



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Billanook College Ltd
(AG2013/10468)

BILLANOOK COLLEGE LTD (EDUCATIONAL SERVICES STAFF) CERTIFIED AGREEMENT, 2014

Educational services

COMMISSIONER BISSETT

MELBOURNE, 16 JANUARY 2014

Application for approval of the Billanook College Ltd (Educational Services Staff) Certified Agreement, 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Billanook College Ltd (Educational Services Staff) Certified Agreement, 2014* (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 Victoria Tasmania Branch, 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) of the Act I note that the Agreement covers the organisation.

[4] The Agreement is approved. In accordance with s.54 of the Act it will operate from 23 January 2014. The nominal expiry date of the Agreement is 31 December 2016.



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Billanook College Ltd Certified Agreement 2014

1. Title

The Agreement shall be known as the Billanook College Ltd (Educational Services Staff) Certified Agreement, 2014 ("the Agreement").

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PART A – APPLICATION AND OPERATION

3. Application and Coverage

The Agreement is to be known as the Billanook College Ltd (Educational Services Staff) Certified Agreement 2014 and applies to all Educational Services 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 (Schools) General Staff Award 2010.

4. Definitions and Interpretations

4.1 For the purposes of this Agreement Educational Services Staff at Billanook College shall include but are not limited to the following areas of employment of the College.

Administration & Clerical Staff – School Administrative Services
Careers Counsellor – Curriculum/Resources Services
Caretakers – School Operational Services
Centre Operations Officer – Curriculum/Resources Services
Integration and Teachers' Aides – Classroom Support Services
Library Assistants and Technicians – Curriculum/Resources Services
Laboratory Assistants and Technicians – Curriculum/Resources Services
Maintenance & Grounds Staff – School Operational Services
Multi Media/Audio Visual Assistants and Technicians – Curriculum/Resources Services
School Canteen Staff – School Operational Services
School Counsellor – Well Being Services
School Nurse – Nursing Services
School Registrar – School Administrative Services
Student Services Officers – Classroom Support Services
Visual Art and Technology Assistants – Curriculum/Resources Services

4.2 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) *Award* - means the Educational Services (Schools) General Staff Award 2010 or its successor(s).
- (d) *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.
- (e) *ESS* - means Educational Services Staff
- (f) *Employee* - means a person covered by this Agreement
- (g) *Employer* - means Billanook College Ltd (ABN: 37 005 705 555)
- (h) *FWA* - means Fair Work Australia
- (i) *LSL Act* - means the Long Service Leave Act 1992 (Vic) or its successor(s)
- (j) *NES* - means the National Employment Standards as contained in Part 2.2 of the Act.
- (k) *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.
- (l) *Principal* – means Principal of Billanook College or his or her nominee.
- (m) *Deputy Principal* – means Deputy Principal of Billanook College or his or her nominee.
- (n) *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.

- (o) *Standard rate* – means the annual salary applicable to the classification level.
- (p) *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.

4.3 **Classifications**

- (a) *classroom support services*—being an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students;
- (b) *curriculum/resource services*—being an employee whose principal duties are to support the operation of curriculum-related services, such as those provided by a library, laboratory or a technology centre;
- (c) *nursing services*—being an employee who is a registered nurse in the relevant State/Territory and is employed as such;
- (d) *preschool/childcare services*—being an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside school hours care program (other than a qualified preschool/early childhood teacher);
- (e) *school administration services*—being an employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management;
- (f) *school operational services*—being an employee whose principal duties are to support the other services of a school, including but not limited to:
 - construction, plumbing, carpentry, painting and other trades;
 - cleaning, maintenance, school facility management;
 - security, caretaking;
 - gardening, turf management, farming;
 - retailing—canteens, uniform shops, book shops;
 - cooking/catering, housekeeping, laundry; and
 - bus driving and vehicle maintenance.
- (g) *well-being services* - being an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists.

5. **Parties Bound**

- 5.2 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 Educational Services Staff of Billanook College Ltd (the employees) and Billanook College Ltd.
- 5.3 This Agreement does not apply to the Chief Financial Officer, Facilities Manager, Public Relations & Marketing Manager 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 Fair Work Australia approving the Agreement.
- 6.2 The nominal expiry date of the Agreement is 31 December, 2016.

7. **Relationship to the Educational Services (Schools) General Staff Award 2010**

- 7.1 The terms of the *Educational Services (Schools) General Staff Award 2010* (excluding Clause 15.1) that prescribe entitlements for employees, shall be the terms of 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 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 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 1 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 subclauses (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* mean 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 Australia.

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 Educational Services Staff will ordinarily undertake a minimum of ten (10) hours per year of professional development.
- 14.3 Professional Learning can, amongst a range of other activities, take the form of conferences, seminars, networking, professional reading, and 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 10 hours within working hours for the purposes of professional learning.
- 14.4 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. Multi Skilling

- 16.1 For the purposes of increasing productivity and flexibility, as well as enhancing career opportunities for employees of Billanook College Ltd the parties to the Agreement make a commitment to multi-skilling to:

- (a) allow employees to extend the range of tasks performed in their jobs within the scope of their skills and competence.
- (b) become familiar with each other's jobs within their employment areas in order to be able to interchange.
- (c) to allow the College to allocate staff where the needs of the College dictate on an annual basis as required.
- (d) to be re-deployed during non-term time to assist in other areas subject to use of skills as per Clause 17.

17. Use of Skills

17.1 Employees shall be employed to carry out such duties as may be directed by the employer from time to time subject to the limits of their skills, competence and training. Employees shall perform a wider range of functions and duties including work which is incidental or peripheral to their main tasks or functions.

- (a) Employees will not be asked to perform work for which they are not qualified or do not have the requisite skills, training or knowledge.
- (b) Any employee may at any time carry out such duties and use such equipment as may be directed by the employer provided that the employee has been properly trained in the use of such equipment.
- (c) Any direction given by the employer in accordance with Clauses 17.1(a) and 17.1(b) shall be consistent with the employer's obligations under the OH&S Act.
- (d) Disputes arising in relation to the utilisation of skills shall be dealt with in accordance with Clause 13 of the Agreement following prior consideration of the issue in accordance with Clause 12 of the Agreement.

18. Performance Appraisal

18.1 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.

18.2 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.

18.3 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

18.4 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.

18.5 A full appraisal will be conducted biennially.

18.6 Professional goals and learning plans will be reviewed annually.

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

PART D – REMUNERATION

19. Rates of Pay

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

19.1 Schedule of Rates of Pay

The following **annual** rates of pay will be paid to all full-time Educational Services Staff. These rates will replace those specified in Clause 15.1 of the Award.

Grade	Years of Experience	1/01/2013	Billanook 01/01/2014 (3.5%)	Billanook 01/01/2015 (3.5%)	Billanook 01/01/2016 (3%)
1	1	\$40,966	\$42,400	\$43,884	\$45,201
	2	\$42,745	\$44,241	\$45,790	\$47,163
	3	\$44,530	\$46,089	\$47,702	\$49,133
	4	\$46,312	\$47,933	\$49,610	\$51,099
	5	\$48,288	\$49,979	\$51,728	\$53,280
2	1	\$49,573	\$51,308	\$53,104	\$54,697
	2	\$51,035	\$52,822	\$54,670	\$56,311
	3	\$52,496	\$54,333	\$56,235	\$57,922
	4	\$53,552	\$55,426	\$57,366	\$59,087
	5	\$54,374	\$56,277	\$58,246	\$59,994
3	1	\$55,963	\$57,922	\$59,949	\$61,747
	2	\$57,541	\$59,555	\$61,639	\$63,488
	3	\$59,112	\$61,181	\$63,322	\$65,222
	4	\$60,649	\$62,772	\$64,969	\$66,918
	5	\$62,242	\$64,420	\$66,675	\$68,675
4	1	\$64,302	\$66,552	\$68,882	\$70,948
	2	\$65,883	\$68,189	\$70,575	\$72,693
	3	\$67,418	\$69,777	\$72,219	\$74,386
	4	\$69,010	\$71,425	\$73,925	\$76,143
5	1	\$71,022	\$73,507	\$76,080	\$78,363
	2	\$72,612	\$75,153	\$77,784	\$80,117
	3	\$74,193	\$76,790	\$79,477	\$81,862
	4	\$75,621	\$78,267	\$81,007	\$83,437
6	1	\$78,490	\$81,237	\$84,081	\$86,603
	2	\$80,495	\$83,312	\$86,228	\$88,815
	3	\$82,504	\$85,392	\$88,380	\$91,032
7	1	\$86,214	\$89,232	\$92,355	\$95,125
	2	\$89,103	\$92,222	\$95,450	\$98,313
	3	\$92,087	\$95,310	\$98,646	\$101,605
8	1	\$95,173	\$98,504	\$101,952	\$105,010
	2	\$98,361	\$101,804	\$105,367	\$108,528
	3	\$101,656	\$105,214	\$108,896	\$112,163

- 19.2 The following annual rates of pay will only be paid to full-time Educational Services Staff employed prior to 31 December 2010 who were employed in receipt of "paid school holidays".

Grade	Years of Experience	1/01/2013	Billanook 01/01/2014 (3.5%)	Billanook 01/01/2015 (3.5%)	Billanook 01/01/2016 (3%)
1	1	\$37,850	\$39,175	\$40,546	\$41,762
	2	\$39,493	\$40,875	\$42,306	\$43,575
	3	\$41,139	\$42,579	\$44,069	\$45,391
	4	\$42,783	\$44,280	\$45,830	\$47,205
	5	\$44,609	\$46,170	\$47,786	\$49,220
2	1	\$45,759	\$47,361	\$49,018	\$50,489
	2	\$47,108	\$48,757	\$50,463	\$51,977
	3	\$48,458	\$50,154	\$51,909	\$53,467
	4	\$49,433	\$51,163	\$52,954	\$54,542
	5	\$50,191	\$51,948	\$53,766	\$55,379
3	1	\$51,658	\$53,466	\$55,337	\$56,997
	2	\$53,115	\$54,974	\$56,898	\$58,605
	3	\$54,564	\$56,474	\$58,450	\$60,204
	4	\$55,984	\$57,943	\$59,971	\$61,771
	5	\$57,453	\$59,464	\$61,545	\$63,391
4	1	\$59,354	\$61,431	\$63,581	\$65,489
	2	\$60,814	\$62,942	\$65,145	\$67,100
	3	\$62,232	\$64,410	\$66,664	\$68,664
	4	\$63,701	\$65,931	\$68,238	\$70,285
5	1	\$65,557	\$67,851	\$70,226	\$72,333
	2	\$67,025	\$69,371	\$71,799	\$73,953
	3	\$68,485	\$70,882	\$73,363	\$75,564
	4	\$69,803	\$72,246	\$74,775	\$77,018
6	1	\$72,454	\$74,990	\$77,615	\$79,943
	2	\$74,299	\$76,899	\$79,591	\$81,979
	3	\$76,157	\$78,822	\$81,581	\$84,029

19.3 **Commencement Level and Progression**

Where there is more than one minimum pay point for a classification level, an employee will be eligible for movement to the next highest pay point within the classification level after each 12 month period.

20. **Superannuation**

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

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

20.3 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.

21. **Accident Make Up Pay**

21.1 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.

- 21.2 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

22. Travel Allowance

- 22.1 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.

23. Uniform Allowance

- 23.1 After an initial three (3) months of employment the employer shall provide the employee with \$500 to be used for the purpose of purchasing the allocated uniform. This uniform is to be properly maintained and worn by the employee. A further amount of \$400 shall be paid to the employee after 12 months of employment and every year thereafter to replace worn or damaged items of the uniform.
- 23.2 All Administrative Services employees are required to wear the allocated uniform. All other Educational Services Staff are eligible for the allowance if they choose to adopt the allocated uniform in a particular employment area.

24. Salary Packaging

- 24.1 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 24.1(i), 24.1(j) and 24.1(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.

24.2 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

25. Hours of Work

- 25.1 An average of 38 hours per week shall be worked on one of the following basis:
- 38 hours within a one week work cycle
 - 76 hours within a fortnightly work cycle
 - 152 hours within a four weekly work cycle
- 25.2 Not more than ten (10) hours exclusive of meal breaks (except if paid at overtime rates) shall be worked in any one day.
- 25.3 The ordinary hours of work will be worked on no more than 5 days in any 7 day period and may be worked as follows:
- (a) On any day from Monday to Friday between 7.00am and 6.00pm for the following groups of employees:
 - School Administration Services
 - Curriculum/Resource Services
 - Well Being Services
 - Classroom Support Services
 - School Operational Services (School Canteen Staff Only)
 - (b) On any day from Monday to Friday between 6.00am and 6.00pm for School Operational Services in the following groups of employees:
 - Gardening Staff
 - Maintenance Staff
 - (c) On any day from Monday to Friday between 6.30am and 6.30pm for the following employees:
 - Nursing Services
 - (d) On any day from Monday to Sunday between 6.00am and 6.00pm for the following employees:
 - School Operational Services (Security/Caretaking)

26. Overtime

- 26.1 An employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours according to Clause 27 of the Award.

27. Time in Lieu of Overtime

- 27.1 Employees, who work overtime at the request of the Principal or his/her nominated officer of the College, will be eligible for time off in lieu of overtime payment.
- 27.2 Time in lieu of overtime payment will be calculated at the rate of ordinary hours.
- 27.3 The feasibility of taking time in lieu of overtime is based on cooperation and trust among employees, supervisors and management. Staff levels must be adequate at all times to ensure effective communication, the proper discharge of day-to-day functions and responsibilities, as well as safeguarding the operational efficiency of the College.
- (a) This time off will be taken at an agreed time, convenient to the College.
 - (b) Time in lieu ordinarily should be taken within four (4) weeks of time being accrued, however, the employer and employee may agree for the employee to take time off at a later date save that time in lieu of overtime will not accrue from one year to the next.
 - (c) Where agreed time in lieu has not been taken, the College must, if requested by the employee, provide payment, at the rate provided for the payment of overtime, in accordance with Clause 26.1 for any overtime worked.

28. Minimum Employment Period

- 28.1 An employee's employment is contingent upon the satisfactory completion of a 6 month minimum term employment period.

- 28.2 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.
- 28.3 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.
- 28.4 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 28.3 above.

29. Job Sharing

- 29.1 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 learning 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. Work performed in excess of the ordinary hours for the position will be paid at the rates specified in Clause 26 of the Agreement or may be taken as time off in lieu of overtime pursuant to Clause 27 of the Agreement.
 - (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

30. Annual Leave

- 30.1 All Educational Services Staff employed prior to 31 December, 2010 who are in receipt of "paid school holidays" shall be paid at forty eight over fifty two (48/52) of the rate of pay applying for a full-time or part-time employee and shall be entitled to leave with pay during non-term times subject to recall for up to three (3) working days each year during non-term times.
 - (a) One clear Semester's notice in writing is required for using the recall days, outlining the duties required.
 - (b) The reasons for recall may be discussed between the Principal or his nominee and the employee.
 - (c) Recall days are to be used for genuine department needs or other specified School needs as agreed.
 - (d) Such days shall immediately follow the end of term or precede the beginning of a term except where there is agreement between the employer and the employee that the recall should occur at another time.
 - (e) Part-time employees are subject to the same recall provisions on a pro rata basis.
 - (f) Unused recall days from any one year are not to be accrued into the following year.
- 30.2 All other Educational Services Staff shall be entitled to 5 weeks annual leave.
- 30.3 The employer may require an employee to take their annual leave during non-term weeks.

31. Flexible Leave Arrangements

31.1 Billanook College recognises that some ESS may value the option of additional leave each year.

- (a) The College is prepared to consider providing additional leave during non-term time where this does not adversely impact on the College's operations.

31.2 Additional Leave

- (a) Employees of the College may make a request to the Principal requesting additional leave. This request should be in writing and would generally be effective for the next calendar year.
- (b) Any additional leave granted will be without pay.
- (c) Additional leave will only be granted where it will not have an adverse impact upon the operation of the College. To ensure the impact of taking additional leave is minimised, the College may place restrictions on when leave may be taken. Ordinarily this will only be during non-term time.
- (d) The duration of any arrangement to provide additional leave will be agreed between the College and the employee in writing at the commencement of the arrangement.

31.3 Payment Arrangements

- (a) Where an employee's request for additional leave is granted, the employee's adjusted annual salary will be determined using the following formula:

$$\text{Adjusted Annual Salary} = \frac{52 - (\text{weeks of additional leave})}{52.18} \times \text{Current Annual Salary}$$

- (b) Unless agreed otherwise the adjusted annual salary will then be spread evenly in (fortnightly) payments throughout the year.
- (c) Where the employee resigns there will be a reconciliation of leave entitlements.

31.4 Leave Without Pay During Non-Term Weeks

- (a) An employee whose work requires term weeks only will be required to take leave without pay during non-term weeks as specified in their contract of employment in accordance with Clause 11 of the Award.
- (b) Annual salary for an employee on leave without pay during non-term weeks will be calculated as follows.

$$A = \frac{C \times \text{working weeks} + 5 \text{ weeks annual leave}}{52.18}$$

Where:

A means the employee's adjusted annual salary

C means the annual salary (as contained in clause 15—Minimum wages) for the employee's classification

Working weeks means the number of weeks that the employee is required to work

32. Long Service Leave

32.1 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.

32.2 Employees are also entitled to pro rata Long Service Leave after 7 years of continuous service at Billanook College.

32.3 Employees may apply to the Principal to take Long Service Leave on full, half or quarter pay.

- 32.4 Long Service Leave may be taken in conjunction with other leave at the discretion of and by the approval of the Principal.
- 32.5 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.

33. Personal Leave

- 33.1 All full-time employees are entitled to fifteen (15) days of paid sick 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.
- 33.2 In addition to Clause 33.1 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.

34. Condition for use of Personal Leave

- 34.1 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 34.2 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.
- 34.3 The entitlement in Clause 33.1 and 33.2, 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 34.5 of the Agreement), or
 - a member of the employee's household.
- 34.4 The entitlement in Clause 33.2 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 34.5 of the Agreement).
- 34.5 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;
 - (d) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis.

35. Infectious Diseases Leave

35.1 An employee who is suffering from one of the infectious diseases listed below 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 in the College:

- German Measles
- Chickenpox
- Measles
- Mumps
- Scarlet Fever
- Whooping Cough
- Rheumatic Fever
- Hepatitis
- Any other prescribed or notifiable infectious disease

35.2 The employee must produce a medical certificate which specifically names the disease and the employee shall request in writing that the leave not be debited against sick leave.

36. Parental Leave

36.1 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.

36.2 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.

36.3 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.

36.4 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 36.2.

36.5 Where the School employs both parents of the child, only one parent will be entitled to receive payment pursuant to 36.2.

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

36.7 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.

37. Unpaid Leave

37.1 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.

37.2 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

38. Letter of Appointment

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

39. Notice of Termination

39.1 In order to terminate employment, an employee or employer must give a minimum of four (4) weeks' notice in writing. Where the required period of notice is not given the employer has the right to withhold monies and benefits to a maximum amount equal to the ordinary rate of pay for that period.

39.2 In the event of Redundancy outlined in Clause 40, 4 weeks' notice is required in writing or full payment in lieu of notice shall be paid in addition to the Severance Pay entitlement.

39.3 For those employees aged 45 years and over, an additional week's notice shall be given.

40. Redundancy

40.1 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.

40.2 In this event the employer will hold discussions with the employee directly affected as soon as practicable.

40.3 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.

41. Severance Pay

41.1 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

41.2 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

42. Due Process

- 41.1 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.
- 42.2 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.
- 42.3 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.
- 42.4 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.
- 42.5 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.

432. Equal Employment Opportunity

- 43.1 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.
- 43.2 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.
- 43.3 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.

44. Occupational Health and Safety

- 44.1 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.
- 44.2 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.
- 44.3 OH&S Committee meeting minutes will be circulated.
- 44.4 OH&S representatives will be provided with paid leave to attend appropriate training.
- 44.5 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.
- 44.6 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.
- 44.7 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
- 44.8 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

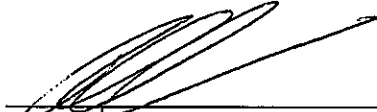
45. Declaration

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.

46. Signatories

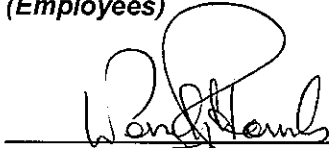
The Agreement is made at Billanook College Ltd on Wednesday 4 December, 2013.

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 Educational Services Staff of Billanook College Ltd (Employees)



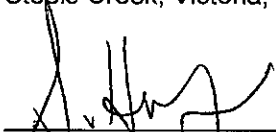
Wendy Hands (Bargaining Representative)
25 Vista Drive
Chirnside Park, Victoria, 3116



Murray George (Bargaining Representative)
30 Duncan Avenue
Boronia, Victoria, 3155

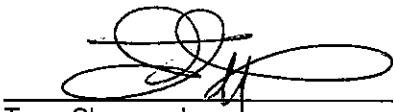


Rebecca Boag (Bargaining Representative)
619 Steels Creek Road
Steels Creek, Victoria, 3775



Andrew Harvey (Bargaining Representative)
26 Inverness Avenue
The Basin, Victoria, 3154

In the presence of



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