



# DECISION

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

**Beaconhills College Pty Ltd T/A Beaconhills College**  
(AG2023/343)

## **BEACONHILLS COLLEGE GENERAL STAFF AGREEMENT 2023-2025**

Educational services

COMMISSIONER MIRABELLA

MELBOURNE, 2 MARCH 2023

*Application for approval of the Beaconhills College General Staff Agreement 2023-2025.*

[1] Beaconhills College Pty Ltd T/A Beaconhills College (the Employer) has made an application for approval of an enterprise agreement known as the *Beaconhills College General Staff Agreement 2023-2025* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The Employer 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. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

[4] The Notice of Employee Representational Rights provided to employees did not contain the content prescribed by the regulations. Pursuant to s.188(2), I am satisfied that the Agreement would have been genuinely agreed to but for the minor procedural error made in relation to the requirement in s.174(1A)(a) of the Act. I am satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed to within the meaning of s.188(2) of the Act.

[5] I observe that certain provisions of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 6.1 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] 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 declaration provided by the organisation, I note that the Agreement covers the organisation.

[7] The Agreement was approved on 2 March 2023 and, in accordance with s.54, will operate from 9 March 2023. The nominal expiry date of the Agreement is 9 March 2026.



COMMISSIONER

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**Annexure A**

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2023/343

Applicant:  
Beaconhills College Pty Ltd T/A Beaconhills College

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Penelope Reed, Head of Human Resources have the authority given to me by Beaconhills College Pty Ltd to give the following undertakings with respect to the Beaconhills College General Staff Agreement 2023-2025 ("the Agreement"):

1. Beaconhills College undertakes that if an employee who is at least 18 years old does not give the period of noticed required under clause 40 of the Agreement, then Beaconhills College may deduct from wages due to the employee an amount that this no more than one week's wages for the employee
2. Beaconhills College undertakes to pay Schedule B, Trainee 1.1 \$44,779 per annum and Trainee 1.2 \$46,244 per annum.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

# PART 1 APPLICATION AND OPERATION OF AGREEMENT

## 1 Title

This Agreement is to be known as the Beaconhills College General Staff Agreement 2023-2025 (the 'Agreement') and is a Single Enterprise Agreement made pursuant to section 172(2) of the Fair Work Act 2009 (Cth).

## 2 Arrangement

This Agreement is arranged as follows:

- PART 1 APPLICATION AND OPERATION OF AGREEMENT ..... 1
  - 1 Title ..... 1
  - 2 Arrangement ..... 1
  - 3 Commencement Date and Period of Operation ..... 2
  - 4 Application and Coverage ..... 3
  - 5 Relationship to Awards ..... 3
  - 6 National Employment Standards ..... 3
  - 7 Definitions ..... 4
  - 8 Dispute Resolution Procedure ..... 5
  - 9 No Extra Claims ..... 6
  - 10 Agreement Flexibility ..... 6
  - 11 Staff Consultative Committee ..... 7
  - 12 Salaries ..... 8
  - 13 Consultation Regarding Major Workplace Change ..... 9
  - 14 Minimum Term Employment Period ..... 11
- PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT ..... 12
  - 15 Modes of Employment ..... 12
  - 16 Fixed-Term Employment ..... 13
  - 17 Remuneration Packaging ..... 14
  - 18 Personal/Carers Leave ..... 14
  - 19 Compassionate Leave ..... 16
  - 20 Infectious Diseases Leave ..... 16
  - 21 Jury Service Leave ..... 17
  - 22 Right to Request to Purchase Additional Leave ..... 17

**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.**

23 Long Service Leave .....	17
24 Leave without Pay.....	18
25 Examination Leave .....	18
26 Qualification Conferral Leave.....	18
27 Accident Compensation and Accident Make Up Pay .....	18
28 Parental Leave.....	19
29 Special Maternity Leave .....	20
30 Parental Allowance .....	21
31 Paid Partner Leave .....	22
32 Family Violence Leave .....	22
33 Gendered Violence in the Workplace.....	23
34 Gifted Days.....	24
35 Redundancy .....	25
36 Breakage and Loss.....	25
37 Performance and Conduct Management .....	26
38 No Extra Claims.....	28
39 Beacon Explorer Employee's.....	28
40 Notice of Termination .....	28
41 Classifications.....	29
42 Overtime.....	30
43 Allowances .....	30
Schedule A- Salaries .....	33
Schedule B- Salaries for Classroom/Curriculum Employees .....	35
Schedule C - Salaries for Little Beacons .....	37
Appendix One- Template for Reclassification.....	38
Memorandum of Understanding.....	40

### **3 Commencement Date and Period of Operation**

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

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

3.3 The Employer and the Employees agree that negotiations for a replacement Agreement will commence in October 2024.



## 4 Application and Coverage

4.1 This Agreement covers:

- a) The Employer
- b) Employees, who are covered by the Education Services (Schools) General Staff Award 2020, subject to clause 4.2.

4.2 This Agreement does not apply to:

- c) The Executive Principal
- d) The Campus Principal's
- e) The Director of Strategy and Business
- f) The Head of Admissions and Marketing
- g) The Head of Human Resources
- h) The Head of Little Beacons
- i) The Head of Wellbeing

## 5 Relationship to Awards

5.1 This Agreement incorporates the terms of the Education Services (General Staff) Award 2020 (the 'Award') as varied from time to time.

5.2 To the extent that a term of this Agreement deals with or provides for a term or condition contained in the Award, this Agreement will override the Award term or condition.

5.3 Where this Agreement is silent on a particular matter the terms of the Award shall apply.

## 6 National Employment Standards

6.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth.) are the minimum entitlements to which an Employee covered by this Agreement are entitled to. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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

## 7 Definitions

Award	Means the <i>Educational Services (Schools) General Staff Award 2020</i>
College	Means Beaconhills College Ltd ABN 48 006 204 548
Employee	Means a person covered by this Agreement
Employer	Means Beaconhills College ABN 48 006 204 548
FW Act	Means the <i>Fair Work Act 2009</i> (Cth.)
FWC	Means Fair Work Commission
Executive Principal	Means the Executive Principal of Beaconhills College or his/her nominee
Immediate Family	Means <ul style="list-style-type: none"> <li>• Spouse (including a former spouse, a de facto spouse, and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife in a bona fide domestic basis, although not legally married to the Employee; and</li> <li>• Child or an adult (including an adopted child, a stepchild, or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee</li> </ul>
LSL Act	Means the <i>Long Service Leave Act 2018</i> (Vic.)
NES	Means the National Employment Standards as contained in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth.)
Registered Health Practitioner	Means a person registered under the 2009 National Act- <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i> .
Registered Medical Practitioner	Means a person who is qualified to practice medicine in Australia and who is registered with the Medical Practitioners Board of Victoria.
School Year	Means the twelve months from the day that Students are required to attend the College for the new educational year
Shut down period	Means any period of time where the Employer shuts down or closes the whole or part of their operations. A shut down period may be designated during non-term weeks where students are not in attendance at the school.

## 8 Dispute Resolution Procedure

8.1 If a dispute relates to:

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

This clause sets out the procedures to settle the dispute.

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

8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant supervisors and/or management.

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

8.5 FWC may deal with the dispute in two stages:

- a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) If FWC is unable to resolve the dispute at the first stage, FWC may then:
  - i. Arbitrate the dispute; and
  - ii. Make a determination that is binding on the parties.

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

8.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- a) An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
  - i. The work is not safe; or
  - ii. Applicable occupational health and safety legislation would not permit the work to be performed; or
  - iii. The work is not appropriate for the Employee to perform; or
  - iv. There are other reasonable grounds for the Employee to refuse to comply with the direction.

8.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance



with this clause.

## 9 No Extra Claims

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

## 10 Agreement Flexibility

10.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) The Agreement deals with one or more of the following matters:
  - i. Arrangements about when work is performed
  - ii. Overtime rates
  - iii. Penalty rates
  - iv. Allowances
  - v. Leave loading; and
- b) The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a)
- c) The arrangement is genuinely agreed to by the Employer and Employee.

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

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

10.3 The Employer must ensure that the individual flexibility arrangements:

- a) Is in writing; and
- b) Includes the name of the Employer and Employee; and
- c) Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d) Includes details of:
  - i. The terms of the Agreement that will be varied by the arrangement; and
  - ii. How the arrangement will vary the effects of the terms; and

iii. How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

iv. States the day on which the arrangement commences.

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

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

a) By giving no more than 28 days written notice to the other party to the arrangement; or

b) If the Employer and Employee agree in writing- at any time.

## 11 Staff Consultative Committee

11.1 The aim of this Agreement is to establish workplace consultative arrangements that ensure the College makes decisions in a framework that enables staff to have input into decisions that affect their working conditions.

11.2 A staff Consultative Committee will be established:

a) For the purpose of assisting with the implementation of this Agreement; and

b) To provide a forum for the discussion of the terms in this Agreement; and

c) To provide a forum for discussion of workload issues, policy, and other staff concerns.

With regard to workload issues, the College will consider the views of the Staff Consultative Committee and will implement change where appropriate and possible in order to support staff.

11.3 The membership of the Consultative Committee will comprise:

a) The Executive Principal or his/her nominee

b) Two nominees of the Executive Principal

c) At least two representatives working in General Staff roles at each campus (Berwick and Pakenham) as well as a representative from Little Beacons. A spread of representatives from different work areas e.g., administration and student support would be beneficial

11.4 The Consultative Committee will establish its terms of reference, such that:

a) A meeting will be held at the request of the Executive Principal or their delegate or at least three General Staff Representatives of the Consultative Committee.

b) A meeting will be ordinarily held once per term unless there are no agenda items.

c) The committee will call for agenda items before each meeting.

d) Meetings will be minuted and made available to all staff.

11.5 For the purposes of any decision of the Consultative Committee a quorum would consist of three out of the five representatives from the General Staff and one out of two of the College representatives.

11.6 The Consultative Committee recognises the right for the College to reject recommendations put forward by the Committee. If recommendations put forward by the Committee are rejected by the College, an outline for the rationale around the College position will be communicated to the Committee.

11.7 Members of the committee are encouraged to receive the relevant training and expertise to enable an effective consultation process.

## 12 Salaries

### 12.1 Annual Rates of Pay

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

### 12.2 Annual Leave Loading

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

### 12.3 Commencement level and progression

- a) Where there is more than one minimum pay point for a classification level for Employees paid pursuant to schedule A or C, the Employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period, following a performance review which the Employer will complete before the end of the 12-month period;
- b) Where there is more than one minimum pay point for a classification level for Employees paid pursuant to Schedule B, an Employee will be eligible for movement to the next pay point within the classification level on the anniversary of appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.
- c) Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptions has not been satisfactory.

### 12.4 Junior Employees

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

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



## 13 Consultation Regarding Major Workplace Change

13.1 The provisions of this clause apply where:

- a) The Employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and
- b) The change is likely to have a significant effect on the Employees of the enterprise.

13.2 The Employer must notify the relevant Employees of the decision to introduce the major change.

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

13.4 If:

- a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purpose of consultation; and
- b) The Employee or Employees advise the Employer of the identity of the representative,

the Employer must recognise the representative.

13.5 As soon as practicable after making its decision, the Employer must:

- a) Discuss with the relevant Employees:
  - i. The introduction of the change; and
  - ii. The effect the change is likely to have on the Employees; and
  - iii. Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- b) For the purpose of the discussion - provide, in writing, to the relevant Employees:
  - i. All relevant information about the change including the nature of the change proposed; and
  - ii. Information about the expected effects of the change on the Employees; and
  - iii. Any other matters likely to affect the Employees.
- c) Call the Independent Education Union to inform them of the decision to introduce major change.

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



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

13.8 If a clause in the Agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 13.2, 13.3 and 13.5 are taken not to apply.

13.9 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.

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

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

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

- a) The College must notify the relevant General Staff of the proposed change; and
- b) Clauses 13.12 to 13.16 apply.

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

13.13 If:

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

The College must recognise the representative.

13.14 The College must:

- a) Discuss with the relevant General Staff the introduction of the change; and
- b) For the purposes of the discussion, provide to the relevant General Staff.

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

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

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

13.17 For the purposes of 13.11 to 13.16, a School's educational timetable in respect of academic classes and student activities which:

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

Is not a regular roster.

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

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

Then clauses 13.12 to 13.16 will apply.

## **14 Minimum Term Employment Period**

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

14.2 If the Employer is to terminate the employment of an Employee during the first six months of the Employee's employment, the Employer does not need to comply with any due process or performance management policies or procedures in place from time to time.

14.3 If the Employer is to terminate the employment of an Employee within the first six months of the Employee's employment commencing, the Employee is entitled to notice, or payment in lieu of notice in accordance with the NES.

14.4 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

# **PART 2 CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT**

## **15 Modes of Employment**

The College may employ a Full Time, Part Time, Fixed Term or Casual staff member. The College may direct a staff member to perform such duties as are within the limits of the staff member's skill, competence, and training.

At the time of engagement, the College will inform each staff member whether they are employed on a full-time, part-time, or casual basis and the staff member's classification.

### **15.1 Full Time Staff Member**

The College may engage a staff member on a full-time basis in accordance with this Agreement.

A full-time employee is engaged to work:

- a) Thirty-eight ordinary hours per week; or
- b) an average of thirty-eight ordinary hours per week in accordance with Part 3 - Hours of Work Education Services (Schools) General Staff Award 2020.

### **15.2 Part Time Staff Member**

The College may engage a staff member to work part time, which is less than 38 ordinary hours per week or less than an average of 38 hours per week and has reasonably predictable hours of work.

15.2.1 A part-time staff member will be paid pro rata for the relevant classification and receives, on a pro rata basis, pay and conditions equivalent to those of full-time staff members who do the same kind of work.

15.2.2 At the time of engagement, the College and the part-time staff member will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the staff member will work, the number of weeks of the school year the staff member will work, and the actual starting and finishing times each day.

15.2.3 The terms of the agreement in clause 15.2 may be varied by agreement between the College and Staff Member. Any agreed variation to the hours of work will be recorded in writing.

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

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

15.2.6 A Part Time Employee can negotiate their daily hours of work, based on the operational needs of the College.

15.2.7 Within 21 days of the College receiving a request from a Part Time Employee to change their daily hours of work the College will confirm in writing whether the request can be granted.

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

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

## 16 Fixed-Term Employment

16.1 The College will normally engage staff members on a fixed-term contract for a specified period of time as full time or part time in circumstances where:

- a) Replacement of one or more Staff Members on leave is required.
- b) To undertake a specified project for which funding has been made available and cannot be regarded as ongoing:
- c) To undertake a specific task which has a limited period of operation; and
- d) To replace a staff member whose employment has terminated after the commencement of the School Year.

16.2 A Fixed Term staff member is entitled to the benefits of this Agreement on a pro-rata basis where the staff member is employed part time or where the staff member has been employed for a period of less than 12 months.

16.3 Before employing a Fixed Term staff member on a replacement basis, the College will inform the Fixed Term staff member of:

- a) The reason for the fixed nature of the employment.
- b) The date of commencement of the employment.
- c) The benefits which are applicable under this Agreement; and
- d) The rights of any staff member being replaced.

16.4 Subject to clause 14 - Minimum Term Employment Period, the termination of employment of a Fixed Term staff member will be by the expiry of the period of employment or when the staff member is employed as a replacement for a staff member on parental leave in accordance with the appropriate notice of termination provisions in clause 28 - Parental Leave



16.5 A Fixed Term staff member is not entitled to the following benefits under this Agreement:

- Notice of termination (where the date of cessation of employment is stated at the time of appointment).

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

16.7 Clause 16.6 does not apply to Employees of fixed term contracts filling a parental leave position. These employees will be provided with four (4) weeks' notice of the renewal or non-renewal of their contract.

## 17 Remuneration Packaging

17.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with legislation and Australian Taxation Office rulings until otherwise advised.

17.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.

## 18 Personal/Carers Leave

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

18.2 Entitlement for full-time and part-time Employees:

- a) An Employee other than a casual Employee is entitled to a paid personal leave entitlement, which includes both sick and carer's leave.
- b) For a full time Employee, the personal leave entitlement, which may be used for sick leave and carer's leave, equates to 15 days per year of service. A part-time Employee is entitled to paid personal leave on a pro rata basis based on ordinary hours of work.
- c) Paid sick leave is taken by the Employee because of a personal illness or injury.
- d) Paid carer's leave is taken by the Employee to provide care or support to a member of the Employee's immediate family or a member of the Employee's household, who requires care or support because of a personal illness, injury or an unexpected emergency affecting the member.
- e) Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

f) The amount of personal leave a full time Employee may take depends upon how long the Employee has worked for the Employer and accrues as follows:

i. In the first year of service, six days upon commencement and thereafter, three days at the commencement of their fourth month, seventh month and tenth month of work; and

ii. In the second and subsequent years of service, 15 days at the commencement of that year.

g) Unused personal leave accrues from year to year.

h) Personal leave may be taken for part of a single day.

### 18.3 Entitlement for casual Employees

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

### 18.4 Notice and Evidentiary requirements

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

b) An Employee is entitled to sick leave provided that:

i. The Employee provides a medical certificate for a Registered Health Practitioner, or a statutory declaration made by the Employee to the Employer for any absence of more than two consecutive days.

ii. The Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term (where the Employee works terms weeks only) which would not otherwise require the provision of a evidence.

iii. The Employee produces a medical certificate from a Registered Health Practitioner, or a statutory declaration made by the Employee to the Employer where the number of days paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in one anniversary year.

c) An Employee is entitled to carer's leave provided that:

i. The Employee produces a medical certificate from a Registered Health Practitioner, or a statutory declaration made by the Employee to the Employer for an absence of more than two consecutive days, if the member of the Employee's immediate family or household is ill, injured or affected by an unexpected emergency.

ii. The Employee provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Employee to the Employer for any absence continuous with a public holiday to which the Employee is entitled, or continuous with the first or last day of a term (where the Employee works terms weeks only) which would not otherwise require the provision of a evidence;

iii. The Employee provides a medical certificate from a Registered Health Practitioner, or a statutory declaration made by the Employee to the Employer where the number of days of paid personal leave already taken without the production of a medical certificate or a statutory declaration exceeds five days in the one anniversary year.

## 19 Compassionate Leave

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

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

19.3 This leave may be taken in a single unbroken period or in separate periods of one day each or as agreed by the Employer and the Employee.

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

19.5 Casual employees are entitled to 2 days' unpaid compassionate leave per occasion when a member of the Employee's immediate family or household dies or when the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

## 20 Infectious Diseases Leave

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

- German Measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping Cough
- Rheumatic fever or
- Hepatitis

20.2 An Employee must, at the request of the Employer, produce a medical certificate



from a Registered Medical Practitioner which specifically names the disease as soon as is reasonably practicable.

20.3 Where a disease that the Victorian Government has mandated as a pandemic and Victorian Government rules require a staff member to isolate and the staff has exhausted their personal leave, the staff member is able to access the working day(s) of mandated isolation as other paid leave.

## 21 Jury Service Leave

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

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

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

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

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

21.6 Subject to 21.3 any monies received by the Employee from the Court Authorities will be deducted from the Employee's following salary payment.

## 22 Right to Request to Purchase Additional Leave

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

## 23 Long Service Leave

23.1 A general staff member is entitled to long service leave at any time after completing seven years of continuous employment. The *Long Service Leave Act 2018 (Vic.)*, as amended from time to time specifies the entitlement. This agreement will prevail over the Act in the event of any inconsistency.

23.2 A general staff member will accrue long service leave at the rate of 1/60th for any period of employment commencing on or after 1 January 1965 and ending on 30 April 2010 and to long service leave of 1.3 weeks for any period of employment commencing after 1 May 2010.

23.3 A general staff member may apply to access the general staff member's long service entitlements on a pro-rata basis after seven (7) years' continuous employment.

23.4 Accrued long service leave will be paid in lieu where a general staff member's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct.

23.5 A general staff member, whose service has been all full time or all at the same part time fraction,



is paid during long service leave at the general staff member's normal salary.

23.6 A general staff member whose time fraction has varied during service, will have their hours averaged over the last 12 months or the last 5 years or the entire period of employment, whichever is greater, and this average time fraction will be what the long service leave payment is made on.

### 23.7 Illness on Long Service Leave

- a) Subject to the requirements of 23.7 b), a general staff member who becomes ill or suffers an injury during long service leave and has an entitlement to sick leave, is entitled to have the period of illness or injury treated as sick leave, with long service leave credited to the general staff member. The Executive Principal may require the general staff member to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the general staff member.
- b) The general staff member's application under 23.7 a):
  - i) Must be received by the Employer during the period of illness or injury; and
  - ii) Must be accompanied by a medical certificate from a registered health practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
  - iii) Must indicate whether the staff member wishes to extend the long service leave by the period of illness or injury or whether the general staff member will return from long service leave as planned with the period of illness or injury increasing the general staff members accrued long service leave entitlement.

23.8 An Employee may apply to take long service leave upon the completion of seven (7) years of continuous employment. Applications will be made in writing to your Campus Principal or Manager.

## 24 Leave without Pay

An Employee may apply for leave without pay which may be granted at the discretion of the Executive Principal.

## 25 Examination Leave

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

## 26 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.

## 27 Accident Compensation and Accident Make Up Pay

27.1 Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Accident Compensation Act 1985 (Vic.), the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the

aggregate of up to 39 weeks in respect of each such injury but only for so much of that period as the Employee remains employed by the Employer.

27.2 If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the Accident Compensation Act 1985 (Vic.), then:

- a) The Employee does not accrue any of the following entitlements under this Agreement or under the FW Act where relevant for the duration of any such absence:
  - i. Paid personal/carer's leave

## 28 Parental Leave

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

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

### 28.3 Concurrent Leave

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

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

### 28.3.2 Extension of Concurrent Parental Leave

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

### 28.5 Variation of period of parental leave

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

28.6 Where an employee elects to take a period of parental leave greater than 52 weeks



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

28.7 A period of unpaid parental leave does not break the Employee's continuity of employment.

## 29 Special Maternity Leave

29.1 This clause applies to birth-related leave only.

29.2 Female pregnant beyond 20 weeks or already commenced leave:

Clauses 29.2.1 and 29.2.2 apply to a female Employee:

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

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

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

29.3 Female pregnant for less than 20 weeks who has not commenced leave

This clause applies to a female Employee who:

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

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

29.4 Employee has commenced leave and spouse has miscarriage, still birth, child dies  
Clauses 28.4.1 and 28.4.2 apply to an Employee who has commenced parental leave and whose spouse has been pregnant.

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

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



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

#### 29.6 Other arrangements

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

## 30 Parental Allowance

30.1 Where an Employee other than a casual Employee is granted unpaid parental leave in accordance with the NES and clause 28- Parental Leave of this Agreement, and where the Employee will have the primary responsibility for the care of a child, the Employee is entitled to be paid a parental allowance:

- a) Equivalent to sixteen (16) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of sixteen-weeks' unpaid parental leave commencing at or around the time of the birth of the child; or
- b) Equivalent to sixteen (16) weeks' salary at the Employee's ordinary rate of pay, provided that the Employee takes a minimum of sixteen-weeks' unpaid adoption leave at or around the time of the placement of the child with the Employee.

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

30.3 During the period of time that the Employee is in receipt of the parental allowance under 30.1, the Employee is entitled to accrue annual leave, as defined by the NES, and personal/carer's leave in accordance with this Agreement.

30.4 Where an Employee takes a period of concurrent parental leave at the time of the birth or placement of a child in accordance with the NES, the Employee is entitled to a parental allowance at the Employee's ordinary rate of pay for up to one week of the period of concurrent parental leave.

30.5 An Employee must have a minimum of 12 month's continuous service, and if returning from parental leave, before being eligible for the payment of a further allowance pursuant to 30.1 or 30.4.

30.6 Where the Employee employs both parents of the child, only one parent will be entitled to receive payment pursuant to 30.1.

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

## 31 Paid Partner Leave

31.1 Where an Employee other than a casual Employee falls into the following categories:

- A new born child's biological father
- The partner of the birth mother
- An adoptive parent
- Partner of an adoptive parent
- A person caring for a child born of a surrogacy arrangement

The Employee is eligible to take up to two weeks paid partner leave at the Employee's ordinary rate of pay.

31.2 These two weeks are to be taken in a period of unbroken leave of two weeks duration.

## 32 Family Violence Leave

### 32.1 General Principle

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

### 32.2 Definition of Family Violence

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

### 32.3 General Measures

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

and 5.

### 32.4 Leave

a) An employee experiencing family violence will have access to up to 20 days of paid family violence leave to attend medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Approval to access family violence leave will need to be gained from the family violence contact in Human Resources. This approval should be gained before accessing the leave, although it may be granted after the leave has been taken.

b) An employee who supports another employee experiencing family violence may access their own carer's leave to accompany them to court, to hospital or to mind the children of the employee experiencing family violence.

### 32.5 Individual Support

a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Beaconhills College will approve any reasonable request, balanced with operational requirements, from an employee experiencing family violence to:

- i. change their span of hours or patterns or hours and/or shift patterns.
- ii. job redesign or changes to duties.
- iii. relocation to suitable employment with the Employer.
- iv. a change to their telephone number or email address to avoid harassing contact; any other appropriate measures including those available under existing provisions for flexible work arrangements

b) These supports shall exist while the employee is experiencing family violence and will revert to prior arrangements once the family violence situation has returned to prior levels.

c) An employee experiencing family violence will be offered a referral to the Employee Assistance Program.

## 33 Gendered Violence in the Workplace

Gendered violence is any behaviour, action, system, or structure that causes physical, sexual, psychological, or economic harm to an employee because of their sex, gender, sexual orientation or because they do not adhere to dominant gender stereotypes or socially prescribed gender roles and includes:

- a) violence experienced by women because they are women.
- b) violence experienced by a person because they identify as LGBTQIA+.
- c) violence experienced by a person because they do not conform to socially prescribed gender roles or dominant definitions of masculinity or femininity.



The Employer is committed to taking reasonable and proportionate measures to:

- a) eliminate gender inequalities that exist in the workplace.
- b) eradicate sexism and misogyny.
- c) eradicate homophobia and transphobia.
- d) promote the benefits of gender equality and workplaces that are inclusive of workers from a range of backgrounds, experiences, and identities.

The Employer is committed to a zero-tolerance environment for any form of gendered violence in the workplace and agrees to work to prevent gendered violence occurring.

### **Sexual Harassment in the Workplace**

The Employer is committed to providing a safe environment for all its employees; a workplace which is free from discrimination on any ground and from harassment, including sexual harassment in accordance with relevant legislation.

The Employer is committed to a zero-tolerance environment for any form of sexual harassment in the workplace and agrees to work to prevent sexual harassment occurring.

In accordance with its existing legislative obligations:

- a) The Employer will implement training and awareness raising programs about rights and responsibilities in relation to sexual harassment.
- b) The Employer will treat all incidents seriously and promptly and investigate allegations of sexual harassment as appropriate.
- c) Any person found to have sexually harassed another may face disciplinary action.
- d) The Employer will take all complaints seriously and in confidence.

## **34 Gifted Days**

34.1 All general staff are gifted the Monday before Melbourne Cup Day as a non-working day without deduction from any other leave types.

34.2 The general staff members on Schedule A of the salary's classification are gifted the working days between Christmas and New Year's Day as non-working days without deduction from any other leave types.

## 35 Redundancy

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

Period of Continuous Service	Severance Pay
Less than one year	Nil
One year but less than two years	4 week's pay
Two years but less than three years	6 week's pay
Three years but less than four years	7 week's pay
Four years but less than five years	8 week's pay
Five years but less than six years	10 week's pay
Six years but less than seven years	11 week's pay
Seven years but less than eight years	13 week's pay
Eight years but less than nine years	14 week's pay
Nine years but less than ten years	16 week's pay
Ten years but less than fifteen years	18 week's pay
Fifteen years but less than twenty years	20 week's pay
Twenty years and over	24 week's pay

### 35.1 Time off During Notice Period

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

## 36 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.

## 37 Performance and Conduct Management

### 37.1 Application

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

- a) Where a Staff Member's employment is terminated during the minimum employment period pursuant to clause 14 Minimum Term Employment Period.
- b) For a Casual Employee.

### 37.2 Performance Management

a) Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.

b) A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- i. The Employer's concern(s) with the Employee's performance.
- ii. The time, date, and place of the first formal meeting to discuss the Employee's performance.
- iii. The Employee's right to be accompanied by a nominee of the Employee's choice at all meetings scheduled to discuss the employee's performance.
- iv. The Employer's right to terminate the Employee should the procedure not resolve the Employer's concern(s).

c) Include discussion of the Employer's concern(s) with the employee's performance:

- i. Give the Employee an opportunity to respond to the Employer's concerns.
- ii. Include discussion of any counselling or assistance, where appropriate, available to the Employee.
- iii. Include documentation, where appropriate.
- iv. Set periods for review, as appropriate.

d) If, after following the procedure in this clause, the Employer's decision is to terminate the employment of the Employee, then the Employer will give the required period of notice or payment in lieu of notice.

### 37.3 Conduct Management

a) Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure of this clause.

b) The Employer will advise the employee in writing of:

- i. The Employer's concern(s) with the Employee's conduct.



- ii. The time, date, and place of the meeting to discuss the Employee's conduct.
- iii. The Employee's right to be accompanied by a nominee of the Employee's choice at any meeting scheduled to discuss the Employee's conduct.
- iv. The Employer's right to terminate the Employee's employment should the Employer's concern(s) not be resolved.

c) The formal conduct management meeting(s) will:

- i. Include discussion of the Employer's concern(s) with the Employee's conduct.
- ii. Give the Employee an opportunity to respond to the Employer's concern(s)

d) Concern(s) with an employee's conduct may be resolved by:

- i. Summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period.
- ii. Issuing the Employee with a warning or final warning in writing.
- iii. Terminating the employment of the Employee in accordance with the relevant notice provision.
- iv. Other action, appropriate to the situation.

#### 37.4 Salary Impact while undergoing Performance Management

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

#### 37.5 Serious Misconduct

- a) In the case of an allegation of serious misconduct, all parties will pause for one workday before meeting again.
- b) If necessary, the Employee may be directed to stay at home, on full pay where it would be inappropriate for the Employee to remain at school.

## 38 No Extra Claims

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

## 39 Beacon Explorer Employee's

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

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

39.3 Protection Clothing Allowance - Beacon Explorers Staff Only

- a) On commencement of employment and at three yearly intervals, a Beacon Explorer staff member will receive a \$500 clothing allowance to purchase an appropriate jacket, over pants and hat for use during employment with the College.
- b) For current Beacon Explorer's staff, they will receive the \$500 clothing allowance on 1 February 2023 and at three yearly intervals thereafter.
- c) If a Beacon Explorer staff member resigns within 6 months of commencement, they will need to repay the \$500 to the College.

## 40 Notice of Termination

In accordance with the National Employment Standards, termination or resignation requires the provision of notice based on the following scale:

Staff Member's period of continuous service with the College at the end of the day the notice is given	Period
Not more than 1 year of service	1 week
More than 1 year of service but not more than 3 years of service	2 weeks
More than 3 years of service but not more than 5 years of service	3 weeks
More than 5 years of service	4 weeks

40.1 Should the staff member be over 45 years old and have completed at least two years' continuous service, the College will provide an additional week's notice.

40.2 In the event that the staff member does not provide the required period of notice, the College is entitled to deduct from wages an amount that is no more than one week's wages for the staff member.

40.3 The College may elect to provide payment in lieu for all or part of the notice period.

40.4 Notice or payment in lieu of notice will not be given where employment is terminated for serious misconduct.

40.5 The College requires notice to be provided in writing to the staff member's Manager.

40.6 If the College agrees to a shorter period of notice than that required under this clause then no deductions will be made under 40.2

## 41 Classifications

41.1 All Employees must be classified according to the structure set out in the Award and paid not less than the minimum wage in clause 12 - Salaries. The Employer must advise the Employee in writing of their classifications and of any changes to their classifications.

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

- a) The Employee shall write to the Executive Principal, stating that they seek a re-classification and to what level.
- b) The Employer will meet with the Employee within 14 (working) days to discuss the request.
- c) The Employer may require the Employee to supply the following:
  - i. Documentation supporting their claim, aligned the Education Services (Schools) General Staff Award 2020 classification structure.
  - ii. Evidence of the work being performed at the higher classification level
  - iii. The Employee may use the supplied template in Appendix One.
- d) The Employer may seek further evidence and documentation from various parties, internal and external to the Employee's team to assist in the decision around reclassification. The Employer will inform the Employee from whom they are seeking further information.
- e) The decision made about the reclassification request will be made in writing to the Employee within 14 (working) days from the date of the meeting. A decision to either agree to re-classification or to deny re-classification will be provided in writing with the reasons for the decision given.
- f) Should a reclassification be warranted, then re-classification will take effect from the date the request was made.
- g) The Employee is entitled to seek the assistance of a representative for the purposes of this procedure.
- h) Possession of a qualification is not an automatic guarantee of classification at a particular level.



- i) The Employee can access the Grievance policy at any stage of this process.

## 42 Overtime

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

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

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

If a General Staff employee is attending camps the General Staff Camps Policy will apply to these situations.

## 43 Allowances

43.1 The following allowances held by General staff:

- On call and weekend allowance for the IT and Maintenance staff members
- First aid allowance paid to cover lunchtime relief of Nurses in the Health Centres
- Overnight allowance in the Board House

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

43.2 Meal allowance

Where the College requires a general staff member (excluding Beacon Explorer Staff) to undertake more than two hours' overtime after completing a full day of work (not less than

7.6 hours) and the general staff member could not reasonably return home for a meal, the College will provide the general staff member with a meal.

If it is not possible to provide a meal the College will pay a meal allowance of \$16.91 per occasion to the general staff member.

The College will provide meals for boarding supervisors who are required to be on duty during mealtimes.

When Beacon Explorer staff are on a non-field day, the above clause will also apply.

Executed as an Agreement this        day of December 2022.

**EMPLOYER REPRESENTATIVE**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in Full (printed): \_\_\_\_\_

Position Title: \_\_\_\_\_

Authority to signed explained: \_\_\_\_\_

\_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witnessed name in full: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EMPLOYEE REPRESENTATIVE**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in Full (printed): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Authority to signed explained: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Witnessed name in full: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Schedule A- Salaries

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

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

SCHEDULE A LEVEL	Annual Salary Including Leave Loading 01/02/2023
Trainee1.1	44,779
Trainee 1.2	46,244
1.1	52,432
1.2	54,639
1.3	56,849
2.1	59,302
2.2	61,465
2.3	63,894
2.4	66,035
3.1	68,246
3.2	70,532
3.3	72,896
3.4	75,640
3.5	76,936
4.1	79,726
4.2	83,165
4.3	85,951
4.4	88,832
4.5	92,771
5.1	94,473
5.2	96,478
5.3	98,723
5.4	100,964

<b>SCHEDULE A LEVEL</b>	<b>Annual Salary as at 01/02/2023 Including Leave Loading</b>
6.1	101,346
6.2	104,741
6.3	108,250
6.4	111,877
7.1	115,625
7.2	119,497
7.3	123,501
7.4	127,639
8.1	131,913
8.2	136,333
8.3	141,298

# Schedule B- Salaries for Classroom/Curriculum Employees

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

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

**Employees engaged to work term weeks only**

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

SCHEDULE B LEVEL	Annual Salary ALL School Holidays Including Leave Leading 01/02/2023
Trainee1.1	43,321
Trainee 1.2	44,497
1.1	48,399
1.2	50,436
1.3	52,474
2.1	54,740
2.2	56,738
2.3	58,980
2.4	60,955
3.1	62,997
3.2	65,107
3.3	67,288
3.4	69,821
3.5	71,018
4.1	73,592
4.2	76,768
4.3	79,339
4.4	81,999
4.5	85,635
5.1	87,203
5.2	88,998
5.3	91,242
5.4	93,186



<b>SCHEDULE B1 LEVEL</b>	<b>Annual Salary ALL School Holidays Including Leave Leading 01/02/2023</b>
6.1	93,550
6.2	96,685
6.3	99,923
6.4	103,270
7.1	106,730
7.2	110,305
7.3	114,000
7.4	117,820
8.1	121,767
8.2	125,846
8.3	130,062

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

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

**8.1.3** An Employee who is employed for part only of a school year will be paid a pro rata entitlement calculated on the basis of one third of the number of weeks the Employee has worked (excluding non-term weeks) at the rate of pay applicable at the time leave is taken or employment is terminated.

## Schedule C - Salaries for Little Beacons

SCHEDULE C LEVEL	Little Beacons 1/02/2023
1	46,250
2.1	48,086
2.2	49,813
3.1	52,910
3.2	54,799
3.3	56,554
3.4	59,064
3.5	59,496
4A	61,660
4.1 I/C	64,983
4.2 I/C	65,997
4.3 I/C	66,982
4.4 I/C	68,096

# Appendix One- Template for Reclassification

Date (insert date)

Dear {Insert Executive Principal's name),

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

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

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

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

- 
- 
- 

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

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

- 
- 

2) My work is more appropriately described in the descriptions at level (insert new level request).

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

Competency:

Judgement, independence, and problem solving:

Supervision:

Qualifications and Experience:

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

Yours sincerely,

(Insert your name)



General Advice- do not include in submission

### Step One

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

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

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

### Step Two

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

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

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

### Step Three

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

# Memorandum of Understanding

Representatives involved in the negotiations for the Beaconhills College General Staff Agreement 2023-2025 acknowledge that the following claims have not been fully addressed in this bargaining period. In seeking resolution, they have committed to continue to discuss:

- The opportunity for Little Beacons staff to access gifted days between Christmas and New Year's Eve.
- Performing Arts Tutor's receiving a time allowance per student to complete various administrative tasks
- At the end of August 2023, the College will have an informed position of the projected 2023 financial position. From that date the College will be able to consider any additional salary increase in 2023.
- The College will meet with the Teaching and General Staff consultative committee's in term two each year to negotiate salaries for the following year.

Executed as an Agreement this 8<sup>th</sup> day of February 2023.

**EMPLOYER REPRESENTATIVE**

Signed: Penelope Reed  
Date: 8/2/2023  
Name in full (printed): Penelope Reed  
Address: 30-34 Toomuc Valley Road  
Pakenham  
Victoria 3810  
Position Title: Head of Human Resources  
Authority to sign explained: Authority provided by Executive Principal to  
negotiate on behalf of the College.  
Witnessed by: T. Camp  
Witness name in full: Tayla Camp  
Witness address: 30-34 Toomuc Valley Road  
Pakenham  
Victoria 3810

**EMPLOYEE REPRESENTATIVE**

Signed: Michelle Westwick  
Date: 8/2/2023  
Name in full (printed): CATHERINE MICHELLE WESTWICK  
Address: 30-34 TOOMUC VALLEY RD  
PAKENHAM  
VICTORIA 3810  
Position Title: PAYROLL MANAGER  
Authority to sign explained: EMPLOYEE BARGAINING REPRESENTATIVE  
Witnessed by: Abbey Bilandzic  
Witness name in full: ABBEY BILANDZIC  
Witness address: 30-34 TOOMUC VALLEY RD  
PAKENHAM  
VICTORIA 3810



IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2023/343

Applicant:  
Beaconhills College Pty Ltd T/A Beaconhills College

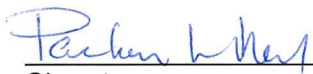
Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Penelope Reed, Head of Human Resources have the authority given to me by Beaconhills College Pty Ltd to give the following undertakings with respect to the Beaconhills College General Staff Agreement 2023-2025 ("the Agreement"):

1. Beaconhills College undertakes that if an employee who is at least 18 years old does not give the period of noticed required under clause 40 of the Agreement, then Beaconhills College may deduct from wages due to the employee an amount that this no more than one week's wages for the employee
2. Beaconhills College undertakes to pay Schedule B, Trainee 1.1 \$44,779 per annum and Trainee 1.2 \$46,244 per annum.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
\_\_\_\_\_  
Signature

27/02/2023  
\_\_\_\_\_  
Date

