



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Billanook College Ltd**  
(AG2017/6434)

## **BILLANOOK COLLEGE LTD (EDUCATIONAL SERVICES STAFF) ENTERPRISE AGREEMENT 2018**

Educational services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 26 MARCH 2018

*Application for approval of the Billanook College Ltd (Educational Services Staff) Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Billanook College Ltd (Educational Services Staff) Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Billanook College Ltd. The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, 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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[4] The Agreement was approved on 26 March 2018 and, in accordance with s.54, will operate from 2 April 2018. The nominal expiry date of the Agreement is 31 December 2020.



DEPUTY PRESIDENT

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# **Billanook College Ltd (Educational Services Staff) Enterprise Agreement 2018**

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## PART A – APPLICATION AND OPERATION

1. **Title**  
The Agreement shall be known as the Billanook College Ltd (Educational Services Staff) Enterprise Agreement, 2014 (“the Agreement”).

2. **Application**  
This Agreement applies to all Educational Services Staff of Billanook College Ltd, located at 197 Cardigan Road, Mooroolbark, Victoria, 3138, whose employment is regulated by the terms and conditions of the *Educational Services (Schools) General Staff Award 2010*.

### 3. Definitions and Interpretations

3.1 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 and Clerical Staff – School Administrative Services  
 Careers Counsellor – Curriculum/Resources Services  
 Caretakers – School Operational Services  
 Centre Operations Officer – Curriculum/Resources Services  
 Homestay Officer – School Administrative Services  
 Integration and Teachers’ Aides – Classroom Support Services  
 Library Assistants and Technicians – Curriculum/Resources Services  
 Laboratory Assistants and Technicians – Curriculum/Resources Services  
 Maintenance and Grounds Staff – School Operational Services  
 Multi Media/Audio Visual Assistants and Technicians – Curriculum/Resources Services  
 School Canteen Staff – School Operational Services  
 School Psychologist – 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

### 3.2 Definitions

<b>Act</b>	means the Fair Work Act 2009 (C'th) or its successor(s)
<b>Award</b>	means the Educational Services (Schools) General Staff Award 2010 or its successor(s)
<b>Board</b>	means group of voluntary professionals who are responsible for the overall management and strategic direction of the College
<b>Continuity of Service</b>	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 continuity of employment
<b>Employee</b>	means a person covered by this Agreement
<b>Employer</b>	means Billanook College Ltd (ABN: 37 005 705 555)
<b>ESS</b>	Means Educational Services Staff
<b>FWC</b>	means Fair Work Commission
<b>Immediate Family</b>	<ul style="list-style-type: none"> <li>means spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes).</li> <li>means a 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</li> </ul>
<b>LSL Act</b>	means the Long Service Leave Act 1992 (Vic) or its successor(s)
<b>NES</b>	means the National Employment Standards as contained in Part 2.2 of the Act
<b>Non-term Week</b>	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
<b>Principal</b>	means Principal of Billanook College or his or her nominee
<b>Deputy Principal</b>	means Deputy Principal of Billanook College or his or her nominee

<b>School Year</b>	means the period of 12 months commencing from the day the employees are required to attend the school for the new educational year, as determined by the school, and includes term weeks and non-term weeks
<b>Staff</b>	means all employees of Billanook College
<b>Term Weeks</b>	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
<b>WIRC Act</b>	means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or its successor(s)

### 3.3 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.

## 4. Coverage

- 4.1 This is a single Agreement made pursuant to S172(2) of the *Fair Work Act 2009 (C'th)*.
- 4.2 The Agreement covers:
- Educational Services Staff (as defined in Clause 3.1 of this Agreement)
  - The employer
- 4.3 This Agreement does not cover:
- The Chief Financial Officer, The Accountant, Manager of International Programs, Human Resources Manager, Public Relations and Marketing Manager or instrumental music tutors;
  - Apprentices, trainees or employees on a supported wage system;
  - an employee who is covered by the *Educational Services (Teachers) Award 2010*; or
  - any employee who earns more than the high income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009 (C'th)*.
- 4.4 The Independent Education Union Victoria Tasmania will be covered by the Agreement upon notice under s.183 (1) of the Act.

**5. Commencement and Period of Operation**

- 5.1 Where the Agreement passes the Better Off Overall Test, the Agreement will be operative seven days after the date of the notice issued by the Fair Work Commission approving the Agreement.
- 5.2 The nominal expiry date of the Agreement is 31 December 2020.

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

- 6.1 The terms of the *Educational Services (Schools) General Staff Award 2010* (excluding Clause 15.1) shall operate in conjunction with this Agreement, provided that:
- (a) where the Agreement is silent on rates of pay, conditions, allowances or other matters pertaining to the employment relationship, the Award shall apply;
  - (b) in the event of any inconsistency in respect of rates of pay, conditions, allowances or other matters between the Award and the Agreement, the higher standard shall apply.

**7. No Extra Claims**

- 7.1 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 5.2 hereof.

**8. The National Employment Standards**

- 8.1 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.
- 8.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

**9. Agreement Flexibility**

- 9.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
    - arrangements about when work is performed;
    - overtime rates;
    - penalty rates;
    - allowances;
    - leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- 9.2 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.
- 9.3 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.
- 9.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 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**

### **10. Consultation**

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

In this clause: relevant employees means the employees who may be affected by a change referred to in Clause 10.1(a) or (b).

#### **Consultation regarding major workplace change**

- 10.2 For a major change referred to in Clause 10.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) Clause 10.3 to 10.9 apply.
- 10.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 10.4 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.
- 10.5 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.
- 10.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 10.8 If a clause in this 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 Clause 10.2(a) and Clauses 10.3 and 10.5 are taken not to apply.
- 10.9 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.

**Consultation about changes to regular roster or hours of work**

- 10.10 For a change referred to in Clause 10.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) Clauses 10.11 to 10.15 apply.
- 10.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 10.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
  - (b) the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.
- 10.13 The employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion, provide to the relevant employees:
    - information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence); and
    - information about what the employer reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.



- 10.15 The employer must give genuine consideration to matters raised about the change by the relevant employees.
- 10.16 For the purposes of Clauses 10.11 to 10.15, the employer's educational timetable in respect of academic classes and student activities, which:
- (a) may operate on a term, semester or a school year basis, and
  - (b) ordinarily changes between one period of operation and the next, and
  - (c) may change during the period of operation,
- is not a regular roster.
- 10.17 However, where a change to the employer's educational timetable directly results in a change:
- (a) to the number of ordinary hours of work of an employee, or
  - (b) to the spread of hours over which the employee's ordinary hours are required to be worked, or
  - (c) to the days over which the employee is required to work,
- Clauses 10.11 to 10.15 will apply.

In this clause: **relevant employees** means the employees who may be affected by a change referred to in Clause 10.1.

## 11. Consultative Committee

- 11.1 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.
- 11.2 This committee will be convened by the Human Resources Manager 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.
- 11.3 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.
- 11.5 Minutes of the committee meetings will be recorded and distributed to all employees.
- 11.6 Recommendations of the Consultative Committee will be carried forward to management, who will respond in writing within one week.

## 12. Dispute Resolution

- 12.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
  - (b) the NES;
- this clause sets out procedures to settle the dispute.
- 12.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 12.3 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.

- 12.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 12.5 FWC may deal with the dispute in 2 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
- If FWC 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 FWC arbitrates the dispute, it may also use the powers that are available to it under the 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 Act. Therefore, an appeal may be made against the decision.
- 12.6 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:
- 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.
- 12.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

## **PART C – CAREER PROGRESSION**

### **13. Commitment to Professional Learning**

- 13.1 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.
- 13.2 Educational Services Staff will ordinarily undertake a minimum of ten (10) hours per year of professional development.
- 13.3 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.
- 13.4 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.

### **14. Trade Union Training**

- 14.1 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.
- 14.2 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.

## **15. Multi Skilling**

15.1 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 16.

## **16. Use of Skills**

16.1 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 16.1(a) and 16.1(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 12 of the Agreement following prior consideration of the issue in accordance with Clause 11 of the Agreement.

## **17. Performance Appraisal**

17.1 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.

17.2 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.

17.3 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

17.4 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.

17.5 A full appraisal will be conducted biennially.

17.6 Professional goals and learning plans will be reviewed annually.

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

**PART D – REMUNERATION**

**18. Rates of Pay**

**18.1 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.

<b>Grade</b>	<b>Years of Experience</b>	<b>2017 (3%)</b>	<b>Billanook 01/01/2018 (2.5%)</b>	<b>Billanook 01/01/2019 (2.5%)</b>	<b>Billanook 01/01/2020 (3%)</b>
1	1	46,557	47,721	48,914	50,381
	2	48,578	49,792	51,037	52,568
	3	50,606	51,871	53,168	54,763
	4	52,631	53,947	55,295	56,954
	5	54,878	56,250	57,656	59,386
2	1	56,338	57,746	59,190	60,966
	2	58,000	59,450	60,936	62,764
	3	59,659	61,150	62,679	64,560
	4	60,860	62,382	63,941	65,859
	5	61,793	63,338	64,921	66,869
3	1	63,600	65,190	66,820	68,824
	2	65,393	67,028	68,704	70,765
	3	67,178	68,857	70,579	72,696
	4	68,926	70,649	72,415	74,588
	5	70,736	72,504	74,317	76,547
4	1	73,077	74,904	76,777	79,080
	2	74,874	76,746	78,664	81,024
	3	76,618	78,533	80,497	82,912
	4	78,427	80,388	82,397	84,869
5	1	80,714	82,732	84,800	87,344
	2	82,521	84,584	86,699	89,300
	3	84,317	86,425	88,586	91,243
	4	85,940	88,089	90,291	92,999
6	1	89,202	91,432	93,718	96,529
	2	91,479	93,766	96,110	98,993
	3	93,763	96,107	98,510	101,465
7	1	97,979	100,428	102,939	106,027
	2	101,262	103,794	106,388	109,580
	3	104,654	107,270	109,952	113,251
8	1	108,161	110,865	113,637	117,046
	2	111,783	114,578	117,442	120,965
	3	115,528	118,416	121,377	125,018

- 18.2 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	2017 (3%)	Billanook 01/01/2018 (2.5%)	Billanook 01/01/2019 (2.5%)	Billanook 01/01/2020 (3%)
1	1	43,016	44,091	45,194	46,549
	2	44,882	46,004	47,154	48,569
	3	46,753	47,922	49,120	50,593
	4	48,621	49,837	51,083	52,615
	5	50,697	51,964	53,263	54,861
2	1	52,003	53,303	54,635	56,274
	2	53,536	54,875	56,247	57,934
	3	55,071	56,448	57,859	59,595
	4	56,178	57,583	59,022	60,793
	5	57,040	58,466	59,928	61,726
3	1	58,707	60,175	61,679	63,529
	2	60,363	61,872	63,419	65,322
	3	62,010	63,560	65,149	67,104
	4	63,623	65,214	66,844	68,849
	5	65,294	66,926	68,599	70,657
4	1	67,454	69,140	70,869	72,995
	2	69,113	70,841	72,612	74,790
	3	70,724	72,492	74,304	76,533
	4	72,395	74,204	76,060	78,341
5	1	74,504	76,367	78,276	80,624
	2	76,172	78,076	80,028	82,429
	3	77,830	79,776	81,770	84,223
	4	79,329	81,312	83,345	85,845
6	1	82,341	84,400	86,510	89,105
	2	84,438	86,549	88,713	91,374
	3	86,550	88,714	90,931	93,659

**18.3 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.

**19. Superannuation**

- 19.1 The Superannuation Guarantee Charge (SGC) is paid by the College into a "choice of fund" nominated by the employee.
- 19.2 Only where an employee voluntarily contributes a minimum of 6% to superannuation, the employer will commit to pay an additional 1% above the SGC.
- 19.3 The maximum employer contribution paid to an employee for all superannuation categories is limited to a total 1% above the SGC on an employee's total salary.

**20. Accident Make Up Pay**

- 20.1 Where an employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation Compensation Act 2013 (Vic), the employer must pay to the employee the difference between such weekly payments and the normal remuneration of the employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but

only for so much of that period as the employee remains employed by the employer.

20.2 If an employee is absent from work because of an illness or injury, for which the employee is receiving compensation payments pursuant to the Workplace Injury Rehabilitation Compensation Act 2013 (Vic) then:

- (a) The employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- Annual leave; or
  - Paid personal/carer's leave

## **21. Travel Allowance**

21.1 The College may approve a staff member's use of a privately owned motor vehicle for College business and the staff member can then apply for reimbursement on the basis of a prescribed mileage allowance. However staff are encouraged to use the College's vehicles where possible while undertaking College business. The College will not accept any liability, which may arise from the use of a private vehicle on College business.

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

## **22. Salary Packaging**

22.1 Upon receiving a written election for a remuneration packaging arrangement from an 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.

22.2 Any arrangement between the employer and the employee in relation to remuneration packaging will be entered into by way of a subsidiary written agreement varying the employee's conditions of employment.

## **23. Staff Tuition Fee Discount**

23.1 Staff discounts for children enrolled at Billanook will apply to permanent staff only. Casual or temporary staff are not eligible for the tuition fee discount.

23.2 Permanent staff whose FTE is 0.75 to 1.0 are eligible for a 50% remission of tuition fees, but are required to pay the applicable FBT.

23.3 Permanent staff whose FTE is 0.5 to 0.75 are eligible for a 37.5% remission of tuition fees, but are required to pay the applicable FBT.

23.4 Permanent staff whose FTE is below 0.5 are eligible for a 25% remission of tuition fees, but are required to pay the applicable FBT.

23.5 Employees who receive the staff tuition fee discount are not entitled to the family discount, past student allowance or the Uniting Church clergy allowance. Employees who have been granted other forms of fee assistance will also not be eligible for the staff tuition fee discount.

**24. Uniform Allowance**

- 24.1 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.
- 24.2 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.

**PART E - 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 development and performance appraisal.
- (b) If appropriate, job sharing may be available by agreement between the Principal as the representative of the employer, relevant supervisor and the employees concerned.
- (c) The employer will coordinate employees' requests in relation to job sharing. These requests must include a detailed proposal, which details how the job sharing arrangement can be made operational to suit the needs of the College.
- (d) The job sharers, in conjunction with the appropriate supervisor and the Chief Financial Officer, will determine how the job is to be split and agree to the hours of duty within the spread of ordinary hours.
- The hours of work of the job share team shall not exceed the average hours per four weekly cycle or an average thereof.
  - A job sharer's four weekly cycle 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 personal leave or carer's leave of one of the job sharers, the remaining job sharer may volunteer to relieve.
- (g) In the case of planned or structured absence or leave, the job sharers may elect to take such leave conjointly. Should the leave be taken separately, the remaining job sharer may volunteer to relieve. Where business needs of the College dictate that the absence of the job sharer be covered, it is seen as highly desirable that the remaining job sharer be prepared to relieve.
- (h) Where a planned or structured absence or leave of one job sharer is relieved by the remaining job sharer the aggregate number of hours worked by the remaining job sharer shall not exceed those of a full time employee.



- (i) A job sharer who volunteers to relieve in the other portion of the job sharing position during a period of authorised absence or leave shall only be entitled to payment at single time for the periods when relief is given.
- (j) Subject to the Agreement, job sharers receive pro rata pay and conditions including fringe benefits, for the relevant classification of the position filled in proportion to the hours worked by each job sharer.
- (k) The working arrangements and responsibilities for a particular position shall be mutually determined by the employer and the job sharers. The job sharing agreement shall include any variations to the working arrangements and responsibilities that may be required from time to time.
- (l) The number of hours to be worked by each job sharer, when and how those hours are to be worked, overlap time, and the position description for the position shall be set out in writing by the employer upon beginning the job share arrangement and at any other time when a variation occurs. The position 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. All accrued benefits are transferable from one mode of employment to another.

## **PART F - 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 Educational Services Staff 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 employment at Billanook College with an additional six and a half (6.5) weeks on completion of every additional five (5) years continuous employment at the College.

- 32.2 Employees are also entitled to pro rata Long Service Leave after 7 years of continuous employment at Billanook College.
- 32.3 Employees may apply to the Principal to take Long Service Leave on full or half 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 (Accrued)**
- 33.1 Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 33.2 All full-time employees are entitled to fifteen (15) days of paid personal leave every year. Part-time employees will receive pro rata of this entitlement. This paid leave is to be used either for sick leave or carer's leave. In any given year the unused portion of this leave will accrue from year to year.
- 34. Personal Leave (Non-accrued)**
- 34.1 In addition to Clause 31 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 NES, this leave may be applied for and may be used to supplement bereavement/compassionate leave, for family purposes, examination leave, assessment leave or qualification conferral leave. In any given year the unused portion of this leave **will not** accumulate from year to year.
- 35. Condition for use of Personal Leave**
- 35.1 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 35.2 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.
- 35.3 The entitlement in Clauses 33 and 34 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 or a member of the employee's household.
- 35.4 The entitlement in Clause 34.1 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 for the reasons as outlined in Clause 34.1
- 36. Parental Leave**
- 36.1 Parental leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 36.2 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.
- 36.3 Where an employee, who has completed at least 12 months continuous employment, is granted unpaid parental leave, as the primary caregiver, that employee is entitled to a

parental allowance equivalent to fourteen (14) weeks' salary at the employee's ordinary rate of pay, to be taken in the first fourteen (14) 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.

36.4 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 concurrent 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.

36.5 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 Clause 36.3.

36.6 Where the employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to Clause 36.3.

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

36.8 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. Infectious Diseases Leave**

37.1 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

37.2 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.

### **38. Family Violence Leave**

#### **38.1 General Principle**

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

#### **38.2 Definition of Family Violence**

This employer 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.

#### **38.3 General Measures**

- (a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

- (b) All personal information concerning family violence will be kept confidential in line with employer policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (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) The employer will identify contacts within the school who will be trained in family violence and privacy issues, e.g. training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the school.

#### **38.4 Leave**

- (a) An employee experiencing family violence will have access to five (5) day per year of paid special leave for 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 and can be taken without prior approval.
- (b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

#### **38.5 Individual Support**

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
  - changes to their span of hours or pattern or hours and/or shift patterns;
  - job redesign or changes to duties;
  - relocation to suitable employment within the employer organisation;
  - a change to their telephone number or email address to avoid harassing contact;
  - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

#### **39. Unpaid Leave**

- 39.1 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.
- 39.2 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***

#### **40. Terms of Engagement**

- 40.1 On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating the classification and rate of salary applicable on commencement, and details for how the annual leave loading will be paid.
- 40.2 Where the employer engages the employee on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

#### **41. Notice of Termination**

- 41.1 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.
- 41.2 In the event of Redundancy outlined in Clause 42, four (4) weeks' notice is required in writing or full payment in lieu of notice shall be paid in addition to the Severance Pay entitlement.

41.3 For those employees aged 45 years and over, an additional one (1) week's notice shall be given.

**42. Redundancy**

42.1 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.

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

42.3 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.

**43. Severance Pay**

43.1 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

43.2 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

**44. Performance and Conduct Management**

**44.1 Application**

Where an employee's employment is terminated during the minimum employment period or the employee is employed on a casual basis, the employer will not be required to commence a performance or conduct management procedure as detailed in this clause.

**44.2 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:
  - the employer's concern(s) with the employee's performance;
  - the time, date and place of the first formal meeting to discuss the employee's performance;
  - 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;
  - the employer's right to terminate the employment should the procedure not resolve the employer's concern(s).
- (c) Formal performance management meetings will
  - include discussion of the employer's concern(s) with the employee's performance;
  - give the employee an opportunity to respond to the employer's concern(s);
  - include discussion of any counselling or assistance, where appropriate, available to the employee;
  - include documentation, where appropriate;
  - set periods of 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.

#### 44.3 **Conduct Management**

- (a) Where the employer is considering termination of employment for reasons related to the employee's conduct, the employer will implement the procedure in this clause.
- (b) The employer will advise the employee in writing of:
  - the employer's concern(s) with the employee's conduct;
  - the time, date and place of the first formal meeting to discuss the employee's conduct;
  - the employee's right to be accompanied by a nominee of the employee's choice at all meetings scheduled to discuss the employee's conduct;
  - the employer's right to terminate the employee's employment should the employer's concern(s) not be resolved.
- (c) Formal conduct management meetings will
  - include discussion of the employer's concern(s) with the employee's conduct;
  - 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:
  - 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;
  - issuing the employee with a warning or a final warning in writing;
  - terminating the employment of the employee in accordance with the relevant notice provision;
  - other action, appropriate to the situation.

EXECUTED as an agreement this 14<sup>th</sup> day of December 2017

**EMPLOYER REPRESENTATIVE**

Signed: [Signature]

Date: 14/12/17

Name in full (printed): ROGER BARRY ALBERT OATES

Position title: Principal

Authority to sign explained: Employer Representative

Address: [Redacted]

Witnessed by: [Signature]

Witness name in full: KARIN MICHELE THOMPSON

Witness address: [Redacted]

**EMPLOYEE REPRESENTATIVE**

Signed: [Signature]

Date: 14/12/2017

Name in full (printed): REBECCA BOAG

Position title: BUSINESS SERVICES OFFICER

Authority to sign explained: EMPLOYEE REPRESENTATIVE

Address: [Redacted]

Witnessed by: [Signature]

Witness name in full: KARIN MICHELE THOMPSON

Witness address: [Redacted]