



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Billanook College Ltd
(AG2023/1916)

BILLANOOK COLLEGE LTD (EDUCATIONAL SERVICES STAFF) ENTERPRISE AGREEMENT, 2023

Educational services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 21 JUNE 2023

Application for approval of the Billanook College Ltd (Educational Services Staff) Enterprise Agreement, 2023

[1] Billanook College Ltd has made an application for approval of an enterprise agreement known as the *Billanook College Ltd (Educational Services Staff) Enterprise Agreement, 2023* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval has been met.

[3] The Independent Education Union of Australia (IEU), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. As required by 201(2), I note that the Agreement covers the IEU.

[4] The Agreement was approved on 21 June 2023 and, in accordance with s 54, it will operate from 28 June 2023. The nominal expiry date of the Agreement is 31 December 2026.



DEPUTY PRESIDENT

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Billanook College Ltd (Educational Services Staff) Enterprise Agreement 2023

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PART A – APPLICATION AND OPERATION

1. Title

The Agreement shall be known as the Billanook College Ltd (Educational Services Staff) Enterprise Agreement, 2023 (“the Agreement”).

2. Application

This Agreement applies to all Educational Services Staff of Billanook College Ltd, located at 197 Cardigan Road, Mooroolbark, Victoria, 3138, whose employment is regulated by the terms and conditions of the *Educational Services (Schools) General Staff Award 2020*.

3. Definitions and Interpretations

Act	means the Fair Work Act 2009 (C'th) or its successor(s)
Award	means the Educational Services (Schools) General Staff Award 2010 or its successor(s)
Board	means group of voluntary professionals who are responsible for the overall management and strategic direction of the College
Classroom Support Services	means an employee whose principal duties are to provide support to teachers and students in a primary or secondary classroom or to individual students or groups of students
Continuity of Service	means all service for which paid leave is applicable. Periods of unpaid leave do not count as service, except at the discretion of the employer. Periods of approved unpaid leave do not break continuity of employment
Deputy Principal	means the Deputy Principal of Billanook College or his or her nominee
Educational Services Staff	<p>For the purposes of this Agreement, Educational Services Staff at Billanook College shall include, but are not limited to, the following areas of employment of the College.</p> <ul style="list-style-type: none"> • Administration and Clerical Staff – School Administrative Services • Caretakers – School Operational Services • Instrumental Music Tutors – Instructional Services • Integration and Teachers’ Aides – Classroom Support Services • Library Assistants and Technicians – Curriculum/Resources Services • Science Laboratory Assistants and Technicians – Curriculum/Resources Services • Maintenance and Grounds Staff – School Operational Services • Theatre/Multi Media/Audio Visual Assistants and Technicians – Curriculum/Resources Services • College Psychologist – Well-being Services • College Nurse – Nursing Services • College Registrar – School Administrative Services • Sports Coaches and Assistants – Instructional Services • Student Pathways Manager – Curriculum/Resources Services • Visual Art and Technologies Assistants – Curriculum/Resources Services
Employee	means a person covered by this Agreement
Employer	means Billanook College Ltd (ABN: 37 005 705 555)
FWC	means Fair Work Commission or its successors
Immediate Family	<ul style="list-style-type: none"> • means spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes). • means a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the employee or spouse of the employee
Instructional Services	means an employee, other than a qualified teacher, whose principal duties are to develop the framework for and to provide instruction to students (within a structured learning environment) under the general supervision of a member of the teaching staff
LSL Act	means the Long Service Leave Act 2018 (Vic) or its successor(s)

Music Tutor	means an employee engaged in accordance with Part H, whose principal duties are to develop a framework for, and provide, instrumental music instruction within a structured learning environment
NES	means the National Employment Standards as contained in Part 2.2 of the Act
Non-term Week	means weeks, or part thereof, in the School Year other than term weeks and includes periods designated as school holidays for students which will be announced not less than six months in advance of the new school year
Nursing Services	means an employee who is a registered nurse in the relevant State/Territory and is employed as such
Preschool/ Childcare Services	means an employee whose principal duties are to work with children in a preschool, early learning centre or kindergarten operated by a school for pre-primary aged children, a childcare centre or an outside-school hours care program (other than a qualified preschool/early childhood teacher)
Principal	means Principal of Billanook College or his or her nominee
School Administration Services	means an employee whose principal duties are in the functional areas of a school's business operations, including but not limited to clerical, administration, finance, marketing, fundraising, public relations, information technology, human resources administration and information management
School Operational Services	means an employee whose principal duties are to support the other services of a school, including but not limited to: <ul style="list-style-type: none"> • construction, plumbing, carpentry, painting and other trades; • cleaning, maintenance, school facility management; • security, caretaking; • gardening, turf management, farming; • retailing—canteens, uniform shops, book shops; • cooking/catering, housekeeping, laundry; and • bus driving and vehicle maintenance.
School Year	means the period of 12 months commencing from the day the employees are required to attend the school for the new educational year, as determined by the school, and includes term weeks and non-term weeks
Staff	means all employees of Billanook College
Term Weeks	means the weeks, or part thereof, in the School Year that students are required to attend school and designated student free days as set out in the school calendar
Well-being Services	means an employee whose principal duties are to support the health and wellbeing of students, and employees, where appropriate. This may include home/school liaison, counsellors and therapists
WIRC Act	means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or its successor(s)

4. Coverage

- 4.1 This is a single enterprise Agreement made pursuant to s.172(2) of the *Fair Work Act 2009* (C'th).
- 4.2 The Agreement covers:
- Educational Services Staff (as defined in clause 3 of this Agreement)
 - The employer
- 4.3 This Agreement does not cover:
- The Chief Financial Officer;
 - Apprentices, trainees or employees on a supported wage system;
 - an employee who is covered by the *Educational Services (Teachers) Award 2020*; or
 - any employee who earns more than the high-income threshold as defined by s.333 of the Act as amended pursuant to the *Fair Work Regulations 2009* (C'th).
- 4.4 The Independent Education Union Victoria Tasmania will be covered by the Agreement upon notice under s.183 (1) of the Act.

5. Commencement and Period of Operation

5.1 Where the Agreement passes the Better Off Overall Test, the Agreement will be operative seven days after the date of the notice issued by the Fair Work Commission approving the Agreement.

5.2 The nominal expiry date of the Agreement is 31 December 2026.

6. Relationship to the Educational Services (Schools) General Staff Award 2020

6.1 The terms of this Agreement shall incorporate the *Educational Services (Schools) General Staff Award 2020* (excluding clause 17.1), provided that:

(a) where the Agreement is silent on rates of pay, conditions, allowances or other matters pertaining to the employment relationship, the Award shall apply;

(b) in the event of any inconsistency in respect of rates of pay, conditions, allowances or other matters between the Award and the Agreement, the higher standard shall apply.

7. No Extra Claims

7.1 The Employer and the Employees agree that the salary increase and other improvement in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made prior to the nominal expiry date set out in clause 5.2 hereof.

8. The National Employment Standards

8.1 The National Employment Standards (NES) as contained in Part 2-2 of the Act are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.

8.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

9. Agreement Flexibility

9.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with one or more of the following matters:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;
- allowances;
- leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

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

(a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

9.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

- the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- 9.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

PART B – CONSULTATION AND DISPUTE RESOLUTION

10. Consultation

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

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

Consultation regarding major workplace change

- 10.2 For a major change referred to in clause 10.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) clause 10.3 to 10.9 apply.
- 10.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 10.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
 - (b) the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.
- 10.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.

- 10.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 10.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 10.2(a) and clauses 10.3 and 10.5 are taken not to apply.
- 10.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Consultation about changes to regular roster or hours of work

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

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

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

11. Consultative Committee

- 11.1 Parties to the Agreement are committed to continual, real and on-going consultation to maintain and identify further productivity improvements for the benefit of both the employees and employer. It is agreed that upon the approval of the Agreement a Consultative Committee will be convened to facilitate communication between the employees and employer.
- (a) The Principal on behalf of the employer shall consult with the Consultative Committee on matters such as on-going industrial issues, workload issues, and the implementation of the Agreement.
- 11.2 This committee will be convened by the Human Resources Manager or a nominee and will consist of representatives of all areas of operation within the School, a Union Representative as well as the Principal and a Management representative.
- 11.3 The committee will meet at least twice a year with the Principal or the Principal's delegate. In addition, any member of the committee or the Principal may request that a meeting be convened. All parties shall have the right to put forward issues for the Agenda and that an Agenda will be circulated three days prior to the meeting and will be displayed on appropriate noticeboards. Meetings will take place within working hours.
- 11.5 Minutes of the committee meetings will be recorded and distributed to all employees.
- 11.6 Recommendations of the Consultative Committee will be carried forward to management, who will respond in writing within one week.

12. Dispute Resolution

- 12.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the NES;
- this clause sets out procedures to settle the dispute.
- 12.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 12.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

- 12.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 12.5 FWC may deal with the dispute in 2 stages:
- (a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- If FWC is unable to resolve the dispute at the first stage, FWA may then:
- arbitrate the dispute; and
 - make a determination that is binding on the parties.
- Note:* If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 12.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 12.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

PART C – CAREER PROGRESSION

13. Commitment to Professional Learning

- 13.1 The parties to the Agreement acknowledge that they have a joint commitment to the development of a more highly skilled and flexible staff. This commitment will be realised by continuing to support professional development opportunities for all employees, which will enhance career opportunities for the staff at Billanook College and create an environment of commitment to models of continuous improvement and flexibility for the College. All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the College.
- 13.2 Educational Services Staff will ordinarily undertake a minimum of ten (10) hours per year of professional development.
- 13.3 Professional learning can, amongst a range of other activities, take the form of conferences, seminars, networking, professional reading, and critical reflection with a mentor. The employer makes a commitment to the funding of professional learning for each employee within budget and to a time commitment of 10 hours within working hours for the purposes of professional learning.
- 13.4 It is the employee's responsibility to keep an up-to-date record of all their professional development activities. This record will be used to assist with performance appraisal.

14. Trade Union Training

- 14.1 An employee who has been nominated by a union and has been accepted by a training provider to attend a trade union course may be granted up to one day's leave on full pay in any one calendar year, so long as granting of such leave does not unduly affect the operations of the school.
- 14.2 The employee may be granted the leave where the employer is satisfied that the course of training is likely to contribute to a better understanding of employee relations, OH&S, safe work practices, knowledge of the Award and other industrial entitlements and the upgrading of employee skills.

15. Multi Skilling

- 15.1 For the purposes of increasing productivity and flexibility, as well as enhancing career opportunities for employees of Billanook College Ltd the parties to the Agreement make a commitment to multi-skilling to:
- (a) allow employees to extend the range of tasks performed in their jobs within the scope of their skills and competence.
 - (b) become familiar with each other's jobs within their employment areas in order to be able to interchange.
 - (c) to allow the College to allocate staff where the needs of the College dictate on an annual basis as required.
 - (d) to be re-deployed during non-term time to assist in other areas subject to use of skills as per clause 16.

16. Use of Skills

- 16.1 Employees shall be employed to carry out such duties as may be directed by the employer from time to time subject to the limits of their skills, competence and training. Employees shall perform a wider range of functions and duties including work which is incidental or peripheral to their main tasks or functions.
- (a) Employees will not be asked to perform work for which they are not qualified or do not have the requisite skills, training or knowledge.
 - (b) Any employee may at any time carry out such duties and use such equipment as may be directed by the employer provided that the employee has been properly trained in the use of such equipment.
 - (c) Any direction given by the employer in accordance with clauses 16.1(a) and 16.1(b) shall be consistent with the employer's obligations under the OH&S Act.
 - (d) Disputes arising in relation to the utilisation of skills shall be dealt with in accordance with clause 12 of the Agreement following prior consideration of the issue in accordance with clause 11 of the Agreement.

17. Professional Growth Model

- 17.1 The College is invested in building the capacity of its people. It seeks to support their growth as leaders, learners and team members through the Staff Professional Growth Model.
- 17.2 The Staff Professional Growth Model will involve two components; one informal and the other formal.
- The informal component may take a range of forms but will be focused entirely on the Professional Growth of an individual employee. It may take the form of mentoring, coaching, career planning or goal setting.
 - The formal component will be more structured and will involve two annual meetings with the Chief Financial Officer.
- 17.3 The formal component will involve three stages.
- Stage 1 - employee will be asked to complete a Staff Reflection.

- Stage 2 - employee will complete a Staff Professional Learning Plan and Associated Goals Plan. There are three parts to the Associated Goals Plan - Personal, Learning Area and School Wide goals. This process will occur in the first year of the program.
 - Stage 3 - in the second year of the program, the employee will provide written and verbal reports on their progress. This outlines relevant reporting documentation which supports evidence of achievement of their goals.
- 17.4 At the conclusion of the second phase of the process, a new set of Professional Goals will be documented, and the process will recommence for another two-year cycle. The Chief Financial Officer will also provide a written report for the Staff member.
- 17.5 There will also be an opportunity during this process for the Chief Financial Officer and the employee to review the position description and to identify if the employee has been correctly classified and is being paid at the appropriate salary level. The employee may choose to bring a colleague and/or a union representative to provide support to them during these discussions.
- 17.6 The employer will not use this process in substitution for, or as an alternative to due process.

PART D – REMUNERATION

18. Salaries

- 18.1 All full-time Educational Services Staff (other than Music Tutors) will be paid not less than the salary in Schedule A of this Agreement.
- 18.2 All full-time Music Tutors will be paid not less than the salary outlined in Schedule B of this Agreement.
- 18.2 Annual salary increases will be paid to all employees from the first pay period on or after 1 January of each year.

19. Superannuation

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

20. Accident Make Up Pay

- 20.1 Where an employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the Workplace Injury Rehabilitation Compensation Act 2013 (Vic), the employer must pay to the employee the difference between such weekly payments and the normal remuneration of the employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the employee remains employed by the employer.
- 20.2 If an employee is absent from work because of an illness or injury, for which the employee is receiving compensation payments pursuant to the Workplace Injury Rehabilitation Compensation Act 2013 (Vic) then:
- (a) The employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
 - Paid personal/carer’s leave

21. Allowances

21.1 Camp Allowance

An employee, other than a casual employee, will be entitled to be paid an allowance of \$60 per night for attending an overnight camp.

- (a) The above allowance will be paid for attendance at all overnight camps which are part of the College’s outdoor education or curriculum programs.

- (b) The allowance will not be paid for any trips or tours where staff attendance is optional, i.e. interstate or overseas tours.

21.2 **Travel Allowance**

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

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

21.3 **Uniform Allowance**

- (a) After an initial three (3) months of employment the employer shall provide the employee with \$550 to be used for the purpose of purchasing the allocated uniform. This uniform is to be properly maintained and worn by the employee.
- (b) A further amount shall be paid to the employee after 12 months of employment and every year thereafter to replace worn or damaged items of the uniform. In 2023 and 2024 this amount will be \$450 and in 2025 and 2026 this amount will be \$500.
- (c) All Administrative Services employees are required to wear the allocated uniform. All other Educational Services Staff are eligible for the allowance if they choose to adopt the allocated uniform in a particular employment area.

22. **Salary Packaging**

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

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

23. **Staff Tuition Fee Discount**

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

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

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

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

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

PART E - LEAVE

24. Annual Leave

- 24.1 All Educational Services Staff employed prior to 31 December 2010 who are in receipt of "paid school holidays" shall be paid at forty eight over fifty two (48/52) of the rate of pay applying for a full-time or part-time employee and shall be entitled to leave with pay during non-term times subject to recall for up to three (3) working days each year during non-term times.
- (a) One clear Semester's notice in writing is required for using the recall days, outlining the duties required.
 - (b) The reasons for recall may be discussed between the Principal or his nominee and the employee.
 - (c) Recall days are to be used for genuine department needs or other specified School needs as agreed.
 - (d) Such days shall immediately follow the end of term or precede the beginning of a term except where there is agreement between the employer and the employee that the recall should occur at another time.
 - (e) Part-time employees are subject to the same recall provisions on a pro rata basis.
 - (f) Unused recall days from any one year are not to be accrued into the following year.
- 24.2 All other Educational Services Staff shall be entitled to 5 weeks annual leave.
- 24.3 The employer may require an employee to take their annual leave during non-term weeks.
- 24.4 An employee who has given service for which salary has been received throughout the school year is entitled to a leave loading of 17.5% on a maximum of four weeks' annual leave paid at the end of Term 4. An employee who is employed for part only of a school year is entitled to be paid leave loading on a pro rata basis.

25. Flexible Leave Arrangements

- 25.1 Billanook College recognises that some Educational Services Staff may value the option of additional leave each year.
- (a) The College is prepared to consider providing additional leave during non-term time where this does not adversely impact on the College's operations.
- 25.2 **Additional Leave**
- (a) Employees of the College may make a request to the Principal requesting additional leave. This request should be in writing and would generally be effective for the next calendar year.
 - (b) Any additional leave granted will be without pay.
 - (c) Additional leave will only be granted where it will not have an adverse impact upon the operation of the College. To ensure the impact of taking additional leave is minimised, the College may place restrictions on when leave may be taken. Ordinarily this will only be during non-term time.
 - (d) The duration of any arrangement to provide additional leave will be agreed between the College and the employee in writing at the commencement of the arrangement.
- 25.3 **Payment Arrangements**
- (a) Where an employee's request for additional leave is granted, the employee's adjusted annual salary will be determined using the following formula:

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

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

25.4 Leave Without Pay During Non-Term Weeks

- (a) An employee whose work requires term weeks only will be required to take leave without pay during non-term weeks as specified in their contract of employment in accordance with clause 12 of the Award.
- (b) Annual salary for an employee on leave without pay during non-term weeks will be calculated as follows.

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

Where:

A means the employee's adjusted annual salary

C means the annual salary (as contained in Schedule 1) for the employee's classification

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

26. Long Service Leave

- 26.1 Long service leave is provided for in accordance with the NES or where applicable, the *Long Service Leave Act 2018 (Vic)* as amended from time to time. This clause provides ancillary or supplementary terms.
- 26.2 Employees are entitled to 13 weeks long service leave after ten (10) years of continuous employment at the College.
- 26.3 Employees are also entitled to pro rata long service leave after 7 years of continuous employment at Billanook College.
- 26.4 Employees may apply to the Principal to take long service leave on full or half pay.
- 26.5 Long service leave may be taken in conjunction with other leave at the discretion of, and by the approval of, the Principal.
- 26.6 Any request for long service leave will be considered in accordance with the College's *Long Service Leave Policy*. Guidelines to be applied by the Principal when considering a request for long service leave include the timing of the leave and its impact upon the operations of the College.
- 26.7 An employee, whose time fraction has varied during service, will be paid at a proportionate rate calculated as follows:
 - (a) Nurses and Educational Services Staff employees previously engaged under the *Victorian Independent Schools – Clerical/Administrative Employees – Award 2004* whose time fraction has varied during service:
 - is paid at a proportionate rate during long service leave, and
 - the rate is determined by calculating an average of the time fractions over the period of eligible service.
 - (b) All other Educational Services Staff will be entitled to payment for long service leave calculated in accordance with the *Long Service Leave Act 2018 (Vic)*, as amended from time to time.
- 26.8 When calculating the length of an employee's period of continuous employment for the purposes of long service leave, a period of approved paid or unpaid leave (other than parental leave) is taken to be a period of employment when calculating the length of a period of continuous

employment in accordance with the *Long Service Leave Act (Vic) 2018*. For parental leave up to 104 weeks of leave will be counted towards continuous employment.

27. Personal Leave (Accrued)

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

27.2 All full-time employees are entitled to fifteen (15) days of paid personal leave every year. Part-time employees will receive pro rata of this entitlement. This paid leave is to be used either for sick leave or carer's leave. In any given year the unused portion of this leave will accrue from year to year.

28. Personal Leave (Non-accrued)

28.1 In addition to clause 31 of the Agreement, all full-time employees are entitled to an additional five (5) days personal leave each year. Part-time employees will receive pro rata of this additional entitlement rounded up to the nearest full day. Subject to the provisions of the NES, this leave may be applied for and may be used to supplement bereavement/compassionate leave, for family purposes, examination leave, assessment leave or qualification conferral leave. In any given year the unused portion of this leave **will not** accumulate from year to year.

29. Condition for use of Personal Leave

29.1 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

29.2 The employee shall, wherever practicable give the employer notice prior to their absence or intention to be absent. If it is not practicable for the employee to give prior notice of absence, then the employee shall notify the employer by telephone of such absence at the first available opportunity on the day of the absence.

29.3 The entitlement in clauses 27 and 28 to use personal leave for carer's leave purposes is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being either a member of the employee's Immediate Family or a member of the employee's household.

29.4 The entitlement in clause 28.1 for paid leave is subject to either:

- (a) the production of satisfactory evidence, or
- (b) the Principal being satisfied that the leave is being taken for the reasons as outlined in clause 28.1

30. Parental Leave

30.1 Parental leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

30.2 Where an employee, other than an employee on a casual, fixed term, replacement or specified term contract of employment with the College, is granted unpaid parental leave in accordance with the Award, the entitlement may be for a period up to 104 weeks. Where necessary, in order to facilitate a return at the commencement of a School year, the employer may extend the period of leave.

30.3 Where an employee, who has completed at least 12 months continuous employment, is granted unpaid parental leave, as the primary caregiver, that employee is entitled to paid parental leave equivalent to sixteen (16) weeks salary at the employee's ordinary rate of pay, to be taken in the first sixteen (16) weeks of the period:

- (a) of maternity leave, provided the leave would otherwise have been unpaid and is taken commencing at or around the time of confinement.
- (b) of adoption leave, provided the leave would otherwise have been unpaid and is taken at or around the time of the placement of the child with the employee.

- 30.4 Where an employee is granted paternity or adoption leave at the time of the birth of a child or placement of a child for adoption and is not the primary caregiver of the child, the employee is entitled to paid parental leave at the employee's ordinary rate of pay for a total of four (4) weeks of concurrent leave that would otherwise have been unpaid leave, provided the leave is taken within six (6) weeks of the birth, or placement of the child.
- 30.5 An employee must have a minimum of 12 months' service, if returning from parental leave, before being eligible for a further payment of paid parental leave pursuant to clause 30.3.
- 30.6 Where the employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to clause 30.3.
- 30.7 Paid parental leave is not payable during a period of paid leave.

31. Infectious Diseases Leave

- 31.1 An employee who is suffering from one of the infectious diseases listed below will be granted special leave without deduction of pay provided the employer is satisfied on medical advice that the employee has contracted the disease through a contact at the College and the disease is evident in the College:
- German Measles
 - Chickenpox
 - Measles
 - Mumps
 - Scarlet Fever
 - Whooping Cough
 - Rheumatic Fever
 - Hepatitis
 - Any other prescribed or notifiable infectious disease
- 31.2 The employee must produce a medical certificate which specifically names the disease and the employee shall request in writing that the leave not be debited against sick leave.

32. Family Violence Leave

32.1 General Principle

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

32.2 Definition of Family Violence

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

32.3 General Measures

- (a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (b) All personal information concerning family violence will be kept confidential in line with employer policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.
- (a) The employer will identify contacts within the school who will be trained in family violence and privacy issues, e.g. training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the school.

32.4 Leave

- (a) An employee experiencing family violence will have access to ten (10) day per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements

and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- (b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.
- (c) The paid entitlement in clause 32.4 will be offset against the paid NES leave entitlement.

32.5 **Individual Support**

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

33. **Unpaid Leave**

- 33.1 An employee may apply to the Principal for unpaid leave, which may include unpaid leave for family purposes. The granting of unpaid leave is at the discretion of the Principal.
- 33.2 Guidelines to be applied by the Principal to such applications for unpaid leave will include relevance, timing and impact on the College, use of other leave entitlements, employee's length of service with the College, and compassionate grounds.

PART F - APPOINTMENT AND TERMINATION

34. **Terms of Engagement**

- 34.1 On appointment, the employer will provide the employee with an employment contract stating the classification and rate of salary applicable on commencement, and details for how the annual leave loading (if applicable) will be paid.
- 34.2 Where the employer engages the employee on a fixed-term basis, the employment contract will state the reason the employment is fixed-term, and the period of the employment.

35. **Minimum Employment Period**

- 35.1 An employee's employment is contingent upon the satisfactory completion of a 6-month minimum term employment period.
- 35.2 If the employer is to terminate the employment of an employee during the first six months of the employee's employment, the employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time.
- 35.3 If the employer is to terminate the employment of an employee within the first six months of the employee's employment commencing, the employee is entitled to four weeks' notice or payment in lieu of notice.
- 35.4 If the employee is to resign within the first six months of the employee's employment commencing, then the employee is required to give the same notice required of the employer in 35.3 above.

36. **Notice of Termination**

- 36.1 In order to terminate employment, an employee or employer must give a minimum of four (4) weeks' notice in writing. Where the required period of notice is not given the employer has the

right to withhold monies and benefits to a maximum amount equal to the ordinary rate of pay for that period.

36.2 In the event of Redundancy outlined in clause 37, four (4) weeks' notice is required in writing or full payment in lieu of notice shall be paid in addition to the Severance Pay entitlement.

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

37. Redundancy

37.1 Where an employer has made a definite decision that the job the employee has been doing no longer needs to be done by anyone and this is not due to the ordinary and customary turnover of labour that decision may lead to termination of employment.

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

37.3 The employer will discuss, and provide in writing, the following provided that confidential information inimical to the employer's interests will not be disclosed:

- The reason(s) for the proposed terminations.
- Any measures to avoid or minimise the terminations.
- Any measures to mitigate any adverse effects of any terminations.

38. Severance Pay

38.1 The following rates will replace those specified by Part 2.2, Div. 11 of the Fair Work Act in the National Employment Standards (NES) for an employee under 45 years of age whose employment is terminated by reasons of redundancy.

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	7 weeks' pay
3 years but less than 4 years	10 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay
10 years and over	18 weeks' pay
15 years and over	21 weeks' pay

38.2 The following rates will replace those specified in Part 2.2, Div. 11 of the Fair Work Act in the National Employment Standards (NES) for an employee 45 years or older whose employment is terminated by reason of redundancy.

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	5 weeks' pay
2 years but less than 3 years	8.75 weeks' pay
3 years but less than 4 years	12.5 weeks' pay
4 years but less than 5 years	15 weeks' pay
5 years but less than 6 years	17.5 weeks' pay
6 years but less than 7 years	20 weeks' pay
7 years but less than 8 years	22.5 weeks' pay
8 years and over	25 weeks' pay
10 years and over	27 weeks' pay
15 years and over	30 weeks' pay

39. Performance and Conduct Management

39.1 Application

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

39.2 Performance Management

- (a) Where the employer is considering termination of employment for reasons related to the employee's performance, the employer will implement the procedure in this clause.
- (b) A formal performance management procedure will commence with the employer advising the employee in writing of:
 - the employer's concern(s) with the employee's performance;
 - the time, date and place of the first formal meeting to discuss the employee's performance;
 - the employee's right to be accompanied by a nominee of the employee's choice at all meetings scheduled to discuss the employee's performance;
 - the employer's right to terminate the employment should the procedure not resolve the employer's concern(s).
- (c) Formal performance management meetings will
 - include discussion of the employer's concern(s) with the employee's performance;
 - give the employee an opportunity to respond to the employer's concern(s);
 - include discussion of any counselling or assistance, where appropriate, available to the employee;
 - include documentation, where appropriate;
 - set periods of review, as appropriate.
- (d) If, after following the procedure in this clause, the employer's decision is to terminate the employment of the employee, then the employer will give the required period of notice or payment in lieu of notice.

39.3 **Conduct Management**

- (a) Where the employer is considering termination of employment for reasons related to the employee's conduct, the employer will implement the procedure in this clause.
- (b) The employer will advise the employee in writing of:
 - the employer's concern(s) with the employee's conduct;
 - the time, date and place of the first formal meeting to discuss the employee's conduct;
 - the employee's right to be accompanied by a nominee of the employee's choice at all meetings scheduled to discuss the employee's conduct;
 - the employer's right to terminate the employee's employment should the employer's concern(s) not be resolved.
- (c) Formal conduct management meetings will
 - include discussion of the employer's concern(s) with the employee's conduct;
 - give the employee an opportunity to respond to the employer's concern(s);
- (d) Concern(s) with an employee's conduct may be resolved by:
 - summary dismissal, where the employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period;
 - issuing the employee with a warning or a final warning in writing;
 - terminating the employment of the employee in accordance with the relevant notice provision;
 - other action, appropriate to the situation.

PART G - CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES (OTHER THAN MUSIC TUTORS)

40. Types of Employment

40.1 Employees covered by this Agreement will be employed in one of the following categories, subject to the terms outlined in clauses 9, 10 and 11 of the Award.

- (a) full-time;
- (b) part-time; or
- (c) casual

41. Hours of Work

41.1 An average of 38 hours per week shall be worked on one of the following basis:

- (a) 38 hours within a one-week work cycle
- (b) 76 hours within a fortnightly work cycle
- (c) 152 hours within a four weekly work cycle

41.2 Not more than ten (10) hours exclusive of meal breaks (except if paid at overtime rates) shall be worked in any one day.

41.3 The ordinary hours of work will be worked on no more than 5 days in any 7-day period and may be worked as follows:

- (a) On any day from Monday to Friday between 7.00am and 6.00pm for the following groups of employees:
 - School Administration Services
 - Curriculum/Resource Services
 - Well-being Services
 - Classroom Support Services
- (b) On any day from Monday to Friday between 6.00am and 6.00pm for School Operational Services in the following groups of employees:
 - Gardening Staff
 - Maintenance Staff
- (c) On any day from Monday to Friday between 6.30am and 6.30pm for the following employees:
 - Nursing Services
- (d) On any day from Monday to Sunday between 6.00am and 6.00pm for the following employees:
 - School Operational Services (Security/Caretaking)

42. Overtime

42.1 An employee will be paid overtime for all authorised work performed outside of or in excess of the ordinary or rostered hours according to clause 21 of the Award.

43. Time in Lieu of Overtime

43.1 Employees, who work overtime at the request of the Principal or his/her nominated officer of the College, will be eligible for time off in lieu of overtime payment.

43.2 Time in lieu of overtime payment will be calculated at the rate of ordinary hours.

43.3 The feasibility of taking time in lieu of overtime is based on cooperation and trust among employees, supervisors and management. Staff levels must be adequate at all times to ensure effective communication, the proper discharge of day-to-day functions and responsibilities, as well as safeguarding the operational efficiency of the College.

- (a) This time off will be taken at an agreed time, convenient to the College.
- (b) Time in lieu ordinarily should be taken within four (4) weeks of time being accrued, however, the employer and employee may agree for the employee to take time off at a later date save that time in lieu of overtime will not accrue from one year to the next.
- (c) Where agreed time in lieu has not been taken, the College must, if requested by the employee, provide payment, at the rate provided for the payment of overtime, in accordance with clause 42.1 for any overtime worked.

44. Job Sharing

44.1 Job sharing can only occur in a position, which is deemed to be a full-time position. Job sharing is an arrangement where two employees voluntarily share all the duties and responsibilities of a permanent full-time position. Job sharing is, by necessity, completely voluntary on the part of the job share partners.

- (a) Employees who choose to job share will continue to participate in Staff development programs such as professional development and performance appraisal.
- (b) If appropriate, job sharing may be available by agreement between the Principal as the representative of the employer, relevant supervisor and the employees concerned.
- (c) The employer will coordinate employees' requests in relation to job sharing. These requests must include a detailed proposal, which details how the job-sharing arrangement can be made operational to suit the needs of the College.
- (d) The job sharers, in conjunction with the appropriate supervisor and the Chief Financial Officer, will determine how the job is to be split and agree to the hours of duty within the spread of ordinary hours.
 - The hours of work of the job share team shall not exceed the average hours per four weekly cycle or an average thereof.
 - A job sharer's four weekly cycle hours will be set as the ordinary pattern of hours' and will not be changed except by mutual consent of both the job sharers and the employer.
- (e) Communication between the job sharers of a position is considered to be of vital importance in order to safeguard operational efficiency and effective provision of service. Where continuity is needed, each sharer's normal established hours should include time for mutual discussion and briefing.
- (f) In the case of a short-term absence, such as personal leave or carer's leave of one of the job sharers, the remaining job sharer may volunteer to relieve.
- (g) In the case of planned or structured absence or leave, the job sharers may elect to take such leave conjointly. Should the leave be taken separately, the remaining job sharer may volunteer to relieve. Where business needs of the College dictate that the absence of the job sharer be covered, it is seen as highly desirable that the remaining job sharer be prepared to relieve.
- (h) Where a planned or structured absence or leave of one job sharer is relieved by the remaining job sharer the aggregate number of hours worked by the remaining job sharer shall not exceed those of a full-time employee.
- (i) A job sharer who volunteers to relieve in the other portion of the job-sharing position during a period of authorised absence or leave shall only be entitled to payment at single time for the periods when relief is given.
- (j) Subject to the Agreement, job sharers receive pro rata pay and conditions including fringe benefits, for the relevant classification of the position filled in proportion to the hours worked by each job sharer.
- (k) The working arrangements and responsibilities for a particular position shall be mutually determined by the employer and the job sharers. The job-sharing agreement shall include any variations to the working arrangements and responsibilities that may be required from time to time.
- (l) The number of hours to be worked by each job sharer, when and how those hours are to be worked, overlap time, and the position description for the position shall be set out in writing by the employer upon beginning the job share arrangement and at any other time when a variation occurs. The position description issued will be that prepared for the established position.
- (m) The status, classification, nature and responsibility of a position shall not alter whether the position is being filled on a share or individual basis.
- (n) An individual job sharer may indicate their intention to terminate a job-sharing arrangement on giving the required amount of notice in writing to the Principal as the representative of the employer.

- (o) In the event one job sharer vacates the position for whatever reason, the remaining job sharer's employment is secure. There are four ways in which the remaining job sharer can be employed:
 - remain as part-time and continue with the position, which converts to a part-time position;
 - convert to full-time status and assume all responsibility for the position.
 - continue to share the position with a new job share partner. In this case the employer will actively endeavour to find a new job share partner and a new agreement is to be negotiated.
 - move to another part-time position (at the same number of hours as was for the previous job share arrangement).
- (p) A change in mode of employment from full-time or part-time to job sharing or vice versa does not break the continuity of employment. All accrued benefits are transferable from one mode of employment to another.

PART H - CONDITIONS OF EMPLOYMENT FOR MUSIC TUTORS

45. Interaction

45.1 This part sets out the conditions which apply to a Music Tutor. Where there is an inconsistency between relevant sections of the Agreement and Part H, Part H shall apply.

46. Types of Employment

46.1 Music Tutors will be employed in one of the following categories:

- (a) full-time employment;
- (b) part-time employment;
- (c) sessional employment; or
- (d) fixed-term employment

46.2 Full-time employment

- (a) A full-time music tutor's hour of work will be 38 hours per week averaged over a period of 12 months.
- (b) The face to face teaching hours of a full-time music tutor will be 27 hours per week.

46.3 Part-time employment

- (a) The employer may employ a Music Tutor on a part-time basis in accordance with this Agreement
- (b) A part-time Music Tutor is entitled to receive all entitlements under this Agreement on a pro-rata basis.
- (c) The employer will set out in writing a part-time Music Tutor's time fraction upon engagement of the Music Tutor or at any other time when a variation occurs.
- (d) A variation of part-time hours may occur due to changing operational needs. The College may reduce a part-time Music Tutor's hours of work by 30% or less. If the reduction is more than 30% in any school year, clause 37 (Redundancy) will apply and the Music Tutor may choose redundancy.
- (e) Discussion will be held in regard to any variation of part-time hours sought by the College. If there is no agreement for a reduced time fraction, then 4 weeks' notice in writing will be provided and salary maintained for those 4 weeks.
- (f) Where a part-time music tutor works hours in addition to the time fraction referred to in clause 47.3(c) the Music Tutor will be paid the ordinary hourly rate plus a casual loading of 25%. Additional hours worked by a part-time Music Tutor in accordance with

this clause do not accrue leave entitlements under this Agreement or the NES.

46.4 Sessional employment

- (a) The Employer may employ a Music Tutor to work on a sessional basis in accordance with this Agreement.
- (b) A Music Tutor employed on a sessional basis will be paid an hourly rate not less than the rate prescribed in Schedule B.
- (c) A sessional Music Tutor is not entitled to any of the following benefits under this Agreement:
 - (i) Notice of termination of employment;
 - (ii) Redundancy;
 - (iii) Remuneration packaging;
 - (iv) Annual leave;
 - (v) Leave loading;
 - (vi) Public holidays;
 - (vii) Paid personal/carer's leave;
 - (viii) Paid compassionate leave;
 - (ix) Paid parental leave;
 - (x) Paid leave for dealing with family and domestic violence;
 - (xi) Accident makeup pay;
 - (xii) Tuition fee discount;
 - (xiii) Performance and conduct management
- (d) A sessional Music Tutor is required to attend the workplace only for contracted hours of work.
- (e) A sessional Music Tutor will be entitled to be engaged and paid for a minimum of two hours for each engagement

46.5 Fixed-term employment

- (a) The Employer may employ a Music Tutor on a fixed-term basis in accordance with this Agreement.
- (b) A fixed-term Music Tutor is not entitled to any of the following benefits under this Agreement:
 - (i) Redundancy;
 - (ii) Infectious diseases leave;
 - (iii) Paid parental leave;
 - (iv) Tuition fee discount;
 - (v) Notice of termination of employment where the date of cessation of employment is stated at the time of the employment

47. **Hours of Work**

- 47.1 The ordinary hours of work for a full-time Music Tutor are 38 hours per week averaged over a period of 12 months, which are comprised of face-to-face teaching hours and other associated

professional activities.

47.2 The face-to-face teaching hours of work for a Music Tutor are comprised of:

- (a) Regular and scheduled individual and group tutoring sessions
- (b) Regular and scheduled ensemble practices or small group face-to-face classroom instruction
- (c) Regular and scheduled preparation, accompaniment and performance of students for concerts, recitals, exams, school productions, exams and school events

47.3 In addition to face-to-face duties, a Music Tutor will have other duties, including but not limited to:

- (a) Attending school assemblies as required;
- (b) Attending and supporting students at concerts, recitals, exams, school productions and school events;
- (c) Attending staff meetings and collaborative planning sessions as required;
- (d) Engaging in ongoing professional learning and professional development/whole staff days;
- (e) Setting up for Performing Arts events;
- (f) Individual planning, assessment and reporting;
- (g) Meeting and communication with parents as directed by the Learning Leader or Head of School;
- (h) Attendance at music camps;
- (i) Attendance at public event performances;
- (j) Any other duties as determined by the Employer as necessary for the Music Tutor to perform the role.

47.4 Any other duties comprising not more than the hours provided for during Non-attendance weeks, which are averaged over the school year. These duties and hours, which will not attract any additional payment, can occur outside of the spread of hours (including weekends and Non-attendance Time).

47.5 Unless otherwise agreed between a Music Tutor and the College, the spread of hours for Music Tutors will be on any day from Monday to Saturday between 6.00am and 6.00pm.

48. Overtime

48.1 Any hours worked by a Music Tutor do not attract penalty rates or overtime loadings under this Agreement.

49. Leave Without Pay During Non-Term Weeks

49.1 A Music Tutor is required to take six (6) weeks as leave without pay. Such periods of leave will count as service for the purpose of accruing leave entitlements and will not break continuity of service. The annual salary for a Music Tutor as outlined in Schedule B has been adjusted to take into account the period of leave without pay taken during non-term weeks.

SCHEDULE A - SALARIES FOR ALL EMPLOYEES (OTHER THAN MUSIC TUTORS)

1. Classification Level and Progression

- (a) All employees will be classified according to the structure set out in Schedule A of the Award.
- (b) Where there is more than one minimum pay point for a classification level, an employee will be eligible for movement to the next highest pay point within the classification level after each 12-month period of continuous service.

2. Rates of Pay

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

2.1 Annual rates of pay (52/52)

The following **annual** rates of pay will be paid to all full-time Educational Services Staff with 5 weeks annual leave.

Grade	Years of Experience	2022	2023 2%	2024 2%	2025 2%	2026 2%
1	1	52,417	53,465	54,535	55,625	56,738
	2	54,693	55,787	56,903	58,041	59,201
	3	56,976	58,116	59,278	60,463	61,673
	4	59,256	60,441	61,650	62,883	64,141
	5	61,785	63,021	64,281	65,567	66,878
2	1	63,428	64,697	65,990	67,310	68,657
	2	65,300	66,606	67,938	69,297	70,683
	3	67,168	68,511	69,882	71,279	72,705
	4	68,520	69,890	71,288	72,714	74,168
	5	69,571	70,962	72,382	73,829	75,306
3	1	71,605	73,037	74,498	75,988	77,508
	2	73,624	75,096	76,598	78,130	79,693
	3	75,633	77,146	78,689	80,262	81,868
	4	77,601	79,153	80,736	82,351	83,998
	5	79,639	81,232	82,856	84,514	86,204
4	1	82,274	83,919	85,598	87,310	89,056
	2	84,297	85,983	87,703	89,457	91,246
	3	86,261	87,986	89,746	91,541	93,372
	4	88,299	90,065	91,866	93,704	95,578
5	1	90,872	92,689	94,543	96,434	98,363
	2	92,907	94,765	96,660	98,594	100,566
	3	94,930	96,829	98,765	100,740	102,755
	4	96,756	98,691	100,665	102,678	104,732
6	1	100,429	102,438	104,486	106,576	108,708
	2	102,993	105,053	107,154	109,297	111,483
	3	105,564	107,675	109,829	112,025	114,266
7	1	110,311	112,517	114,768	117,063	119,404
	2	114,007	116,287	118,613	120,985	123,405
	3	117,826	120,183	122,586	125,038	127,539
8	1	121,774	124,209	126,694	129,228	131,812
	2	125,852	128,369	130,936	133,555	136,226
	3	130,069	132,670	135,324	138,030	140,791

2.2 Annual rates of pay (46/52)

The following **annual** rates of pay will be paid to all full-time Educational Services Staff who work Term time only. These rates of pay are based on a 46-week year (to take account of 41 term weeks, 5 weeks of annual leave and 6 weeks of leave without pay).

Grade	Years of Experience	2022	2023 2%	2024 2%	2025 2%	2026 2%
1	1	46,209	47,133	48,075	49,037	50,018
	2	48,215	49,179	50,163	51,166	52,189
	3	50,228	51,232	52,257	53,302	54,368
	4	52,238	53,283	54,348	55,435	56,544
	5	54,467	55,556	56,668	57,801	58,957
2	1	55,916	57,035	58,175	59,339	60,526
	2	57,566	58,717	59,892	61,089	62,311
	3	59,213	60,397	61,605	62,838	64,094
	4	60,405	61,613	62,845	64,102	65,384
	5	61,331	62,558	63,809	65,085	66,387
3	1	63,125	64,387	65,675	66,988	68,328
	2	64,904	66,202	67,526	68,877	70,254
	3	66,675	68,009	69,369	70,756	72,172
	4	68,411	69,779	71,174	72,598	74,050
	5	70,206	71,611	73,043	74,504	75,994
4	1	72,530	73,981	75,460	76,969	78,509
	2	74,313	75,800	77,316	78,862	80,439
	3	76,045	77,566	79,117	80,699	82,313
	4	77,841	79,398	80,986	82,605	84,257
5	1	80,110	81,712	83,346	85,013	86,713
	2	81,903	83,541	85,212	86,916	88,655
	3	83,687	85,360	87,068	88,809	90,585
	4	85,297	87,003	88,743	90,518	92,328
6	1	88,534	90,305	92,111	93,953	95,832
	2	90,795	92,611	94,463	96,352	98,279
	3	93,061	94,922	96,821	98,757	100,732
7	1	97,246	99,191	101,175	103,198	105,262
	2	100,505	102,515	104,565	106,657	108,790
	3	103,871	105,949	108,068	110,229	112,433
8	1	107,351	109,498	111,688	113,922	116,201
	2	110,947	113,166	115,429	117,738	120,093
	3	114,664	116,957	119,296	121,682	124,116

2.3 **Annual rates of pay 48/52**

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

Grade	Years of Experience	2022	2023 2%	2024 2%	2025 2%	2026 2%
1	1	48,430	49,398	50,386	51,394	52,422
	2	50,531	51,542	52,573	53,624	54,697
	3	52,637	53,690	54,763	55,859	56,976
	4	54,741	55,835	56,952	58,091	59,253
	5	57,077	58,219	59,383	60,571	61,782
2	1	58,547	59,718	60,913	62,131	63,374
	2	60,275	61,480	62,710	63,964	65,243
	3	62,003	63,243	64,508	65,798	67,114
	4	63,249	64,514	65,804	67,120	68,463
	5	64,220	65,504	66,814	68,150	69,514
3	1	66,096	67,417	68,766	70,141	71,544
	2	67,961	69,320	70,707	72,121	73,563
	3	69,815	71,211	72,636	74,088	75,570
	4	71,630	73,063	74,524	76,015	77,535
	5	73,512	74,982	76,481	78,011	79,571
4	1	75,944	77,463	79,012	80,592	82,204
	2	77,812	79,368	80,955	82,574	84,226
	3	79,625	81,217	82,842	84,499	86,189
	4	81,506	83,136	84,799	86,495	88,225
5	1	83,881	85,559	87,270	89,015	90,796
	2	85,759	87,474	89,224	91,008	92,828
	3	87,626	89,378	91,166	92,989	94,849
	4	89,313	91,099	92,921	94,780	96,675
6	1	92,705	94,559	96,450	98,379	100,347
	2	95,066	96,967	98,906	100,884	102,902
	3	97,443	99,392	101,380	103,407	105,475

SCHEDULE B - SALARIES FOR MUSIC TUTORS

1. Classifications – Music Tutors

A Music Tutor will be classified at either Level 4.4, Level 5.4, or Level 6.3.

Classification Level	Qualifications and Experience
Level 4.4	A Music Tutor with little to no experience teaching students and does not hold a recognised teaching or music tertiary qualification.
Level 5.4	A Music Tutor with over five years of experience teaching students and does not hold a recognised teaching or music tertiary qualification
Level 6.3	A qualified Music Tutor with either: <ul style="list-style-type: none"> • A Bachelor of Music (or higher tertiary qualification) from a recognised institution • VIT registration

- (a) On appointment, a Music Tutor will be classified and placed on the appropriate level, according to their qualifications and teaching experience.
- (b) A Music Tutor will progress to the next level when they have obtained the necessary qualifications and/or experience applicable to that level.

2. Rates of Pay – Music Tutors (other than Sessional Music Tutors)

- (a) A full-time Music Tutor will be paid not less than the **annual** rate of pay specified for the Music Tutor's classification prescribed in the following table.
- (b) The following rates of pay are based on a 46-week year (to take account of 41 term weeks, 5 weeks of annual leave and 6 weeks of leave without pay).

Annual rates of pay (46/52)

Classification Level	2022	2023 2%	2024 2%	2025 2%	2026 2%
Level 4.4	77,841	79,398	80,986	82,605	84,258
Level 5.4	85,297	87,003	88,743	90,518	92,328
Level 6.3	93,061	94,922	96,821	98,757	100,732

3. Rates of Pay – Sessional Music Tutors

- (a) Billanook College will pay a Sessional Music Tutor an hourly rate not less than the rate as specified in the following table.
- (b) This is a flat rate paid for all levels of work undertaken, from individual lessons to ensembles and accompaniment and is inclusive of any casual loading.

	2022	2023	2024	2025	2026
Sessional	74.00	76.00	78.00	80.00	82.00

EXECUTED as an agreement this 14th day of JUNE 2023

EMPLOYER REPRESENTATIVE

Signed: 

Date: 14/6/23

Name in full (printed): ROGER B. A. OATES

Position title: PRINCIPAL

Authority to sign explained: College Representative

Address: Unit 508 / 160 Whitehorse Road, BLACKBURN, 3130, VIC

Witnessed by: 

Witness name in full: KARIN M. THOMPSON

Witness address: 19 JANSON COURT, CROYDON NORTH 3136

EMPLOYEE REPRESENTATIVE

Signed: 

Date: 14/6/2023

Name in full (printed): MARISKA BUNN

Position title: PAYROLL AND FINANCE OFFICER

Authority to sign explained: EMPLOYEE REPRESENTATIVE

Address: 108 LOMOND AVE, KILSYTH, 3137

Witnessed by: 

Witness name in full: KARIN M. THOMPSON

Witness address: 19 JANSON COURT, CROYDON NORTH 3136