I have been classified for the following reasons:

-
-
-

2) I believe that my work is more appropriately described in the descriptions at level (insert new level request).

(Note: Make a comment under each heading about why the higher level being applied for is relevant to you. You may find it easier to refer to why the descriptions under your current classification Level are not accurate.)

Competency:

Judgement, independence and problem solving:

Supervision:

Qualifications and Experience:

On the basis of the information above I formally request reclassification to Level (insert new level request) effective from the date of this application. I would be very happy to discuss this further should it be required.

Yours sincerely,

(insert your name)

General Advice – do not include in submission

Step One

When considering the appropriateness of your classification level you should begin by reading the Typical Activities for your occupational group (classroom support, curriculum/resources services, Wellbeing, School Administration or School operation) at the level at which you are currently classified.

You may find that the examples given fit your job exactly or are at least similar in type and skill level. Because these are examples, there will be other duties performed by you which are not listed. It is important to think about all your duties when considering your level.

Also look at the Typical Activities for the level above the one at which you are currently classified. If these more accurately describe the majority of the duties you do, it maybe that your current classification is not correct.

Step Two

Read the general work descriptions for both the level at which you are currently classified and the level above. These are fairly generic descriptions of the level of competency; judgement, independence and problem solving; supervision you have to others; and the qualifications/experience which generally relate to duties performed at this level.

The general work descriptions should give you a sense of whether the nature of your work duties and the skills required to do them fit the level of classification.

In respect to qualifications and experience, formal qualifications are not mandatory for jobs at the various levels. This criterion is about describing the levels of skills and knowledge in terms of training and or experience that a person would normally need to have at that level skill and knowledge. Some experience alone can give you the skills and knowledge for the job at that level; or a combination of experience and training/PD activities can also give the skills and knowledge for the job.

Step Three

If you believe that your current classification level is not correct because the majority of your work is performed at a higher level, you should put in an Application for Reclassification to the higher level.