



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ballarat Christian College Limited T/A Ballarat Christian College
(AG2017/4324)

BALLARAT CHRISTIAN COLLEGE ENTERPRISE AGREEMENT 2017

Educational services

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 15 DECEMBER 2017

Application for approval of the Ballarat Christian College Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Ballarat Christian College Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ballarat Christian College Limited T/A Ballarat Christian College. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[5] The Agreement was approved on 15 December 2017 and, in accordance with s.54, will operate from 22 December 2017. The nominal expiry date of the Agreement is 22 December 2021.



COMMISSIONER

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Annexure A

8 December 2017

Fair Work Commission
11 Exhibition Street
Melbourne Vic 3000
via email: Member.Assist@fwc.gov.au

Dear Commissioner Harper-Greenwell,

AG2017/4324 – Ballarat Christian College Agreement 2017 (Agreement)

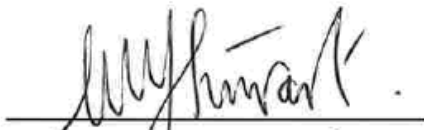
Ballarat Christian College (Employer) undertakes that the *Educational Services (Schools) General Staff Award 2010* and the *Educational Services (Teachers) Award 2010* as amended from time to time, shall be incorporated into the Ballarat Christian College Enterprise Agreement 2017.

The Employer confirms that it has sought the views of the bargaining representatives for the Agreement.

Yours sincerely



Justin Templar
Board Chairman



Michael Stewart
Principal

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

**BALLARAT CHRISTIAN
COLLEGE
ENTERPRISE AGREEMENT
2017**

BALLARAT CHRISTIAN COLLEGE ENTERPRISE AGREEMENT 2017

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

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

2 ARRANGEMENT

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission (FWC).
- 3.2 The nominal expiry date of the Agreement is four (4) years from the date of approval of the Agreement by the FWC.

4 APPLICATION AND COVERAGE

- 4.1 This Agreement covers:
- (a) the Employer;
 - (b) Teachers; and
 - (c) General Staff as defined in clause 7 of this Agreement.
- 4.2 This Agreement does not apply to:
- (a) the Principal;
 - (b) a Deputy Principal however named

- (c) a Bursar or Business Manager, however named, being the most senior administrative Employee employed with the delegated authority to act for the Employer; or
- (d) an Employee who has been given an undertaking that their annual earnings will be in excess of the high income threshold, pursuant to section 330 of the *Fair Work Act 2009* (Cth) as varied from time to time.

5 RELATIONSHIP TO AWARDS

- 5.1 This Agreement operates in conjunction with the terms of the *Educational Services (Teachers) Award 2010*, and the *Educational Services (Schools) General Staff Award 2010*, as in force from time to time.
- 5.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in either of these awards this Agreement will override the award term or condition.
- 5.3 Where this Agreement is silent on a particular matter the terms of the relevant award shall apply.
- 5.4 References to Award clause numbers are numbered as at the date of this Agreement. In the event that the clause numbers in the Awards are varied, the references to clause numbers in this Agreement will also be varied.

6 NATIONAL EMPLOYMENT STANDARDS

- 6.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements applying to an Employee covered by this Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 6.2 This Agreement, the *Educational Services (Teachers) Award 2010* or the *Educational Services (Schools) General Staff Award 2010* will provide industry or enterprise specific detail where it deals with a matter provided for in the NES.

7 DEFINITIONS

Awards	means the <i>Educational Services (Teachers Award) 2010</i> and the <i>Educational Services (Schools) General Staff Award 2010</i> , unless separately specified
College	means the Ballarat Christian College ABN 97 119 800 869
Employee	means a person covered by this Agreement
Employer	means the Ballarat Christian College ABN 97 119 800 869
FW Act	means the <i>Fair Work Act 2009</i> (Cth) or its successor
FWC	means Fair Work Commission or its successor
General Staff	means an Employee engaged to work in: <ul style="list-style-type: none"> • Classroom support services

	<ul style="list-style-type: none"> • Curriculum/resources services • School administration services • School operational services • Wellbeing services as defined by the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor
General Staff Award	means the <i>Educational Services (Schools) General Staff Award 2010</i> or its successor
Immediate family	as defined by the <i>Fair Work Act 2009</i> (Cth)
LSL Act	means the <i>Long Service Leave Act 1992</i> (Vic) or its successor
Medical Practitioner	means a person who is qualified to practise medicine in Australia and who is registered with the Medical Board of Australia
NES	means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth) or its successor
Non Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks' annual leave)
Principal	means Principal of Ballarat Christian College or the Principal's delegate
Shut down period	means any period of time where the Employer shuts down or closes the whole or part of their operations. A shut down period may be designated during non term weeks where students are not in attendance at the School
Teacher	means a person who holds Full or Provisional Registration by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006</i> (Vic) and is employed to teach an educational program. This definition includes a person who has permission to teach from VIT and a qualified teacher librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called
Teachers Award	means the <i>Educational Services (Teachers) Award 2010</i> or its successor
Victorian Institute of Teaching	means the statutory authority for the registration of teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor

8 FAITH BASIS OF COLLEGE

Statement of Faith

- 8.1 It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that an Employee possesses and maintains a firm personal belief consistent with the Statement of Faith of the College, together with an active commitment to, and involvement with, a Christian church holding a doctrinal position consistent with the Statement of Faith. Accordingly, all Employees are expected by the College to possess and maintain throughout the term of this Agreement a firm personal belief consistent with the Statement of Faith of the College, together with an active commitment to and involvement with a Christian church holding a doctrinal position consistent with the Statement of Faith. At the least, such an active commitment requires regular and frequent attendance at the Church's worship services.
- 8.2 Should an Employee cease to have a firm personal belief consistent with the Statement of Faith or cease to maintain an active commitment to and involvement with an appropriate Christian church the Employee shall inform the College.
- 8.3 If the situation continues after counselling and an opportunity for restoration, then the College may terminate the Employee's employment.

Lifestyle and Values

The parties acknowledge that:

- 8.4 The College bases its teachings and beliefs on the Bible, both the Old and New Testaments, which the College regards as the inspired and inerrant Word of God.
- 8.5 These teachings are expounded in many of the College's public and internal documents, including the Statement of Faith.
- 8.6 These documents reflect the College's understanding of the lifestyle and values which all Employees of the College, regardless of their role are required (subject to the provisions of the relevant equal opportunity/antidiscrimination legislation) to respect and maintain at all times and are to be understood as source documents, defining the College's doctrines, tenets, beliefs and teachings.
- 8.7 Without limiting the College's Constitution, Statement of Faith and related documents which may provide more specific information, the College is an institution conducted in accordance with the doctrines, tenets, beliefs or teachings of the Protestant stream of the Christian Faith and the provisions of clause 8 of this Agreement are included in good faith to avoid injury to the essence of the adherents of the Christian Faith.
- 8.8 It is an inherent genuine occupational requirement and essential condition of employment and continuing employment that all Employees of the College are required to be seen to conduct themselves in the course of, or in connection with their work, in a manner consistent with these teachings and beliefs and in accordance with the Christian ethos of the College, and any College policy that

may be developed from time to time, thus providing a specifically Christian role model and example to all students and families associated with the College.

- 8.9 It is an inherent, genuine occupational requirement and essential condition of employment and continuing employment that all Employees of the College must not act in a way that they know, or ought reasonably to know, is contrary to the College's Statement of Faith. Nothing in an Employee's deliberate conduct shall be incompatible with the intrinsic character of their position.
- 8.10 Acting contrary to the lifestyle and values requirements set out in this clause is likely to cause injury to the Christian beliefs of members of the College community who adhere to the College's doctrine, tenets, beliefs and teachings.
- 8.11 If an Employee acts contrary to the lifestyle and values requirements set out in this clause the matter will be dealt with in accordance with the normal College procedures in relation to conduct and performance management.
- 8.12 If a dispute arises in connection with this clause it shall be dealt with in accordance with clause 12.

9 No EXTRA CLAIMS

The Employer and its Employees agree that the salary increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made during the currency of this Agreement.

PART 2 – MANDATORY TERMS

10 AGREEMENT FLEXIBILITY

- 10.1 This clause specifically replaces clause 7 of the Teachers Award and clause 7 of the General Staff Award.
- 10.2 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:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.

10.3 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

10.4 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

10.6 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing—at any time.

11 CONSULTATION ABOUT CHANGE

This clause specifically replaces clause 8 of the Teachers Award and clause 8 of the General Staff Award

Consultation regarding workplace change

11.1 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 the Employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

11.2 For a major change referred to in clause 11.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 11.3 to 11.9 apply.

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

11.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the 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:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

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

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

11.8 If a clause in 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 11.2(a), 11.3 and 11.5 are taken not to apply.

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

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

11.10 For a change referred to in clause 11.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) clauses 11.11 to 11.15 apply.

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

11.12 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.

11.13 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

11.16 For the purposes of clauses 11.11 to 11.15, 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.

11.17 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 11.11 to 11.15 will apply.

12 AVOIDANCE OF INDUSTRIAL GRIEVANCE

12.1 This clause specifically replaces clause 9 of the General Staff Award and clause 9 of the Teachers Award.

12.2 Any attempt to resolve a dispute arising out of this Agreement will be underpinned by the following Biblical principles and is to be followed by both parties:

- Christians should be reconciled to one another when disputes of any nature arise between them. (Mat 5:23-24; 6:9-15; 18:15-22)
- Christians should resolve their disputes in the context of Christian community. (Mat 18:15-22; 1 Cor 12:25-27; Eph 4:15-16; Phil 2:1-5)
- Christians are firmly directed against the resolution of disputes between themselves by recourse to secular courts. (Luke 12:57-59; 1 Cor 6:1-8)
- Christians are to resolve disputes without consideration or calculation of revenge. (Rom 13:8)

12.3 Any grievance, industrial dispute or matter likely to create a dispute, about any condition of employment addressed within this Agreement, shall be dealt with by negotiation between the parties. For the purpose of this clause a *grievance, industrial dispute, or matter likely to create a dispute about any condition of employment addressed within this Agreement* shall include an active condition of employment of;

- (a) This Agreement; and/or
- (b) The applicable Award; and/or
- (c) The National Employment Standards.

PROVIDED THAT where a disputed condition of employment remains unresolved following negotiation between the parties the matter will be referred to the FWC (or any subsequent authority which replaces FWC).

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

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, with the agreement of the parties, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) 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 FW Act. A decision that FWC makes when arbitrating a dispute is a decision

for the purpose of Division 3 of Part 5.1 of the FW Act. Therefore an appeal may be made against the decision.

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

PART 3 – CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES

13 REMUNERATION PACKAGING

- 13.1 Upon receiving a written election for a remuneration packaging arrangement from an Employee (other than a casual 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.
- 13.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of subsidiary agreement varying the Employee's conditions of employment.

14 SUPERANNUATION

The entitlement to superannuation is as set out in clause 20 of the General Staff Award and clause 18 of the Teachers Award, except that where the Employee does not nominate a superannuation fund, the default fund shall be Christian Super, or its successor.

15 MINIMUM EMPLOYMENT PERIOD

- 15.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period as defined by the FW Act.
- 15.2 If the Employer is to terminate the employment of an Employee during the six-month minimum employment period, then the Employer does not need to comply with any due process, performance or conduct management policies or procedures in place, from time to time.
- 15.3 If the Employer terminates the employment of an Employee within the six-month minimum employment period, then the Employee is entitled to notice prescribed as follows or payment in lieu of notice:

<u>Employee</u>	<u>Period of Notice</u>
Teacher	4 weeks wholly within the one school term
General Staff	1 week's notice

- 15.4 If the Employee is to resign within the six-month minimum employment period, then the Employee is required to give the same notice required of the Employer in clause 15.3 above

16 PROTECTIVE CLOTHING

- 16.1 This clause specifically replaces clause 16.7 of the General Staff Award.

16.2 Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

17 MEAL ALLOWANCE

The Employer will supply an Employee with a meal should the Employer require an Employee to remain at the College continuously until after 7 p.m. on any day.

18 VEHICLE ALLOWANCE

18.1 This clause specifically replaces clause 15.3 of the Teachers Award and clause 16.8 of the General Staff Award.

18.2 An Employee required by the Employer to use the Employee's motor vehicle in the performance of duties must be paid the following allowances:

Motor car	The rate prescribed by the Australian Taxation Office as amended from time to time.
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Motorcycle	The rate prescribed by the Australian Taxation Office as amended from time to time.
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18.3 Where the Employer provides a motor vehicle which is used by an Employee in the performance of the Employee's duties the Employer must pay all expenses including registration, running and maintenance.

19 PERSONAL/CARER'S LEAVE

19.1 This clause specifically replaces clause 29 of the General Staff Award and clause 24 of the Teachers Award.

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

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

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

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

19.6 Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member.

19.7 Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion.

Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

19.8 A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

19.9 Where a full-time Employee requires personal/carer's leave in excess of the Employee's accrued entitlement, the Employee is entitled to be paid personal/carer's leave in advance of accrual as follows:

- a) six (6) days during the first term of employment, and a further three (3) days during each of the next three terms, if in the first year of employment with the Employer, or
- b) up to the annual entitlement of 15 days, if in the second or subsequent year of employment.

provided that:

- a) the notice and evidential requirements are met, and
- b) any paid leave provided in advance of accrual at the time of the termination of employment is deducted from the Employee's final payment

Notice and Evidentiary Requirements

19.10 An Employee must notify the Employer of the Employee's absence as soon as reasonably practicable. The notice must be to the effect that the Employee requires the leave because of a personal illness or injury or to provide care or support to a member of the Employee's Immediate Family or household as the member is suffering either a personal illness or injury or an unexpected emergency.

19.11 An Employee is entitled to sick leave provided that:

- a) the Employee produces a medical certificate from a Medical Practitioner or statutory declaration to the Employer for any absence of more than two consecutive days;
- b) the Employee provides a medical certificate from a Medical Practitioner or statutory declaration to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term which would not otherwise require the provision of evidence; and
- c) the Employee produces a medical certificate from a Medical Practitioner or a statutory declaration to the Employer where the number of days of paid sick leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one year.

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

20 COMPASSIONATE LEAVE

- 20.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 20.2 An Employee other than a casual employee may take three (3) days' paid leave per permissible occasion when a member of the Employee's Immediate Family or household dies or when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

21 PUBLIC HOLIDAYS

- 21.1 An Employee is entitled to public holidays as specified in the NES, which includes public holidays gazetted by the Victorian Government from time to time.
- 21.2 These include the following:
- a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - b) The following days, as prescribed in Victoria: including Australia Day, Anzac Day, Queen's Birthday and Labour Day;
 - c) Except that in substitution of Melbourne Cup day, an employee will be entitled to Ballarat Show Day and not Ballarat Cup Day, regardless of the City of Ballarat's nomination of the public holiday, from year to year. Where Ballarat Show Day falls on a weekend, the Employer will nominate either the adjacent Friday or Monday as the public holiday.
- 21.3 Public holidays that occur during Non-term weeks do not create an additional entitlement for Teachers and for employees who are required to take leave without pay during non-term weeks.
- 21.4 By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the specified days.
- 21.5 The Employer and an Employee may agree to the Employee taking another day as the public holiday in lieu of any of the specified days.
- 21.6 An agreement made in accordance with clauses 21.4 or 21.5 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

22 JURY SERVICE

- 22.1 Community Service Leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 22.2 An Employee if required to appear and/or serve as a juror will be entitled to be granted leave for the period during which attendance at court is required.
- 22.3 An Employee must notify the Employer as soon as possible of the date upon which

the Employee is required to attend for jury service.

- 22.4 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.
- 22.5 The Employer must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.
- 22.6 Subject to clauses 22.3, 22.4 and 22.5 of this clause, an Employer will reimburse an Employee granted leave pursuant to clause 22.3 an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received had the Employee not been on jury service.

23 FAMILY VIOLENCE LEAVE

Definition

- 23.1 For the purpose of this clause, family violence is defined by the *Family Violence Protection Act 2008 (Vic) (Act)*. Under this Act, the definition of family violence is behaviour by a person towards a family member of that person if that behaviour:
 - a) is abusive (physical, sexual, emotional or psychological, or economic), threatening, coercive or in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
 - b) causes a child to hear or witness, or to otherwise be exposed to the effects of behaviour described above.

Leave entitlement

- 23.2 An Employee (other than a casual Employee) subject to family violence is entitled to paid family violence leave for the purpose of:
 - c) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - d) relocation or making other safety arrangements; or
 - e) other activities reasonably associated with the experience of family violence.
- 23.3 A full-time Employee is entitled to five days paid leave per year.
- 23.4 Part-time and fixed term Employees are entitled to a pro rata amount of five days.
- 23.5 Family violence leave may be taken as consecutive or single days, including half days.
- 23.6 Family violence leave is not cumulative from year to year.
- 23.7 This clause will cease to operate from the date that a family (or domestic) violence leave clause commences to operate in both the Teachers or General Staff Award.

Notice and Evidentiary Requirements

- 23.8 The Employee shall give notice to the Principal as soon as reasonably practicable of the Employee's request to take family violence leave.
- 23.9 The Employee must provide documentary evidence that would satisfy a reasonable person that the leave is for the purpose as set out above in clause 23.2. Such evidence may include a document issued by the police service, a court, a Medical Practitioner (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service or a lawyer, or the Employee may provide a statutory declaration.
- 23.10 The Employer will not place the documentary evidence provided under clause 23.8 on the Employee's file, unless expressly permitted by the Employee. Instead, the Employer may place a note on the Employee's file confirming:
- a) the dates that family violence leave was taken; and
 - b) that documentary evidence was sighted by the Employer.
- 23.11 Personal information provided by the Employee to the Employer concerning family violence will be treated confidentially, unless the Principal deems disclosure to be necessary for operational reasons.

24 LONG SERVICE LEAVE

Entitlement

- 24.1 Long service leave is provided by the NES, or where applicable, by the *Long Service Leave Act 1992*, except where this Agreement provides ancillary or supplementary terms.
- 24.2 From the commencement of the 2008 school year, a General Staff Employee will be entitled to accrue long service leave as follows:
- 24.2.1 13 weeks' long service leave upon the completion of ten years of continuous employment with the Employer, and
 - 24.2.2 an additional 6.5 weeks' long service leave for each additional five years of continuous employment with the Employer.

Termination of Employment

- 24.3 Accrued long service leave will be paid in lieu where an Employee's employment is terminated after seven years of continuous employment.

Timing and taking of long service leave

- 24.4 An Employee may take accrued pro rata long service leave after the completion of seven years of continuous employment.
- 24.5 Long service leave is to be taken at a time mutually agreed between the Employer and the Employee. In consultation about the timing of such leave, the Employer agrees to take into account the individual Employee's needs, in so far as they are

compatible with the Employer's operational needs.

Illness during long service leave

- 24.6 Where an Employee does not have an entitlement to sick leave while on long service leave as preserved by the NES, the entitlement in clause 27.5 of the *Victorian Independent Schools – Teachers – Award 1998* applies.

25 PAID PARENTAL LEAVE

Paid Parental Leave for Primary Caregiver

- 25.1 An Employee, other than a casual or fixed term Employee, who is eligible for parental leave in accordance with the provisions of the NES is entitled to paid parental leave in accordance with the terms of this clause.
- 25.2 Where an Employee takes leave within the first two, four or six weeks, as relevant, of the date of birth, or day of placement of the child to be the primary caregiver, and provided that service is continuous, the paid parental leave entitlement will accrue on the following basis:
- 25.2.1 two weeks' paid parental leave after the completion of one year of service
 - 25.2.2 further two weeks' paid parental leave after the completion of the second year of service
 - 25.2.3 further two weeks' paid parental leave after the completion of the third year of service.
- 25.3 Upon returning from a period of parental leave, an Employee taking leave within the first two, four or six weeks, as relevant, of the date of birth or day of placement of the child, to be the primary caregiver, and provided that service is continuous, paid parental leave entitlement will accrue on the following basis:
- 25.3.1 two weeks' paid parental leave after the completion of one year of service following return from the previous period of parental leave
 - 25.3.2 further two weeks' paid parental leave after the completion of the second year of service following return from the previous period of parental leave
 - 25.3.3 further two weeks' paid parental leave after the completion of the third year of service following return from the previous period of parental leave.

Concurrent leave

- 25.4 An Employee, who is eligible to take concurrent leave in accordance with the provisions of the NES, is entitled to two days' paid parental leave.

Entitlements

- 25.5 During a period of paid parental leave, an Employee:
- 25.5.1 is not entitled to accrue Non-term weeks;

- 25.5.2 is not entitled to accrue annual leave as defined by the Act, as the paid parental leave entitlement is inclusive of annual leave;
- 25.5.3 is entitled to accrue long service leave in accordance with this Agreement; and
- 25.5.4 is entitled to accrue personal/carer's leave, in accordance with this Agreement.
- 25.6 Where the Employer employs both parents of the child, only one parent will be entitled to receive payment (where relevant) under clauses 25.2 and 25.3.
- 25.7 Paid parental leave is not payable during a period of paid leave.
- 25.8 Paid parental leave is paid at the Employee's ordinary rate of pay.

26 LEAVE WITHOUT PAY

An Employee may apply for leave without pay which may be granted at the discretion of the Principal or their delegate. An Employee agrees that entitlements under this Agreement or the Awards do not accrue during any period of leave without pay. This provision expressly overrides section 63(3)(a) of the LSL Act, where relevant.

27 INFECTIOUS DISEASES LEAVE

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

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

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

28 BREAKAGE AND LOSS

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

29 EXAMINATION LEAVE

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

30 QUALIFICATION CONFERRAL LEAVE

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

31 REDUNDANCY

The following severance pay scale will apply instead of the scale provided for by Part 2-2 Division 11 of the FW Act:

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

PART 4 – CONDITIONS OF EMPLOYMENT FOR TEACHERS

32 SALARIES

Salaries for Teachers are contained in Schedule A of this Agreement. The salaries in Schedule A1.1 specifically replace salaries as specified in clause 14.1 of the Teachers Award.

33 NOTICE OF TERMINATION

- 33.1 Notice of Termination for a Teacher will be in accordance with the NES and the Teachers Award, except for as contained in clause 33.2 and 33.3 of this Agreement.
- 33.2 Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to clause 17 or a Teacher wishes to resign during a minimum employment period, the period of notice is specified by clauses 15.3 and 15.4.
- 33.3 Where the Employer wishes to terminate the employment of a fixed term Teacher who is replacing another Teacher on parental leave, the Employer will give the fixed term Teacher four weeks' notice if the Teacher being replaced provides notice to the Employer pursuant to the NES that the Teacher being replaced wishes to return from parental leave.

34 PROGRESSION

- 34.1 This clause specifically replaces clause 13.4 of the Teachers Award.
- 34.2 A Teacher who has permission to teach will commence on Level 1 of the salary scale in Schedule A, but will not progress beyond Level 2. Once the Teacher has completed their training and obtains registration with the Victorian Institute of Teaching, the Teacher will be eligible to progress beyond Level 2 provided they have met the service requirements to progress beyond Level 2.
- 34.3 A Teacher who is four year trained will commence on Level 1 of the salary scale in Schedule A. A Teacher who is five year trained will commence on Level 2 of the salary scale in Schedule A.
- 34.4 A Teacher employed for more than 40 per cent of a full teaching load will progress to the next level after one year of service.
- 34.5 A Teacher employed for 40 per cent or less of a full teaching load will be required to complete 24 months' service before progressing to the next level.

35 MAXIMUM FACE TO FACE TEACHING HOURS

- 35.1 From the commencement of the 2018 School Year, a Teacher's maximum face-to-face teaching hours will be:

Secondary Teachers	40 hours per fortnight
Primary Teachers	45 hours per fortnight
First Year Teachers	During the first year of teaching, a Teacher is entitled to a reduction of 10 per cent in the face-to-face teaching hours, with no reduction in time fraction.

35.2 Face-to-face teaching hours do not include:

- co-curricular duties
- VCE private study supervision
- yard-duty
- pastoral duties that may be required from time to time.

35.3 A secondary Teacher and the College may agree to average the Teacher's load over two semesters, within the same school year. For example: nine teaching hours per week in Semester 1 and 11 teaching hours per week in Semester 2, with the Teacher being paid for 10 teaching hours each week of the school year.

35.4 For a Teacher who works both in the primary and secondary sections of the College, the College will, where reasonably practicable, attempt to reflect the primary/secondary balance within the Teacher's load.

36 NON ATTENDANCE TIME

36.1 The Employer may require a Teacher to attend the College during each period of Non Attendance Time for one day, or a period equivalent to one day, to prepare for the next term's curriculum.

36.2 Teachers may be required to attend professional development sessions during Non Attendance Time. The number of days of attendance required for this purpose will not exceed two (2) days in each school year.

37 BREAKS

37.1 This clause specifically replaces clause 20 in the Teachers Award until the commencement of the 2018 School Year.

37.2 A Teacher who is engaged to work five or more hours per day is entitled to an unpaid meal break of 30 consecutive minutes, except where a Teacher has yard duty, in which case it will be not less than 20 minutes.

37.3 The meal break will commence no later than five consecutive hours after commencing work, unless otherwise agreed between the Teacher and the Employer.

38 CAMP ALLOWANCE

A Teacher, other than a casual Teacher, who is required to stay overnight on a College camp, will be entitled to be paid \$50 per night.

39 POSITIONS OF LEADERSHIP

- 39.1 This clause specifically replaces clause 15.2 of the Teachers Award.
- 39.2 A leadership allowance will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or educational leadership duties additional to those usually required of Teachers by the Employer.
- 39.3 An allowance is linked to a position of leadership rather than tied to an individual Teacher.
- 39.4 The Principal shall determine who holds a position that is eligible for a leadership allowance.
- 39.5 A Teacher in a position of leadership will be paid not less than the relevant salary in this Agreement in accordance with their classification, plus an allowance as nominated by the Principal that will be no less than the allowance that would have otherwise applied under the Teachers Award

PART 5 – CONDITIONS OF EMPLOYMENT FOR GENERAL STAFF

40 SALARIES

The salaries in Schedule B of this Agreement shall apply to a General Staff Employee engaged in a classification from level one to seven.

41 NOTICE OF TERMINATION

- 41.1 This clause specifically replaces section 117 (3) of the FW Act and clauses 12.1 and 12.2 of the General Staff Award.
- 41.2 Where the Employer wishes to terminate the employment of a General Staff Employee within the minimum employment period pursuant to clause 15, or a General Staff Employee wishes to resign during the minimum employment period, the period of notice is specified by clauses 15.3 and 15.4.
- 41.3 Where the Employer wishes to terminate the employment of a General Staff employee who has at least six months' continuous service, the Employer will provide four (4) weeks' notice, or payment in lieu of notice.
- 41.4 In addition to the notice prescribed in clause 41.3, an Employee over 45 years of age at the time of the giving of the notice, with not less than five years of continuous service, is entitled to an additional week's notice.
- 41.5 The notice of termination required to be given by a General Staff Employee is the same as that required of the Employer, save and except that there is no requirement upon the General Staff Employee to give additional notice based upon the age of the Employee concerned.
- 41.6 If an Employee fails to give the required notice, the Employer may withhold from any monies due to the Employee on termination under this Agreement, the General Staff Award, or the NES, an amount not exceeding the amount the Employee would have been paid in respect of the period of notice required by this clause or clause 15, less any period of notice actually given by the Employee.

42 FIRST AID ALLOWANCE

Clause 16.2 of the General Staff Award is excluded and will not apply.

43 ANNUAL LEAVE – SHUT DOWN PERIOD


A General Staff Employee must generally take an amount of annual leave during a shut down period. The shut down is defined as a period where the Employer shuts down the business, or any part of the business, in which the General Staff Employee works.

EXECUTED as an Agreement this 15th day of SEPTEMBER 2017.

EMPLOYER REPRESENTATIVE

Ballarat Christian College
ABN 97 119 800 869

Signed:



15/09/2017

Date:

Name in full (printed):

JUSTIN TEMPAL

Position title:

DIRECTOR

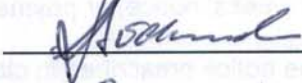
Authority to sign explained:

EMPLOYER REPRESENTATIVE

Address:

111A Yarrowee St, Sebastopol VIC 3356

Witnessed by:



Witness name in full:

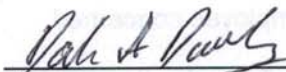
SIMON EDWARDS

Witness address:

111A Yarrowee St, Sebastopol VIC 3356

EMPLOYEE REPRESENTATIVE

Signed:



Date:

8-9-2017

Name in full (printed):

DALE DARBY

Position title:

EDUCATION SUPPORT OFFICER

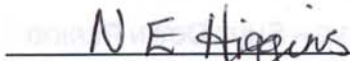
Authority to sign explained:

EMPLOYEE REPRESENTATIVE.

Address:

111A Yarrowee St, Sebastopol VIC 3356

Witnessed by:



Witness name in full:

Norma Elizabeth Higgins

Witness address:

111A Yarrowee St, Sebastopol VIC 3356

SCHEDULE A – SALARIES FOR TEACHERS

SALARIES

A1.1 The Employer will pay a full-time Teacher not less than the annual rate of pay for the Teacher's classification as specified below. The salaries specifically replace salaries as specified in clause 14.1 of the Teachers Award.

	From the first pay period commencing on or after				
Level	1 Feb 2017	1 Aug 2017	1 Feb 2018	1 Feb 2019	1 Feb 2020
	\$	\$	\$	\$	\$
1	64,791	66,087	68,730	71,480	74,696
2	67,375	68,723	71,472	74,331	77,676
3	69,619	71,011	73,852	76,806	80,262
4	72,225	73,669	76,616	79,681	83,266
5	74,740	76,235	79,284	82,455	86,166
6	77,324	78,871	82,025	85,306	89,145
7	79,907	81,506	84,766	88,156	92,123
8	82,496	84,416	87,512	91,012	96,154
9	85,075	86,776	90,247	93,857	99,160
10	90,315	92,121	97,187	102,679	108,480

A1.2 The rates of pay in A1.1 do not apply to casual teachers. The rates of pay in the Teacher's Award shall apply.

SCHEDULE B – SALARIES FOR GENERAL STAFF

B1.1 The rates of pay in B1.2 replaces the rates of pay from level 1.1 to level 7.3 in clause 15.1 of the General Staff Award.

B1.2 The Employer will pay a full-time adult General Staff Employee not less than the annual rate of pay specified for the Employee's classification as specified below:

Classification Level	From the first pay period commencing on or after				
	1 Feb 2017	1 Aug 2017	1 Feb 2018	1 Feb 2019	1 Feb 2020
	\$	\$	\$	\$	\$
Level 1	43,439	44,308	45,637	47,006	48,416
Level 2	44,025	44,906	46,253	47,640	49,069
Level 3	44,669	45,562	46,929	48,337	49,787
Level 4	46,892	47,830	49,265	50,734	52,265
Level 5	51,270	52,295	53,864	55,480	57,145
Level 6	57,618	58,770	60,533	62,349	64,220
Level 7	63,008	64,268	66,196	68,182	70,228

8 December 2017

Fair Work Commission
11 Exhibition Street
Melbourne Vic 3000
via email: Member.Assist@fwc.gov.au

Dear Commissioner Harper-Greenwell,

AG2017/4324 – Ballarat Christian College Agreement 2017 (Agreement)

Ballarat Christian College (Employer) undertakes that the *Educational Services (Schools) General Staff Award 2010* and the *Educational Services (Teachers) Award 2010* as amended from time to time, shall be incorporated into the Ballarat Christian College Enterprise Agreement 2017.

The Employer confirms that it has sought the views of the bargaining representatives for the Agreement.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Justin Templar', written over a horizontal line.

Justin Templar
Board Chairman

A handwritten signature in black ink, appearing to read 'Michael Stewart', written over a horizontal line.

Michael Stewart
Principal