



Beaconhills College Teachers Agreement 2024 - 2026

Your IEU-negotiated Agreement
covering your pay and conditions



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DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Beaconhills College Pty Ltd T/A Beaconhills College
(AG2023/5233)

BEACONHILLS COLLEGE TEACHERS AGREEMENT 2024-2026

Educational services

COMMISSIONER CONNOLLY

MELBOURNE, 30 JANUARY 2024

Application for approval of the Beaconhills College Teachers Agreement 2024-2026

[1] An application has been made for approval of an enterprise agreement known as the *Beaconhills College Teachers Agreement 2024-2026* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Beaconhills College Pty Ltd T/A Beaconhills College (the Applicant). The Agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 3 January 2024.

[3] The *notification time* for the Agreement under s.173(2) was 1 February 2023 and the Agreement was made on 8 December 2023. Accordingly, the *genuine agreement* requirements the Agreement is to be assessed under are those applying before 6 June 2023 and the *better off overall test* (BOOT) is that applying on and from 6 June 2023.ⁱ

[4] On 5 January 2024, the Employer was invited to address aspects of the Agreement including through the provision of an undertaking.

[5] In respect of the alleged Notice of Employee Representational Rights (NERR) deficiency I do not believe that the insertion of the incorrect year (2023) in the title of the Agreement in the NERR had the effect of disenfranchising any employee who is covered by the proposed Agreement from participation in the bargaining process. I am satisfied (taking into consideration s.188(2) of the Act and the decision in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*) that the procedural or technical error is minor and that the employees were not likely to have been disadvantaged, and accordingly, that there has been a genuine agreement.

[6] There is one National Employment Standards (NES) issue that requires comment:

- **Redundancy:** Clause 53.6 of the Agreement provides that severance pay is not payable where the employer finds suitable alternative employment, however, the provision is not subject to an application under s 120 of the Act.

[7] Clause 8.3 of the Agreement acts as an effective NES precedence clause, in that it states that “*Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply*”. As a result of the NES precedence clause, the above clause(s) will not apply to the extent that they are inconsistent with the NES.

[8] An issue was identified in the Agreement that appeared as though Teachers under the Agreement will not be classified under Schedule A of the Award, which provides provisions for entitlements such as overtime, weekend and shift penalties. Teachers under the Agreement appeared to work in early childhood services, however, Clause 28.5 states employees work a maximum of 190 days per year. To be classified under Schedule A, teachers must be employed in early childhood services operating at least 48 weeks per year. As such, teachers under the agreement do not classify under Schedule A of the Award and are not entitled to the provisions under the schedule. The Applicant provided the following submissions:

“The Teachers who work in the early childhood centre are engaged to work for no more than 190 days per year with the salaries reflecting these days of work. The early childhood centre is open at least 48 weeks of the year but the kindergarten program (in which the Teachers work) does not operate for more than 40 weeks of the year.

All Teachers employed by Beaconhills College will work no more than 190 days per year for the life of the agreement.”

[9] I have accepted these submissions and note that should circumstances change with regard to the roster patterns and/or working arrangements, the parties may make an application to the Commission for a reconsideration of the BOOT pursuant to s.227A of the Act.

[10] The Applicant has provided written undertakings, dated 24 January 2024, and a copy is attached in Annexure A. No bargaining representatives were appointed. A copy of the undertaking has been provided to the bargaining representative(s) and I have sought their views in accordance with s.190(4) of the Act. The bargaining representative(s) did not express any view on the undertaking.

[11] I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement, thus appearing to meet the requirements of s.190(3). The undertaking is taken to be a term of the Agreement.

[12] 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) of the Act I note that the Agreement covers this organisation.

[13] I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act as are relevant to this application for approval have been met.

[14] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 6 February 2027.



COMMISSIONER

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ⁱ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

Annexure A

Undertaking -Section 190

I, Penelope Reed, Head of Human Resources for Beaconhills College Pty Ltd ("Beaconhills College") give the following undertakings with respect to the Beaconhills College Teachers Agreement 2024-2026 ("the Agreement"):

1. I have the authority given to me by Beaconhills College to provide this undertaking in relation to the application before the Fair Work Commission.
2. Beaconhills College undertakes it will pay Casual P-12 Teachers the following daily rates:

| | From 1/02/2024 | From 1/02/2025 | From 1/02/2026 |
|----------------------------|----------------|----------------|----------------|
| Casual Teachers Daily Rate | \$416.73 | \$424.08 | \$432.56 |

Beaconhills College engages Casual P-12 Teachers for no more than 6 hours per day.

3. The annual rate of pay for a Full Time Early Learning (Little Beacons) Teacher Level 5 will be not less than that prescribed by the following table:

| Level | Salary including Leave Loading 1/02/2024 | Salary including Leave Loading 1/02/2025 | Salary including Leave Loading 1/02/2026 |
|------------------------|--|--|--|
| Little Beacons Level 5 | \$94,674 | \$95,567 | \$98,499 |

4. Beaconhills College undertakes to provide the following minimum engagement for Teachers employed as a Casual Early Learning Teacher:
 - Where they are required to work for up to 2 hours they will be paid for 2 hours.
 - Where they are required to work for more than 2 hours and up to 4 hours, they will be paid for 4 hours and
 - Where they are required to work for more than 4 hours and up to a full day, they will be paid the full day rate, based on their appropriate hourly rate which is based on their classification level.
5. Beaconhills College undertakes it will pay Casual Early Learning Teachers the following rates:

| | From 1/02/2024 | From 1/02/2025 | From 1/02/2026 |
|-----------------------------------|----------------|----------------|----------------|
| Casual Early Teachers Hourly Rate | \$59.39 | \$60.58 | \$61.79 |

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



Signature

24/01/2024

Date

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 this agreement.

Part 1 – Application and Operation

1 Title

This Agreement is to be known as the Beaconhills College Teachers Agreement 2024-2026 (the 'Agreement') and is a single enterprise agreement made pursuant to s.172 (2) of the *Fair Work Act 2009* (Cth.) (the Act).

2 Arrangement

This Agreement is arranged as follows.

| <u>Part Title</u> | <u>Part Number</u> | <u>Clause Number</u> | <u>Page Number</u> |
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| Application and Operation | 1 | 1-14 | 1 |
| Conditions of Employment for Employees covered by the Agreement | 2 | 15-29 | 11 |
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| Leave and Other Absences | 4 | 33-49 | 17 |
| Termination of Employment and Related Matters | 5 | 50-54 | 25 |
| Other Provisions | 6 | 55-59 | 30 |
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| <u>Clause Title</u> | | | |
| Accident Compensation and Accident Make Up Pay | 4 | 47 | 23 |
| Agreement Flexibility | 1 | 9 | 5 |
| Annual Leave | 4 | 33 | 17 |
| Annual Leave Loading | 4 | 34 | 18 |
| Arrangement | 1 | 2 | 1 |
| Assembly | 2 | 23 | 14 |
| Breakage and Loss | 6 | 56 | 30 |
| Camps | 2 | 29 | 16 |
| Commencement Date and Period of Operation | 1 | 3 | 2 |
| Compassionate Leave | 4 | 36 | 19 |
| Consultative regarding Major Workplace Change | 1 | 10 | 6 |
| Coverage | 1 | 5 | 4 |
| Definitions | 1 | 4 | 2 |
| Dispute Resolution | 1 | 11 | 8 |
| Examination Leave | 4 | 44 | 22 |
| Extras | 2 | 26 | 14 |
| Face to Face Teaching | 2 | 17 | 13 |
| Family Violence Leave | 4 | 48 | 23 |
| Gendered Violence in the Workplace | 4 | 49 | 25 |
| Hours of Work | 2 | 16 | 13 |
| Infectious Diseases Leave | 4 | 37 | 19 |
| Junior School Teachers | 2 | 18 | 14 |
| Jury Service Leave | 4 | 46 | 22 |
| Leave without Pay | 4 | 43 | 22 |
| Little Beacons Teachers | 2 | 27 | 15 |
| Long Service Leave | 4 | 41 | 21 |
| Meal Allowance | 6 | 55 | 33 |
| Meal Breaks | 2 | 20 | 14 |
| Meetings | 2 | 24 | 14 |
| Modes of Employment | 2 | 15 | 11 |
| Minimum Employment Period | 1 | 12 | 9 |

| | | | |
|---|------------------------|--------------------|----|
| No Extra Claims | 1 | 7 | 5 |
| Non Attendance Time | 2 | 28 | 15 |
| Notice of Termination | 5 | 50 | 25 |
| Parental Leave | 4 | 38 | 20 |
| Paid Parental Allowance | 4 | 39 | 20 |
| Paid Partner Leave | 4 | 40 | 21 |
| Payment Arrangements | 3 | 32 | 17 |
| Personal/Carer's Leave | 4 | 35 | 18 |
| Performance and Conduct Management | 5 | 54 | 28 |
| Protective Clothing | 6 | 57 | 30 |
| Public Holidays | 4 | 42 | 22 |
| Qualification Conferral Leave | 4 | 45 | 22 |
| Quarantined Period | 2 | 25 | 14 |
| Recognition of Higher Qualifications | 6 | 59 | 30 |
| Redundancy | 5 | 53 | 27 |
| Relationship to Award | 1 | 6 | 5 |
| Remuneration Packaging | 3 | 30 | 16 |
| Replacement Classes | 2 | 21 | 14 |
| Salary, Responsibility Allowance and Classification | 1 | 14 | 10 |
| Staff Consultative Committee | 1 | 13 | 10 |
| Statement of Service | 6 | 58 | 30 |
| Superannuation | 3 | 31 | 16 |
| The National Employment Standards | 1 | 8 | 5 |
| Title | 1 | 1 | 1 |
| Transition to Retirement | 5 | 52 | 26 |
| Tutor Responsibilities | 2 | 22 | 14 |
| Under Allotted P-12 Teachers | 2 | 19 | 14 |
| Withholding of Monies | 5 | 51 | 26 |
| | | | |
| Schedule Title | Schedule Number | Page Number | |
| Classification Structures | 1 | 32 | |
| Rates of Pay | 2 | 33 | |

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 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 June 2026.

4 Definitions

| | |
|---------------------------|---|
| Accident Compensation Act | Means the <i>Accident Compensation Act 1985</i> (Vic.) or its successor(s) |
| Act | Means the <i>Fair Work Act 2009</i> (Cth.) or its successor(s) |
| Attendance Time | Means all days of the School Year less the Non Attendance Time and the period of annual leave |

| | |
|----------------------|---|
| Continuous Service | Includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave, infectious diseases leave and carer's leave) and compassionate leave, school holidays, annual leave, long service leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee. Periods of unpaid leave do not count as service, except at the discretion of the Employer. Periods of unpaid leave do not break continuity of service. |
| Award | Means the <i>Educational Services (Teachers) Award 2020</i> or its successor(s) |
| Ordinary Rate of Pay | Means the current weekly rate for an employee as prescribed in this Agreement plus: i) any regular weekly over-Agreement payments; |

| | |
|---------------------|---|
| | ii) any position of leadership allowance which is paid on a regular and continuing basis; iii) and penalties or allowances in the nature of salary; but does not include: iv) any overtime; v) any travel allowance; vi) any other allowances that are not in the nature of salary. |
| Board | Means the Board of Governors, Beaconhills College Ltd |
| Casual Teacher | Means a Teacher employed pursuant to sub clause 15.4 (Clause 15 – Modes of Employment) of this Agreement |
| College | Means Beaconhills College Ltd ABN 48 006 204 548 trading as Beaconhills College |
| Employee | Means a Teacher employed by the Employer to teach students in the Early Learning Centre to Year 12 educational programme |
| Employer | Means the Beaconhills College ABN 48 006 204 548 |
| Experience | Means experience of teaching after achieving the qualifications necessary for registration as a teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment |
| FWC | Fair Work Commission |
| Fixed Term Teacher | Means a Teacher employed pursuant to sub clause 15.3 (clause 15 – Modes of Employment) of this Agreement |
| Full Time Teacher | Means a Teacher employed pursuant to sub clause 15.1 (clause 15 – Modes of Employment) of this Agreement |
| Executive Principal | Means the Executive Principal of Beaconhills College or his/her nominee |
| Immediate Family | Means: <ul style="list-style-type: none"> ● Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Teacher. A de facto spouse means a person, although not legally married to the Teacher, who lives with the Teacher in a relationship as a couple on a genuine domestic basis (whether the Teacher and the persons are of the same sex or different sexes); and ● Child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Teacher or spouse of the Teacher |
| LSL Act | Means the <i>Long Service Leave Act 2018</i> (Vic.) or its successor(s) |
| NES | Means the National Employment Standards as contained in Part 2-2 of the Act |

| | |
|-----------------------------|--|
| 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 of the Victorian government school teachers (less 4 weeks' annual leave) |
| Part Time Teacher | Means a Teacher employed pursuant to sub clause 15.2 (clause 15 – Modes of Employment) of this Agreement |
| Permission to Teach Teacher | Means a person who is granted Permission to Teach 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 engaged to undertake the duties of a Teacher, which includes the delivery of the College's educational program and the assessment of student participation in the educational program. |

| | |
|---------------------------------|---|
| Position of Responsibility | Means a position requiring the performance of administrative, pastoral care and/or other leadership duties for which an allowance is paid |
| Registered Health Practitioner | Means persons registered under the <i>Health Practitioner Regulation National Law (Victoria) Act 2009</i> |
| School Year | Means the twelve months from the day that Teachers are required to attend the College for the new educational year |
| State Sector Rates | Salaries as expressed in the Victorian Government Schools Agreement 2022 or its successor(s) |
| Teacher | Means a person who holds Full or Provisional Registration granted 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. This definition includes a qualified Teacher Librarian and an Early Learning Teacher (Little Beacons Teacher) but does not include the Executive Principal, Campus Principal, the Head of Little Beacons, The Head of Experiential Learning, the Head of College Operations, the Head of Education, the Head of Engagement, the Head of Wellbeing, the Head of Human Resources, the Head of Citizenship and Service and the Director of Strategy and Business. |
| P-12 Teacher | Means a person defined as a Teacher above and teaching Preparatory to Year 12 classes. |
| Junior School Teacher | Means a person defined as a Teacher above and teaching Preparatory to Year 4 core classes |
| 5-12 Teacher | Means a person defined as a Teacher above and teaching Year 5 to Year 12 classes |
| EL Teachers | Means a person defined as a Teacher above and teaching an Early Learning Class |
| 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.) |
| Cycle | A cycle is a 2 week sequential period within a school term. |

5 Coverage

5.1 This Agreement covers:

- a) the Employer;

- b) teachers, including Permission to Teach Teachers

5.2 This Agreement does not cover:

- a) The Executive Principal
- b) The Campus Principals
- c) The Head of Little Beacons
- d) The Head of Experiential Learning
- e) The Head of College Operations
- f) The Head of Education
- g) The Head of Engagement
- h) The Head of Wellbeing
- i) The Head of Human Resources
- j) The Head of Citizenship and Service
- k) The Director of Strategy and Business
- l) An employee who is covered by the Educational Services (Schools) General Staff Award 2020

6 Relationship to the Award

This Agreement operates to the complete exclusion of any other industrial instrument, including but not limited to the Award, which would otherwise apply to a Teacher covered by this Agreement.

7 No extra claims

The Employer and Teachers agree that the salary increase and other improvements in conditions of employment provided by this Agreement are in settlement of all existing claims made by the Employer and the Teachers, and that no further claims will be made prior to the nominal expiry date set out in clause 3.2

8 The National Employment Standards

8.1 The National Employment Standards (NES) in Part 2-2 of the Act is the minimum entitlements of a Teacher covered by the Agreement. This Agreement may provide ancillary or supplementary terms in respect of the NES.

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

8.3 Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

9 Agreement Flexibility

9.1 An Employer and Employee covered by this enterprise agreement may agree to make 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

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

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

9.3 The Employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the Employer and Employee; and
- c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d) includes details of:
 - 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 arrangements commences.

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

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

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

10 Consultation regarding Major Workplace Change

10.1 This clause applies if the employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its workplace that is likely to have a significant effect on the Teachers; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of

Teachers Consultation Regarding Major Workplace Change

10.2 For a major change referred to in paragraph 10.1 a):

- a) the employer must notify the relevant Teachers of the decisions to introduce the major change; and
- b) clauses 10.3 to 10.9 apply.

10.3 The relevant Teachers may appoint a representative for the purposes of the procedures in

this clause.

10.4 If:

- a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of consultation; and
- b) the Teacher or Teachers advise the Employer of the identity of the representative;

The Employer must recognise the representative.

10.5 As soon as practicable after making its decision, the employer must:

- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Teachers; and
 - iii. the measures the employer is taking to avert or mitigate the adverse effect of the change on the Teachers; and
- b) for the purposes of the discussion – provide, in writing, to the relevant Teachers:
 - 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 Teachers; and
 - iii. any other matters likely to affect the Teachers

10.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.

10.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Teachers.

10.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 10.2 a) and clauses 10.3 and 10.5 are not taken to apply.

10.9 In this term, a major change is **likely to have a significant effect on Teachers** if it results in:

- a) the termination of the employment of Teachers; or
- b) major change to the composition, operation or size of the employer's workforce or to the skills required of Teachers; 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 needs to retrain Teachers; or
- f) the need to relocate Teachers to another workplace; or
- g) the restructuring of jobs.

Consultation about changes to regular roster or hours of work

10.10 For a change referred to in clause 10.1 b);

- a) the employer must notify to relevant Teachers of the proposed change; and
- b) clauses 10.11 to 10.15 apply.

10.11 The relevant Teachers may appoint a representative for the purposes of the procedures in this clause.

10.12 If:

- a) a relevant Teacher appoints, or relevant Teachers appoint, a representative for the purposes of the consultation, and
- b) the Teacher of Teachers advise the employer of the identity of the representative;

The employer must recognise the representative.

10.13 The employer must:

- a) discuss with the relevant Teachers the introduction of the change; and
- b) for the purposes of the discussion, provide to the relevant Teachers:
 - 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 Teachers; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the Teachers; and
- c) invite the relevant Teachers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

10.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Teachers.

10.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant Teachers.

10.16 For the purposes of 10.10 to 10.15, a School's educational timetable in respect of academic classes and student activities which;

- a) may operate on a term, semester or a School Year basis, and
- b) ordinarily changes between one period of operation and the next, and
- c) may change during the period of operation is not a regular roster.

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

- a) the number of ordinary hours of work of an Teacher, or
- b) the spread of hours over which the Teacher's ordinary hours are required to be worked, or
- c) the days over which the Teacher is required to work

Then clauses 10.11 to 10.15 will apply.

10.18 In this clause **relevant employees** means the Teachers who may be affected by a change referred to in 10.1

11 Dispute Resolution

11.1 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.

11.2 An employee who is a party to the dispute may appoint a representative for the purpose in this clause. The Employer will recognise the Employee's representative.

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

11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

11.5 The Fair Work Commission may deal with the dispute in 2 stages:

- a) the Fair Work Commission 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 Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - I. arbitrate the dispute; and
 - II. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

11.6 While the parties are trying to resolve the dispute using the procedures in this term:

- a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concerns 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.

11.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

12 Minimum Employment Period

12.1 A Teacher's employment is contingent upon the satisfactory completion of a six month qualifying period.

12.2 If the Employer is to terminate the employment of a Teacher during the first six months of the Teacher's employment, the Employer does not need to provide the relevant notice of termination in Clause 51 – Notice of Termination and does not need to comply with any due process or performance management policies or procedures in place from time to time.

12.3 If the Employer is to terminate the employment of a Teacher within the first six months of the Teacher's employment commencing, the Teacher is entitled to four weeks' notice or payment in lieu of notice.

12.4 If the Teacher is to resign within the first six months of the Teacher's employment

commencing, then the Teacher is required to give the same notice required of the Employer in 12.3 above.

13. Staff Consultative Committee

A Consultative Committee will be established:

- For the purpose of assisting with the implementation of this Agreement, and
- To provide a forum for the discussion of the terms on this Agreement
- to provide a forum for discussion of workload issues and policies

13.1 The membership of this Consultative Committee will comprise:

- a) The Executive Principal or his/her nominee
- b) Two nominees of the Executive Principal
- c) One representative from each of the Sub-Schools of each Campus. That is, 3 representatives from Berwick; one from Junior School, one from Middle School and one from Year 9/Senior School and 3 representatives from Pakenham; one from Junior School, one from Middle School and one from Year 9/Senior School.
- d) At least one representative from Little Beacons
- e) Volunteers will be called from each section of the School
- f) Where more than one Teacher volunteers from a section, a confidential vote will occur, nominating the Teacher with the most votes as the representative of that section.
- g) The tenure of positions will be for a maximum of 3 years.

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

- a) A meeting will be held at the request of the Executive Principal or at least three out of the seven Teaching members of the Consultative Committee;
- b) The Committee will meet twice per term, in week 2 and week 6 of each term, unless there are no agenda items;
- c) Meetings will be minuted

13.3 The purpose of the Consultative Committee is to:

- a) Provide an environment for greater two way communication between the employer and the employees;
- b) Address any issues arising out of the operation of the College;
- c) To assist with the implementation of this Agreement;
- d) To provide a forum for the discussion of the terms of this Agreement;
- e) Continue to discuss:
 - No set attendance time beyond face to face teaching and other scheduled duties for P-12 teachers
 - Co-curricular program including the definition of co-curricular, potential limits on co-curricular and payments for co-curricular.
 - Extras and how they are allocated
- f) For the purpose of any decisions of the Consultative Committee a quorum would consist of 3 out of the 7 representatives from the teaching staff and 2 out of the 3 College representatives.

14 Salary, Responsibility Allowance and Classification

14.1 Schedule 1 sets out the classification structure/s and relevant progression arrangements.

14.2 Salaries and responsibility allowances are specified in the schedules attached to this Agreement.

Part 2 – Conditions of Employment for Employees covered by the Agreement

15 Modes of Employment

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

15.1 Full Time Teacher

The Employer may engage a Teacher on a full time basis in accordance with this Agreement. A full-time Teacher is a Teacher engaged to work 38 hours per week or an average of 38 hours per week

15.2 Part Time Teacher

- a) The Employer may employ a Teacher on a part time basis in accordance with this Agreement.
- b) Upon engagement and at any other time when a permanent variation occurs, the Employer will set out in writing the duties and number of hours required (including face-to-face teaching hours) to be undertaken by the Part Time Teacher.
- c) A Part Time Teacher will be paid pro rata of the rate that the Teacher would be entitled to receive as a Full Time Teacher and is entitled to all entitlements on a pro rata basis on the specified hours in 15.2b). The pro rata annual salary is calculated using the following formula. For this purpose of this formula, a Full Time Teacher's face-to-face teaching hours are deemed to be 18 hours per week Years 5 – 12; 19.5 hours per week; Prep - Year 4 and 27.5 hours per week for Early Learning:

$$\frac{\text{Teacher's hours of face-to-face teaching}}{\text{Hours of face-to-face teaching of a Full Time Teacher}} \times \text{Annual Salary}$$

- d) A Part Time Teacher will undertake a proportionate number of other duties normally expected of a Full Time Teacher.
- e) A Junior School Classroom Teacher is able to request to enter into a Job Share arrangement as per the Beaconhills College Job Share Arrangements (Junior School Teachers) Policy
- f) Based on operational needs and the needs of the timetable the College will attempt to minimise the number of days a part time P-12 Teacher is required to be at work.

15.2 Fixed Term Teacher

- a) The Employer may employ a Teacher to work on a replacement basis for a specified period of time as a full time or part time Teacher:
 - i. To replace one or more Teachers who are on leave;
 - ii. To undertake a specified project for which funding has been made available;
 - iii. To undertake a specified task which has a limited period of operation;
 - iv. To replace a Teacher whose employment has terminated after the commencement of the School Year. The period of the appointment must not exceed the end of that

- School Year;
- v. To replace a Teacher who provided notice of termination of employment after the commencement of Term 4. The period of appointment must not exceed the end of the following School Year.
- b) A Fixed Term Teacher is entitled to the benefits of this Agreement on a pro rata basis where the Teacher is employed part time or where the Teacher has been employed for a period of less than 12 months.
- c) Before employing a Fixed Term Teacher on a replacement basis, the Employer will inform the Fixed Term Teacher of:
- The reason for the fixed nature of the employment;
 - The date of commencement of the employment;
 - The benefits which are applicable under this Agreement; and
 - The rights of any Teacher being replaced.
- d) Subject to clause 12 – Minimum Employment Period, the termination of employment of a Fixed Term Teacher will be by the expiry of the period of employment or in accordance with the notice of termination provision in clause 50 – Notice of Termination.
- e) A Fixed Term Teacher is not entitled to any of the following benefits under this Agreement:
- Notice of termination (where the date of cessation of employment is stated at the time of appointment);
 - Parental Allowance; and
 - Redundancy

15.3 Casual Teacher

- a) The Employer may employ a Teacher as a Casual Teacher in accordance with this Agreement.
- b) A Casual Teacher is entitled to the rate of pay specified in Schedule 2. This rate of pay includes a loading in lieu of paid leave entitlements.
- c) The Employer will engage a Casual P-12 Teacher for a full day or half day.
- d) The Employer will engage a Casual Early Learning Teacher on an hourly basis.
- e) A Casual Teacher is not entitled to any of the following benefits under this Agreement:
- Notice of termination of employment;
 - Redundancy;
 - Remuneration Packaging;
 - Annual Leave;
 - Jury Service Leave;
 - Non Attendance Time;
 - Leave Loading;
 - Public Holidays;
 - Paid Personal Leave;
 - Parental Allowance;
 - Paid Compassionate Leave; and
 - Accident Make Up Pay.
- f) A Casual Teacher is entitled to unpaid Carer's Leave and Unpaid Parental Leave.
- g) An Employer must not employ a Casual Teacher, in such a capacity for more than fifteen day consecutive school days. By mutual agreement, employment may be for up to one school term, where the days are consecutive.

16 Hours of Work and Duties

16.1 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year.

16.2 In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

16.3 The working hours and full duties of a P-12 Teacher is made up of the following:

- Timetabled classes representing face to face teaching
- Timetabled supervision of Assemblies and House periods
- Position of Responsibility time release allocation
- Timetabled Yard Duty
- Extra allocations
- Tutor
- Additional duties such as attendance at Student Progress Meetings, Information Nights, sports carnival days, camps, co-curricular activities that are reasonable and support the College programs for students which may include student support meetings and individual education plan meetings.

17 Face to Face Teaching

A full time is allocated the following face to face hour:

| | Little Beacons per week | Junior School per cycle | Middle School per cycle | Senior School/Year 9 per cycle |
|-----------------------|-------------------------|-------------------------|-------------------------|--------------------------------|
| Face to face Teaching | 27.5 hours | 39 hours | 36 hours | 36 hours |

- a) Face to face P-12 teaching is defined as allocated classes within the timetable that represent courses that require curriculum design and documentation and related assessment.
- b) Beaconhills recognises face to face P-12 teaching allocation as when the teacher has primary responsibility for the educational delivery of a program which is inclusive of any of the following requirements:
 - Ongoing and continuous assessment and reporting
 - Attendance at Student Progress Meetings and direct communication with parents/guardians as required
 - Ongoing preparation of curriculum documentation identifying key learning outcomes to be submitted via Head of Faculty and associated lesson planning
 - Ongoing management of student progress and management of student individual learning needs

18 Junior School Teachers

Junior School Classroom Teachers will have the Library class removed from their timetable. They may be required to drop and/or pick up the class to/from the Library but will not need to be attendance during this class. This period will not be allocated to other tasks, leaving it free for preparation, planning and assessment duties. Junior School Year Level Coordinators will have another period to be free from duties. This period is in addition to the quarantined period below.

19 Under allotted P-12 Teachers

A teacher will be allotted the full duties, based on their individual time fraction. Teachers who do not have their full allotment of duties will be deemed to be under allotted. A teacher who is under allotted can be assigned additional duties such as counted extras and/or additional yard duties. These under allotted duties are in addition to the allocated extras per cycle allotted to all teachers.

20 Meal Breaks

A P-12 Teacher is entitled to a 30 minute meal break each day free from duties.

21 Replacement Classes

A P-12 Teacher can be allocated replacement classes as a result of that teacher's classes being cancelled (for example, a year level is on camp, effects of examination periods etc.). This will be in addition to the allocated extra's per cycle allotted to all teachers.

22 Tutor Responsibilities

A full time P-12 teacher could be allocated a maximum of 10 tutor sessions per cycle plus 1 hour house period per cycle. Part time teachers are allocated tutor responsibilities on a pro-rata basis.

23 Assembly

A full time P-12 teacher is allocated one assembly per cycle. Part time P-12 teachers could be allocated assembly on a pro-rata basis on the basis of their days at work.

24 Meetings

a) There is a maximum of two (2) hours of meetings per week which are adjacent to the school day for a maximum of one (1) hour i.e. 3.30pm to 4.30pm. The College agrees that P-12 Teachers who have duties immediately after school will attend the meetings late and will ensure they catch up on any missed information.

b) A P-12 teacher holding a position of responsibility can attend a maximum of three (3) hours of meetings per week (averaged over the school year) which are adjacent to the school day for a maximum of one hour and include the two hours stated in 24a).

c) A meeting is defined by the requirement of an agenda, minute taker and time keeper.

d) If an emergency meeting is required and held, time correction may be made the following week.

25 Quarantined Period

After the timetable has been completed for each semester, each P-12 Teacher will have allocated by the College one period per week to be quarantined from all duties to allow the P-12 Teacher certainty for planning and preparation purposes. Junior School classroom teachers will maintain their one period per cycle for year level planning in additional to the one period per week quarantined time.

26 Extras

From the beginning of the 2025 school year, the College will reduce the amount of extras a full time P-12 teacher can be allotted to one (1) extra per cycle to a maximum of 19 extra's per school year. During 2024 the current practice will be maintained for allocation of extras, whereby teachers could be allocated up to 3.5 extras per four weeks.

27 Little Beacons Teachers

The working hours of a Little Beacons teacher is made up of the following:

- Timetabled classes representing face to face teaching
- Position of Responsibility time release allocation
- Additional classroom support at the end of the scheduled day on an ad hoc basis
- Ongoing and continuous assessment and reporting
- Ongoing lesson preparation
- Compliance requirements
- Additional duties such as attendance at student progress meetings, information day/nights, camps, staff meetings including twilight meetings and briefings, professional development activities, meetings with parents which may include student support meetings and individual education plan meetings.

28 Non Attendance Time

28.1 A Teacher is not required or requested to attend at the College during Non-Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.

28.2 The Employer may require a Teacher with a Position of Responsibility to attend the College during Non-Attendance Time. The Employer will consult Teachers with Positions of Responsibility in relation to any attendance requirements, which will be mutually agreed, during Non-Attendance Time.

28.3 Where a Teacher takes unpaid leave for more than ten (10) days during Attendance Time, the number of weeks of Attendance Time will be reduced by the number of weeks taken. The entitlement to paid Non Attendance Time during the School Year will be calculated pursuant to the formula in Clause 28.4

28.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time} \times \text{Non Attendance Time}}{\text{College's Attendance Time}} - \text{Non Attendance Time already Taken}$$

College's Attendance Time

Note: Amounts to be specified as weeks or part weeks.

28.5 The number of attendance days for P-12 teachers will be no more than 190 days per calendar year.

28.6 Continuing P-12 teachers will not be required to commence work earlier than the day after Australia Day. Section Leadership roles may be required to attend on other days.

28.7 All Teachers will conclude work each year no later than the second Friday in December.

28.8 All Teachers will continue to receive a 3 week mid-year non-attendance break.

28.9 The college will consult with Little Beacons Teachers if legislation changes require any adjustment

to non-attendance time.

29 Camps

Camps are an important part of the holistic education provided to students of Beaconhills College. Camps are excursions involving at least one night's accommodation (including school sleep-overs on school grounds).

In recognition of this and a Teachers commitment to attending a camp, a Teacher will be paid the appropriate allowance below:

29.1 A \$100 per night allowance for attendance at camp on a Monday night to Friday night during term time.

29.2 A \$150 per night allowance for attendance at camp on a Saturday or Sunday night during term time.

29.3 A \$175 per night allowance for attendance at camp Monday to Sunday night during school holidays

29.4 A \$150 per night allowance for attendance at camp during any public holiday.

29.5 Where operationally possible, no extras will be given to a Teacher on the day they return to work after attending a camp.

29.6 For each weekend that a Teacher is on camp they will receive 1 recovery day to be taken on the next school day immediately following the camp.

29.7 Any second recovery day is to be taken in negotiation with the Campus Principal and agreed upon before the camp commences.

29.8 The College will be focusing future program development to avoid the use of weekends in the provision of the camps program.

Part 3 – Classification and Remuneration

30 Remuneration Package

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

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

31 Superannuation

31.1 Superannuation Legislation

The rights and obligations in these clauses supplement those in superannuation legislation.

31.2 Employer Contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of a Teacher as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Teacher.

31.3 Voluntary Employee Contributions

- a) Subject to the governing rules of the relevant superannuation fund, a Teacher may, in writing, authorise the Employer to pay on behalf of the Teacher a specified amount from the post-taxation wages of the Teacher into the same superannuation fund as the Employer makes the superannuation contributions provided for in Clause 31.2
- b) A Teacher may adjust the amount the Teacher has authorised the Employer to pay from the wages of the Teacher from the first of the month following the giving of three months' written notice to the Employer.
- c) The Employer must pay the amount authorised under clause 31.3a) and 31.3b) not later than 28 days after the end of the months in which the deduction authorised under clause 31.3a) or 31.3b) was made

31.4 Superannuation Fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 31.2 to another superannuation fund that is chosen by the Teacher, the Employer must make the superannuation contributions provided for in clause 31.2. If a Teacher does not nominate a fund, the Employer will check the Australian Taxation Office records for a Teacher's most recent selected superannuation fund (known as a 'stapled fund') and superannuation contributions will be paid into the fund if permitted, until a Teacher nominates otherwise. If a Teacher does not nominate a fund, and there is no stapled fund, superannuation contributions will be paid to an eligible choice fund nominated by the Employer.

32 Payment Arrangements

Salary will be paid by credit transfer to the Teacher's nominated financial institution account once every month, with payment being made as nearly as possible on the middle of each month, including one half month in arrears and one half month in advance.

Part 4 – Leave and Other Absences

33 Annual Leave

33.1 Annual leave is provided for in the NES. This clause supplements the NES provisions.

33.2 A Teacher is entitled to four weeks' annual leave for every 12 months continuous service on a pro rata and cumulative basis.

33.3 A Teacher must take an amount of annual leave during the shutdown period following the end of Term 4. The shutdown period may differ for individual Teachers, depending on work commitment and activities. The shutdown is defined as a period where the Employer shuts down the business, or any part of the business, in which the Teacher works.

33.4 A teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.

33.5 A Teacher will take all accrued annual leave during the shutdown period.

33.6 If a Teacher's employment is terminated or a Teacher resigns prior to the end of Term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to annual leave, pursuant to the following formula:

$$\frac{\text{Teacher's Attendance Time} \times \text{Annual Leave}}{\text{College's Attendance Time}} - \text{Annual Leave already taken}$$

Note: Amounts specified in weeks or part weeks

34 Annual Leave Loading

34.1 A Teacher who has given service for which salary has been received throughout the School Year is entitled to a leaving loading of 17.5% on a maximum of four (4) weeks' annual leave.

34.2 Annual leave loading is paid with each salary payment throughout the School Year.

35 Personal/Carer's Leave

35.1 Personal/Carer's Leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

35.2 Entitlement

- a) A Teacher is entitled to a paid personal leave entitlement, which includes both sick and carer's leave,
- b) For a Full Time Teacher, 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 Teacher is entitled to paid sick leave on a pro rata basis on specified hours in Clause 16 – Hours of Work.
- c) Paid sick leave is taken by the Teacher because of a personal illness or injury.
- d) Paid carer's leave is taken by the Teacher to provide care or support to a member of the Teacher's immediate Family or a member of the Teacher's household, who requires care or support because of a personal illness, injury, or an unexpected emergency affecting the member. A Part Time Teacher is entitled to paid carer's leave on a pro rata basis based on specified hours in Clause 16 – Hours of Work.
- e) Where the Teacher has exhausted the paid personal leave entitlement, the Teacher 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 Teacher.
- f) A Casual Teacher 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 Teacher.
- g) The amount of personal leave a Full Time Teacher may take as sick leave depends upon how long the Teacher has worked for the Employer and accrues as follows:
 - In the first year of service, six days during the first term worked and thereafter, three days at the commencement of each subsequent school term; and
 - In the second and subsequent year of service, 15 days at the commencement of that year.
- h) A Teacher must notify the Employer of the Teacher's absence as soon as reasonably practicable. The notice must be to the effect that the Teacher requires the leave because of personal illness or injury or to provide care or support to a member of the Teacher's

immediate family or household as the member is suffering either a personal illness or injury or unexpected emergency.

- i) A Teacher is entitled to sick leave provided that:
- The Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for any absence of more than two consecutive days;
 - The Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for any absence continuous with a Public Holiday or the first or last day of a term to which the Teacher is entitled and which would not otherwise require the production of a certificate;
 - The Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher 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 exceed five days in the one year.
- j) A Teacher is entitled to carer's leave provided that:
- The Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for an absence of more than two consecutive days, if the member of the Teacher's immediate family or household is ill or injured; or
 - The Teacher produces a statutory declaration made by the Teacher to the Employer for an absence of more than two consecutive days if a member of the Teacher's immediate family or household is affected by an unexpected emergency;
 - The Teacher provides a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher to the Employer for any absence continuous with a public holiday or the first or last day of a term to which the Teacher is entitled and which would not otherwise require the production of a certificate;
 - The Teacher produces a medical certificate from a Registered Health Practitioner or a statutory declaration made by the Teacher 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 exceed five days in the one year.

36 Compassionate Leave

36.1 Compassionate leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.

36.2 Entitlement

- a) A Teacher may take three (3) days' paid leave per occasion when a member of the Teacher's immediate family or household dies or when the Teacher's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to life.
- b) 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 Teacher.
- c) The Teacher is entitled to compassionate leave only if the Teacher gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

37 Infectious Diseases Leave

37.1 A Employee other than a casual Employee who is suffering from one of the infectious diseases

below will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the School and that disease is evident in the School:

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

37.2 The 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.

37.3 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.

38 Parental Leave

An employee is entitled to parental leave and related entitlements in accordance with the NES, this clause provides supplementary entitlements. Where there is an inconsistency between a term of this Agreement and the NES, the term providing the better entitlement to the employer shall prevail to the extent of any inconsistency.

38.1 Parental leave includes maternity leave, paternity leave and adoption leave

38.2 Save for Paid Parental Leave Allowance and Paid Partner Leave set out below, which are provided in addition to the NES provisions, employees are entitled to unpaid parental leave and special maternity leave in accordance with the NES and the Beaconhills Parental Leave Policy.

39 Paid Parental Allowance

39.1 Where an employee other than a casual employee is granted unpaid parental leave in accordance with the NES and 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:

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

39.2 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 five (5) days of the period of concurrent parental leave.

39.3 An employee must have a minimum of 12 months' continuous service, if returning from parental leave, before being eligible for the payment of a further allowance pursuant to clause c39.1 or clause 40.

39.4 Where the employer employs both parents of the child, only one parent (primary caregiver) will be entitled to receive payment pursuant to clause 39.1 whilst the spouse will be entitled to the allowance pursuant to clause 40.

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

40 Paid Partner Leave

40.1 Where an employee other than a casual employee falls into the following:

- 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 week's paid partner leave at the employee's ordinary rate of pay.

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

41 Long Service Leave

- a) A Teacher is entitled to long service leave. 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.
- b) A Teacher is entitled to long service leave of 13 weeks upon the completion of 15 years of continuous employment for any period of employment commencing on or after 1 January 1965 and ending on 1 January 1980 and to long service leave of 13 weeks upon completion of 10 years of continuous employment for any period of employment commencing after 1 January 1980. From this date, a Teacher is entitled to an additional six and a half (6.5) weeks' long service leave for each additional five (5) years of continuous employment with the Employer.
- c) A Teacher may apply to access the Teacher's long service leave entitlements on a pro-rata basis after seven (7) years' continuous employment.
- d) Accrued long service leave will be paid in lieu where a Teacher's employment is terminated after seven (7) years of continuous employment for any reason other than for serious misconduct.
- e) A Teacher, whose service has been all full time or all at the same part time fraction, is paid during long service leave at the Teacher's normal salary.
- f) A Teacher, whose time fraction has varied during service, will have payment at the proportionate rate, calculated by averaging the time fractions over the period of service.

41.1 Illness on Long Service Leave

- a) Subject to the requirements of 41.1b) ii., a Teacher 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 reaccredited to the Teacher. The Executive Principal may require the Teacher to be examined by a registered medical practitioner of the Employer's choice, provided the practitioner is reasonably accessible to the Teacher.
- b) The Teacher's application under 41.1a):

- 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 Teacher wishes to extend the long service leave by the period of the illness or injury or whether the Teacher will return from long service leave as planned with the period of illness or injury increasing the Teacher's accrued long service leave entitlement.

42 Public Holidays

42.1 A Teacher is entitled to public holidays as specified in the *Public Holidays Act 1993 (Vic.)* and as gazetted by the Victorian Government from time to time. These include the following:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- The following days, as prescribed in Victoria: Australia Day, Anzac Day, King's Birthday and Labour Day.
- Melbourne Cup Day or any other day substituted by an Act of Parliament or Proclamation.

42.2 Public Holidays that occur during a period of Non Attendance Time for Teachers in accordance with Clause 28 – Non Attendance Time do not create an additional entitlement.

42.3 In exceptional circumstances, the Employer may substitute another day for any prescribed in 42.1.

42.4 By agreement between the Employer and the majority of Teachers, an alternative day may be taken as the public holiday in lieu of any of the specified days.

42.5 The Employer and a Teacher may agree to the Teacher taking another day as the public holiday in lieu of the specified day.

42.6 An agreement made in accordance with 42.4 or 42.5 must be recorded in writing and made available to every affected Teacher. Any such agreement must be recorded in the time and wages records kept by the Employer.

43 Leave Without Pay

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

44 Examinations Leave

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

45 Qualification Conferral Leave

A Teacher 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.

46 Jury Service Leave

46.1 A Teacher 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.

46.2 A Teacher must notify the Employer as soon as possible of the date upon which the Teacher is required to attend for Jury Service.

46.3 A Teacher 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.

46.4 The Teacher 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.

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

46.6 Subject to 46.3 any monies received by the Teacher from the Court Authorities will be deducted from the Teacher's following salary payment.

47 Accident Compensation and Accident Make-Up Pay

47.1 Where a Teacher 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 Teacher the difference between such weekly payments and the normal remuneration of the Teacher for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Teacher remains employed by the Employer.

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

- a) The Teacher does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- b) Annual Leave; or
- c) Paid personal/carer's leave; and
- d) The Teacher is not entitled to any payment or benefit in respect of any Non Attendance Time which falls during the period that the Teacher is in receipt of weekly payments under the *Accident Compensation Act 1985* (Vic.).

48 Family Violence Leave

48.1 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.

48.2 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.

48.3 General Measures

48.3.1 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.

48.3.2 All personal information concerning family violence will be kept confidential in line with Beaconhills Policy and relevant legislation.

48.3.3 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.

48.3.4 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.

48.3.5 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.

48.3.6 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.

48.4 Leave

48.4.1 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 leave contact in Human Resources. This approval should be gained before accessing the leave, although it may be granted after the leave has been taken.

48.4.2 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.

48.5 Individual Support

48.5.1 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, for an employee experiencing family violence to:

- i) change their span of hours or patterns of work;
- ii) job redesign or change 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.

48.5.2 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.

48.5.3 An employee experience family violence will be offered a referral to the Employee Assistance Program.

49 Gendered Violence in the Workplace

Gendered violence in 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.

Part 5 Termination of Employment and Related Matters

50 Notice of Termination

50.1 Where the Employer wishes to terminate the employment of a Teacher serving a minimum employment period pursuant to clause 12 Minimum Employment Period, or a Teacher wishes to resign during a qualifying period, the period of notice is specified by clause 12 Minimum Employment Period.

50.2 Where the Employer wishes to terminate the employment of a Teacher, where the Teachers has had five or more years continuous service with the Employer, the Employer will give a full term's notice in writing or full payment in lieu.

50.3 Where the Employer wishes to terminate the employment of a Teacher, where the Teacher has had more than six months' continuous service but less than five years' continuous service with the Employer, the Employer will give seven weeks' notice in writing, wholly within one school term or full payment in lieu.

50.4 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 clause 38 – Parental Leave that the Teacher being replaced wishes to return from parental leave.

50.5 Payment in lieu is calculated by taking the rate of pay in Schedule 2 that a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

50.6 Subject to clause 12 – Minimum Employment Period, a Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within one school term.

50.7 The notice period in this clause and in clause 12 – Minimum Employment Period do not apply where the Teacher is guilty of serious misconduct.

51 Withholding on Monies

51.1 If a Teacher fails to give the required notice of termination, the Employer may deduct from wages due to the Teacher under this Agreement, an amount that is no more than two (2) weeks' wages for the Teacher.

51.2 If the Employer has agreed to a shorter period of notice, then no deduction can be made under clause 51.1

51.3 Any deduction under clause 51.1 must not be unreasonable in the circumstances.

52 Transition to Retirement

52.1 This clause applies to full time ongoing employees.

52.2 Employees are able to make a request in writing to the Employer to permanently reduce their working hours as part of a genuine transition to retirement.

52.3 The Employer must consider the request to work part time having regard to the Employee's circumstances and give the Employee a written response to the request, ordinarily within 21 days, stating whether the Employer grants or refuses the request.

52.4 If the Employer refuses the request for part time work the written response must include details of the reasons for the refusal.

52.5 Where the Employer approves the request and a transition to retirement agreement is agreed, the agreement must be in writing and signed by both parties. The agreement must include:

- The Employees new part time fraction
- The start and end date of the transition to retirement agreement (usually one to a maximum of two school years)
- A letter from the Employee providing notice of retirement at the end of the agreement

52.6 Based on the operational needs of the timetable, an Employee working under a transition to retirement arrangement may only have their part time fraction varied by mutual agreement.

52.7 It is the responsibility of the Employee to seek appropriate financial, superannuation and other advice on the terms and conditions of their transition to retirement.

53 Redundancy

53.1 Definition

Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job that the Teacher has been doing done by anyone and that decision leads to the termination of employment of the Teacher, except where this is due to the ordinary and customary turnover of labour.

53.2 Redundancy Disputes

a) Where a redundancy dispute arises, and if it has not already done so, an Employer must provide the affected Teacher(s) and the Teacher's representative (if requested by any affected Teacher) in good time, with relevant information:

- The reasons for any proposed redundancy;
- The number and categories of Teachers likely to be affected; and
- The period over which any proposed redundancies are intended to be undertaken

b) Where a redundancy disputes arises and discussions occur in accordance with this clause, the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Teachers concerned.

53.3 Transfer to lower paid duties

Where a Teacher is transferred to lower paid duties for reasons set out above the Teacher will be entitled to the same period of notice of transfer as the Teacher would have been entitled to if the Teacher's employment had been terminated. The Employer may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary rate for the number of weeks of notice still owing.

53.4 Severance Pay

The severance payment for a Teacher will be in accordance with the following:

| Period of Continuous Service | Severance Pay |
|--------------------------------------|---------------|
| Less than one year | Nil |
| One year but less than two years | 4 weeks' pay |
| Two years but less than three years | 6 weeks' 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 |

*Week's pay means the ordinary time rate of pay for the Teacher concerned

For the purpose of this clause, continuous service will be calculated to include all service for which paid leave was applicable and any period during which the Teacher was in receipt of accident make-up pay.

53.5 Leave during notice

A Teacher, whose employment is terminated for reasons of redundancy, may terminate the Teacher's employment during the period of notice and, if so, will be entitled to the same benefits and payments under 53.4 had the Teacher remained with the Employer until the expiry of such notice. In such circumstances the Teacher will not be entitled to payment in lieu of notice.

53.6 Alternative employment

The Employer, in a particular redundancy case, is not obliged to pay severance pay if the Employer obtains alternative employment for a Teacher acceptable to that Teacher.

53.7 Time off during notice period

- a) During the period of notice of termination a Teacher 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.
- b) If the Teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Teacher may be required to produce proof of attendance at an interview or the Teacher may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

54 Performance and Conduct Management

54.1 Application

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

- a) Where a Teacher's employment is terminated during the minimum employment period pursuant to clause 12 – Minimum Employment Period;
- b) For a casual Teacher; or
- c) In the case of serious misconduct, all parties will pause for one working day before meeting again. The employee may be directed to stay at home, on full pay where it would be inappropriate for the employee to remain at school.

54.2 Performance Management

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

- b) A formal performance management procedure will commence with the Employer advising the Teacher in writing of:
 - i. The Employer's concern(s) with the Teacher's performance;
 - ii. The time, date and place of the first formal meeting to discuss the Teacher's performance;
 - iii. The Teacher's right to be accompanied by a nominee of the Teacher's choice at all meetings scheduled to discuss the Teacher'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 Teacher's performance;
 - i. Give the Teacher an opportunity to respond to the Employer's concerns
 - ii. Include discussion of any counselling or assistance, where appropriate, available to the Teacher;
 - 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 Teacher, then the Employer will give the required period of notice or payment in lieu of notice.

54.3 Conduct Management

- a) Where the Employer is considering termination of employment for reasons related to a Teacher's conduct, the Employer will implement the procedure of this clause.
- b) The Employer will advise the Teacher in writing of:
 - i. The Employer's concern(s) with the Teacher's conduct;
 - ii. The time, date and place of the meeting to discuss the Teacher's conduct;
 - iii. The Teacher's right to be accompanied by a nominee of the Teacher's choice at any meeting scheduled to discuss the Teacher's conduct;
 - iv. The Employer's right to terminate the Teacher'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 Teacher's conduct;
 - ii. Give the Teacher an opportunity to respond to the Employer's concern(S)
- d) Concern(s) with a Teacher's conduct may be resolved by:
 - i. Summary dismissal, where the Teacher 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 Teacher with a warning or final warning in writing;
 - iii. Terminating the employment of the Teacher in accordance with the relevant notice provision;
 - iv. Other action, appropriate to the situation.

54.4 Salary Impact while undergoing Performance Management

- a) If, at the time of salary increases, a Teacher is undergoing the Performance Management process (as described in Clause 54.2 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 Teacher's performance within a 3 month period from the date of salary increases, the Teacher's salary will be back dated to the new level.
- c) The Teacher must be made aware of the impact on their salary of the formal performance management processes during the processes.

Part 6 Other Provisions

55 Meal Allowance

The Employer will supply a Teacher with a meal should the Employer require a Teacher to remain at school continuously until after 7pm on any day.

56 Breakage and Loss

A Teacher 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 Teacher's duties.

57 Protective Clothing

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

58 Statement of Service

The College will provide a Teacher with a Statement of Service at the conclusion of the Teacher's service to the College.

59 Recognition of Higher Qualification

A Teacher may apply to advance up the incremental scale by one level if he or she has successfully completed an approved Masters Degree or its equivalent or higher.

The course must be approved by the Executive Principal and the Teacher must produce written evidence of satisfactory completion of the higher degree. The advancement will not take place earlier than the date of the Teacher's notification and submission of evidence to the Executive Principal.

EMPLOYER REPRESENTATIVE

Signed: *Penelope Reed*
Date: 19/01/2024
Name in full (printed): Penelope Reed
Address: 30-34 Toomuc Valley Rd
Pakenham Victoria 3810
Position Title: Head of Human Resources
Authority to sign explained: Authority provided by
Executive Principal.

Witnessed by:

Witness name in full: ABBIEY CLAIRE BILANDZIK
Witness address: 30-34 TOOMUC VALLEY RD
PAKENHAM, VICTORIA, 3810

EMPLOYEE REPRESENTATIVE

Signed: *Linda M Lymne*
Date: 19/01/2024
Name in full (printed): Linda Helen Lymne
Address: 30-34 Toomuc Valley Rd
Pakenham, Victoria, 3810
Position Title: Secondary Teacher
Authority to sign explained: Bargaining Representative

Witnessed by:

Witness name in full: *Cathy Wesluk*
Witness address: 30-34 Toomuc Valley Road
Pakenham, Victoria, 3810

SCHEDULE 1 – CLASSIFICATION STRUCTURES

1.1 Teachers with Full/Provisional Registration with the Victorian Institute of Teaching

A Teacher who has a 4-year approved training course beyond secondary school including teacher training, will commence at Level 1 and will progress to Level 11 in annual increments on the anniversary of the Teacher's teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a School Year.

1.2 Permission to Teach Teachers with the Victoria Institute of Teaching

1.2.1 A Permission to Teach Teacher will be paid not less than Level 1.

1.2.2 Where a Permission to Teach Teacher receives Full or Provisional Registration with the Victorian Institute of Teaching, the person will be classified as the level commensurate with the teaching experience gained whilst undertaking the requisite qualification, provided that reclassification will take place from the next pay period commencing after the Teacher's notification, in writing, to the Employer.

1.3 Teachers holding Positions of Responsibility

1.3.1 A rate of pay will be paid to a Teacher where the Employer requires the performance of administrative, pastoral care and/or leadership duties additional to those usually required of a Teacher by the Employer.

1.3.2 The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

1.3.3 The Executive Principal determines who is eligible for the rate of pay.

1.3.4 The Executive Principal will provide written advice to a Teacher in receipt of a rate of pay of the position, its tenure, the duties required and the amounts to be paid.

SCHEDULE 2 – RATES OF PAY

2.1 Annual Rate of Pay

The annual rate of pay for a Full Time P-12 Teacher will be not less than that prescribed by the following table:

First pay period commencing on or after:

| Level | Salary including Leave Loading 1/02/2024 | Salary Including Leave Loading 1/02/2025 | Salary Including Leave Loading 1/02/202 6 |
|-------|--|---|--|
| 1 | 82,268 | 83,913 | 85,591 |
| 2 | 84,426 | 86,115 | 87,837 |
| 3 | 87,542 | 89,292 | 91,078 |
| 4 | 90,771 | 92,587 | 94,439 |
| 5 | 94,120 | 96,003 | 97,923 |
| 6 | 97,594 | 99,546 | 101,537 |
| 7 | 101,195 | 103,219 | 105,283 |
| 8 | 104,929 | 107,028 | 109,169 |
| 9 | 108,802 | 110,978 | 113,197 |
| 10 | 112,817 | 115,073 | 117,375 |
| 11 | 122,039 | 124,480 | 126,969 |

The annual rate of pay for a Full Time Early Learning (Little Beacons) Teacher will be not less than that prescribed by the following table:

First pay period commencing on or after:

| Level | Salary Including Leave Loading 1/02/2024 | Salary Including Leave Loading 1/02/2025 | Salary Including Leave Loading 1/02/2026 |
|-------|---|---|---|
| 4.1 | 81,379 | 83,006 | 84,666 |
| 4.2 | 84,028 | 85,708 | 87,423 |
| 4.3 | 86,934 | 88,673 | 90,446 |
| 4.4 | 89,961 | 91,760 | 93,596 |
| 4.5 | 92,999 | 94,859 | 96,757 |

2.2 Weekly Rate of Pay

The weekly rate of pay is calculated by dividing the annual rate of pay by 52.18

2.3 Annual Leave Loading

The annual rate of pay in 2.1 and rates of pay for positions of responsibilities in 2.4.1 are inclusive of annual leave loading.

2.4 Rates of Pay for Positions of Responsibility

2.4.1 The following rates of pay apply to a position of responsibility, for example, Heads of Department and Heads of Houses.

| POR Category | Amount Including Leave Loading 1/02/2024 | Amount Including Leave Loading 1/02/2025 | Amount Including Leave Loading 1/02/2026 |
|------------------------|--|--|--|
| Deputy Head Category A | 15,055 | 15,356 | 15,663 |
| Deputy Head Category B | 10,252 | 10,457 | 10,666 |
| Head of T&L Category A | 12,713 | 12,967 | 13,226 |
| Head of T&L Category B | 9,081 | 9,262 | 9,447 |
| Faculty A | 10,486 | 10,696 | 10,910 |
| Faculty B | 9,081 | 9,262 | 9,447 |
| Faculty C | 5,682 | 5,796 | 5,912 |
| Faculty D | 4,511 | 4,601 | 4,693 |
| Head of House | 9,081 | 9,262 | 9,447 |
| Year Level Coordinator | 4,511 | 4,601 | 4,693 |

2.4.2 Where the position of responsibility is shared, the rate of pay may also be shared.

Undertaking -Section 190

I, Penelope Reed, Head of Human Resources for Beaconhills College Pty Ltd ("Beaconhills College") give the following undertakings with respect to the Beaconhills College Teachers Agreement 2024-2026 ("the Agreement"):

1. I have the authority given to me by Beaconhills College to provide this undertaking in relation to the application before the Fair Work Commission.
2. Beaconhills College undertakes it will pay Casual P-12 Teachers the following daily rates:

| | From 1/02/2024 | From 1/02/2025 | From 1/02/2026 |
|----------------------------|----------------|----------------|----------------|
| Casual Teachers Daily Rate | \$416.73 | \$424.08 | \$432.56 |

Beaconhills College engages Casual P-12 Teachers for no more than 6 hours per day.

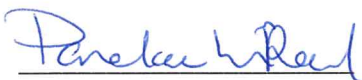
3. The annual rate of pay for a Full Time Early Learning (Little Beacons) Teacher Level 5 will be not less than that prescribed by the following table:

| Level | Salary including Leave Loading 1/02/2024 | Salary including Leave Loading 1/02/2025 | Salary including Leave Loading 1/02/2026 |
|------------------------|--|--|--|
| Little Beacons Level 5 | \$94,674 | \$95,567 | \$98,499 |

4. Beaconhills College undertakes to provide the following minimum engagement for Teachers employed as a Casual Early Learning Teacher:
 - Where they are required to work for up to 2 hours they will be paid for 2 hours.
 - Where they are required to work for more than 2 hours and up to 4 hours, they will be paid for 4 hours and
 - Where they are required to work for more than 4 hours and up to a full day, they will be paid the full day rate, based on their appropriate hourly rate which is based on their classification level.
5. Beaconhills College undertakes it will pay Casual Early Learning Teachers the following rates:

| | From 1/02/2024 | From 1/02/2025 | From 1/02/2026 |
|-----------------------------------|----------------|----------------|----------------|
| Casual Early Teachers Hourly Rate | \$59.39 | \$60.58 | \$61.79 |

6. 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

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**Join the IEU
online today**

ieuvictas.org.au/join

This Agreement was won through the solidarity and collective strength of IEU members in this workplace.

The IEU is the collective voice and leading advocate for staff in Victorian independent schools. We've achieved higher wages and better conditions, enforceable consultation provisions, paid parental leave, improved employment security and better salaries for Education Support staff.

These wins have come through active member campaigns, Agreement negotiations, and robust enforcement of conditions. We continue to fight to improve the working lives and professional development of teachers and education support staff.

