



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Billanook College Ltd
(AG2023/975)

BILLANOOK COLLEGE LTD (TEACHERS) ENTERPRISE AGREEMENT 2023

Educational services

COMMISSIONER LEE

MELBOURNE, 10 MAY 2023

Application for approval of the Billanook College Ltd (Teachers) Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Billanook College Ltd (Teachers) Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Billanook College Ltd. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 May 2023. The nominal expiry date of the Agreement is 31 December 2026.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/975Applicant:
Billanook College Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Roger Oates, Principal have the authority given to me by Billanook College Ltd to give the following undertakings with respect to the Billanook College Ltd (Teachers) Enterprise Agreement 2023 ("the Agreement"):

1. Where a casual Teacher (including a Early Childhood Teacher) would otherwise be classified at Level 5 under the Educational Services (Teachers) Award 2020 (Teachers Award) and is engaged to work five (5) or more consecutive days, they will be paid an additional \$1.00 on top of the full day or half day rate under the Teachers Award. The Employer will apply the classification provisions under the Teachers Award to determine whether the casual teacher would be classified at Level 5.
2. Delete Clause 17.2 of the Agreement and replace with the following:
 - 17.2(a) A casual relief Teacher will be employed for a full day or half day.
 - 17.2(b) A part-time Teacher required to work in a casual relief role at a time he or she would not ordinarily work will be paid at the casual hourly rate for such work.
 - 17.2(c)

| | 2023 | 2024 | 2025 | 2026 |
|----------|--------|--------|--------|--------|
| Full Day | 409.18 | 417.41 | 425.80 | 434.36 |
| Half Day | 204.59 | 208.70 | 212.90 | 217.20 |

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



 Signature

 8 May 2023

Date

Billanook College Ltd (Teachers) Enterprise Agreement 2023

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

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PART A – APPLICATION AND OPERATION

1. Title

The Agreement shall be known as the Billanook College Ltd (Teachers) Enterprise Agreement 2023 (“the Agreement”).

2. Application

This Agreement applies to all Teaching 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 (Teachers) Award 2020*.

3. Definitions and Interpretations

| | |
|------------------------------|--|
| Act | means the Fair Work Act 2009 (C'th) or its successor(s) |
| Attendance Time | means all days of the School Year less the non-attendance time and the period of annual leave |
| Award | means the Educational Services (Teachers) Award 2020 or its successor(s) |
| Board | means group of voluntary professionals who are responsible for the overall management and strategic direction of the College |
| 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 |
| Director of Learning | means Director of Learning of Billanook College or his or her nominee |
| Employee | means a person covered by this Agreement |
| Employer | means Billanook College Ltd (ABN: 37 005 705 555) |
| FWC | means Fair Work Commission |
| Heads of School | means the Heads of Primary, Middle and Senior School who are members of the College Leadership Team of Billanook College |
| 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 |
| 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 for Victorian government Teachers. Non-attendance includes four weeks' annual leave |
| 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 |
| Principal | means Principal of Billanook College or his or her nominee |
| Deputy Principal | means Deputy Principal of Billanook College or his or her nominee |
| 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 |
| Shut Down Period | means the period or periods where the employer shuts down the business, or any part of the business, in which the Teacher works |
| Staff | means all employees of Billanook College |
| Teacher | means a person who holds Full or Provisional Registration or Permission to Teach Registration granted by the Victorian Institute of Teaching pursuant to Division 3 and Division 3A of Part 2.6 of Chapter 2 of the Education and Training Reform Act 2006 (Vic) and is employed to teach an educational program. This definition includes a qualified Teacher Librarian but does not include a person employed as a Principal or a Deputy Principal, by whatever name called. |
| 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 |

| | |
|--|---|
| Victorian Institute of Teaching | means the statutory authority for the registration of Teachers established pursuant to the <i>Education and Training Reform Act 2006</i> (Vic) or its successor |
| WIRC Act | means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or its successor(s) |

4. Coverage

- 4.1 This is a single Agreement made pursuant to s.172(2) of the *Fair Work Act 2009* (C'th)
- 4.2 The Agreement covers:
- all Teaching staff (as defined in Clause 3 of this Agreement)
 - the employer
- 4.3 This Agreement does not cover:
- The Principal, Deputy Principal, Heads of School or Director of Learning;
 - an employee who is covered by the *Educational Services (Schools) General Staff Award 2020*; or
 - any Teacher 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* (Cth).
- 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 (Teachers) Award 2020

- 6.1 The terms of this Agreement shall incorporate the *Educational Services (Teachers) 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 improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the employer and the employees, and that no further claims will be made prior to the nominal expiry date set out in Clause 5.2 hereof.

8. The National Employment Standards

- 8.1 The National Employment Standards (NES) as contained in Part 2.2 of the Act are the minimum entitlements to which an employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 8.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

9. Agreement Flexibility

- 9.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;

- allowances;
 - leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.
- 9.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 9.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
- the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- 9.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

PART B – CONSULTATION AND DISPUTE RESOLUTION

10. Consultation

10.1 This clause applies if the employer:

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

In this clause relevant employees 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, FWC 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 Teachers will ordinarily undertake a minimum of thirty (30) hours per year of professional development. 15 hours per year shall be in the Teacher's own time and 15 hours per year shall be during Term time.
- 13.3 Professional learning can, amongst a range of other activities, take the form of conferences, seminars, networking, professional reading, 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 15 hours within working hours for the purposes of professional learning.
- 13.4 In order to realise the goals of:
- Developing a learning culture and one of excellence
 - Building capacity within students and staff
 - Effectively utilising ICT to facilitate and enhance learning
 - Providing a 21st century model of learning
- Employees make a commitment to:
- Build digital literacy skills
 - Utilise ICT to facilitate and enhance learning
 - Adopt a learning culture
 - Standards of excellence in learning outcomes
 - Making learning visible for students
 - Implement the College's curriculum model and attend specific training and professional learning activities provided by the College for this purpose
- 13.5 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. Performance Appraisal

- 15.1 The Performance Appraisal is an opportunity for both employer and employee to reflect on the effectiveness of the employee's performance and is a learning process for both the individual and organisation, recognising dual accountability to improved performance and development.
- 15.2 The objectives of the appraisal process are to:
- acknowledge areas of achievement and provide feedback on performance.
 - identify areas which may improve job satisfaction and efficiency.
 - identify any difficulties and the means to resolve these.
 - identify training and development needs.
 - strengthen working relationships between management and staff and
 - enhance communication between both parties.

- 15.3 The appraisal will have measurable outcomes that facilitate an improvement in performance and also achieve the following:
- acknowledgement of good practice and affirmation.
 - concerns explored in an open, honest and non-threatening way.
 - a personal learning plan.
 - agreement regarding achievable goals for the next review period.
 - revised duty statement where appropriate
- 15.4 The appraisal process will involve both self-reflection and nominated peer feedback as well as the opportunity to share reflections on professional practice with a Direct Report in a trusting, open and mutually supportive climate. A summative report and meeting with the Principal follow.
- 15.5 A full appraisal will be conducted biennially.
- 15.6 Professional goals and learning plans will be reviewed annually.
- 15.6 The employer will not use this process in substitution for or as an alternative to due process.

16. Leading Teacher (Classroom)

A Teacher can pursue career opportunities as a Leading Teacher in the classroom. In recognition of highly skilled classroom practice at Billanook College an eligible Teacher may apply for appointment to a promotional teaching position as a leading classroom Teacher.

16.1 **Eligibility:** All full-time and part-time Teachers who have been classified at L10 for twelve months or more will be eligible to apply for Leading Teacher (Classroom) level.

- (a) Teachers must also have given at least one year of service at Billanook College prior to their application.
- (b) Appointment to this classification cannot be held concurrently with a designated Position of Responsibility.

16.2 Duties

A Leading Teacher (Classroom) is a skilled classroom Teacher who undertakes a full classroom teaching load and who provides educational leadership within the School in the following ways:

- Commitment to the education and development of those who intend to join the teaching profession by supervising pre-service teacher practicum placements (minimum of one placement per year).
- Mentoring of graduate Teachers (minimum of one per year).
- Leading and conducting professional learning programs and activities on a regular basis (minimum of two per Semester).
- Be an expert reference in teaching and learning styles.
- Teaching of model lessons (one class per cycle).
- Trial and practice new teaching and learning methodologies.

16.3 Selection Criteria

- (a) Teachers promoted to Leading Teacher (Classroom) will demonstrate a highly-accomplished level of teaching along with the ability to guide, assist and support other Teachers. In addition, evidence of leadership is required in the areas of professional knowledge, professional practice and professional engagement in line with the Australian Professional Standards for Teachers. This can be expressed in at least five of the following areas as well as professionalism.
 - Curriculum Development and Implementation with particular reference to current trends, recognising individual differences, whole School planning, a commitment to transformation of the learning process, including the use of ICT and implementation of curriculum policy.
 - Pastoral Care with particular reference to developing independence and responsibility, implementing protective behaviours, principles and strategies, organising and developing extra-curricular activities, supporting student leadership.
 - Classroom Management and Discipline with particular reference to management of the learning environment and the promotion of self-discipline and self-esteem.

- Assessment, Evaluation and Record Keeping with particular reference to forms of assessment and record keeping, modes of feedback and reporting and any action taken on assessment findings.
- Pedagogical Skills with particular reference to the use of a variety of pedagogy, role as a facilitator of learning, awareness of how children learn and different learning styles.
- Other with particular reference to responsibilities for the implementation of innovative programs of recognised educational value, leadership or major contributions to a working committee/taskforce.
- Professionalism with particular reference to professional learning, personal standards of conduct, contributions to the team, support of colleagues, contribution to the profession and support of School goals.

(b) Evidence may take the form of existing material comprising of:

- course outlines, lesson plans, work sheets, video or testament of observed lesson(s), student survey, letters of commendation, reports, notices, mark books, student work, appraisal summary, photographs, published material, conference/seminar presentations.

16.4 **Application Process**

- An eligible Teacher can apply to the Principal for promotion to Leading Teacher (Classroom)
- The application will provide the Principal with detailed evidence relating to the achievement of the selection criteria.
- Two referees are to be nominated by the applicant and two referees are to be nominated by the Principal.
- Not more than one application shall be made per annum.
- All applicants have a right to an interview. Interviews will be generally held within two weeks of receipt of the complete application including references.
- The interview will be conducted by the Principal and/or his nominee. The applicant may be supported by a colleague who has observer status only. The candidate will be invited through discussion to demonstrate her/his eligibility for appointment as Leading Teacher.
- The candidate would be expected to nominate how she/he would contribute to the College as a Leading Teacher.
- The outcome of the interview is to be communicated in writing to the applicant within one week of the interview.
- Where an application for promotion to this classification is rejected a written statement shall be given to the applicant advising how the selection criteria have not been met.
- Within one week of such advice an appeal may be lodged, in writing stating the grounds of the appeal. The appeal panel shall consist of the Principal or his nominee, a Head of the School and a nominee of the applicant. The decision will be determined based on the letter of appeal, the written application and Principal's comments.
- The written result of the appeal will be provided advising of the decision within one week of the letter of appeal being submitted to the Principal.

16.5 **Annual Leading Teacher Plan**

A staff member holding the Leading Teacher Classification should meet with the Principal each year, commencing in November, to outline their Leading Teacher Plan. The Leading Teacher Plan will outline how the Leading Teacher intends on meeting the Key Accountabilities as outlined above.

16.6 **Performance Appraisal**

A performance appraisal will be conducted pursuant to Clause 15 on an annual basis.

16.7 **Tenure**

Appointment to Leading Teacher Classification will be subject to ongoing satisfactory performance.

- (a) Should a LTC Teacher fail to maintain/meet satisfactory performance the LTC classification level will be withdrawn and the Teacher will revert to their previous classification level.

PART D – REMUNERATION

17. Remuneration and Classifications

17.1 Schedule of Rates of Pay

The following **annual** rates of pay will be paid to all full-time, registered Teachers. These rates will replace those specified in Clause 17.1 of the Award.

| Level | 2022 | 1 January 2023 | 1 January 2024 | 1 January 2025 | 1 January 2026 |
|-------|---------|----------------|----------------|----------------|----------------|
| 1 | 78,341 | 79,908 | 81,506 | 83,136 | 84,799 |
| 2 | 82,661 | 84,314 | 86,001 | 87,721 | 89,475 |
| 3 | 84,965 | 86,664 | 88,398 | 90,166 | 91,969 |
| 4 | 87,557 | 89,308 | 91,094 | 92,916 | 94,775 |
| 5 | 90,150 | 91,953 | 93,792 | 95,668 | 97,581 |
| 6 | 92,742 | 94,597 | 96,489 | 98,419 | 100,387 |
| 7 | 95,766 | 97,681 | 99,635 | 101,628 | 103,660 |
| 8 | 98,646 | 100,619 | 102,631 | 104,684 | 106,778 |
| 9 | 101,958 | 103,997 | 106,077 | 108,199 | 110,363 |
| 10 | 113,725 | 116,846 | 119,195 | 121,590 | 122,806 |
| LTC | 116,605 | 118,937 | 121,316 | 123,742 | 126,217 |

The Employer and Teaching Staff agree that teacher's salaries are set at a figure of no less than 3.5% above those paid to Victorian State Government teachers unless higher as indicated in the above schedule.

17.2 Casual Rate of Pay

- (a) The casual rate of pay will be no less than the rate of pay as prescribed by the Department of Education and Training for Victorian Government Schools.
- (b) A Casual Relief Teacher will be employed for a full day or half day (or quarter day for an Early Childhood Teacher).
- (c) A part-time Teacher required to work in a casual relief role at a time he or she would not ordinarily work will be paid at the casual rate for such work.

| | 2022 | 2023 | 2024 | 2025 | 2026 |
|-------------|--------|--------|--------|--------|------------------------------------|
| Full Day | 401.12 | 409.18 | 417.41 | 425.80 | Yet to be determined by the DETVGS |
| Half Day | 200.56 | 204.59 | 208.70 | 212.90 | |
| Quarter Day | 100.28 | 102.29 | 104.35 | 106.45 | |

17.3 Recognition of Additional Qualifications

- (a) A Teacher shall be entitled to move up the incremental salary scale by one level upon the successful completion of an approved post-graduate Masters degree or higher degree relevant to their role.
- (b) The qualification must be attained from an approved Australian tertiary institution and must be equivalent to at least one year of full-time study.
- (c) The Teacher must advise the school in writing of the acquisition of additional qualifications and must produce satisfactory evidence to support the request.
- (d) The provisions of this clause apply from the operative date as specified in Clause 5.1 and will not be backdated. The employee will be paid from the date that satisfactory evidence is provided.
- (e) The provisions of this clause only apply to Teachers on levels 1 to 9 of the salary scale.

18. Superannuation

- 18.1 The Superannuation Guarantee Charge (SGC) is paid by the College into a “choice of fund” nominated by the employee.
- 18.2 Only where an employee voluntarily contributes a minimum of 6% to superannuation, the employer will commit to pay an additional 1% above the SGC.
- 18.3 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.

19. Accident Make Up Pay

- 19.1 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.
- 19.2 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 the following entitlement under this Agreement or under the Act (where relevant) for the duration of any such absence:
- Paid personal/carer’s leave

20. Allowances

20.1 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.

20.2 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. Salary Packaging

21.1 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.

21.2 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.

22. Staff Tuition Fee Discount

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

23. Student Teacher Payments

23.1 Teachers will be presented the choice by the College to receive payment for the supervision of a pre-service teacher as opposed to monies received from the university being placed in the professional learning budget for the benefit of all staff.

23.2 Should a Teacher request to receive payment for the supervision of a pre-service teacher, it is understood they would be responsible for all administrative tasks associated with the placement.

23.3 Clause 23.1 is not applicable to a Leading Teacher as the supervision of pre-service teachers is already considered part of their responsibilities.

PART E - HOURS OF WORK AND RELATED MATTERS

24. Duties of a Teacher

24.1 The duties of a Teacher may include in addition to teaching, activities associated with pastoral care of students, administration, review, development and delivery of educational programs and co-curricular activities.

25. Hours of Work

25.1 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.

25.2 Where a Teacher is employed for part only of a school year, the averaging will be for that part of the school year.

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

25.4 The employer will determine the ordinary full-time face-to-face teaching hours per week and the professional duties to be allocated to the Teacher.

26. Non-Attendance Time

26.1 A Teacher is not required or requested to attend at the school 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.

- 26.2 Non-Attendance Time is not a period of authorised leave for the purpose of the Act.
- 26.3 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 26.4.
- 26.4 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:

| |
|--|
| $\frac{\text{Teacher's Attendance Time} * \text{Non-Attendance Time}}{\text{School's Attendance Time}} - \text{Non-Attendance Time weeks already taken}$ |
|--|

* less period of leave without pay in excess of ten (10) days

All amounts in weeks or part-weeks.

27. Annual Leave

- 27.1 Annual Leave is in accordance with the NES (Part 2-2, Division 6), except where this Agreement provides ancillary or supplementary terms. This clause does not reproduce Division 6 of Part 2-2 of the Act in full.
- 27.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous employment on a pro rata and cumulative basis.
- 27.3 A Teacher must take annual leave during Non-term weeks. Leave must generally be taken in the Shut Down Period immediately following the final term week of the current school year. The Shut Down Period may differ for individual Teachers, depending on work commitments and activities. A Teacher and the employer may agree in writing that the Teacher performs duties during all or part of the Shut Down Period and defer taking the equivalent period of annual leave to another time.
- 27.4 A Teacher will take all accrued annual leave during the Shut Down Period
- 27.5 Where the Teacher has not accrued sufficient annual leave to cover the Shut Down Period, the Teacher is entitled to unpaid leave.

28. Part-Time Employment

- 28.1 A part-time Teacher may expect to undertake a proportionate amount of duties normally expected of full-time Teachers.
- 28.2 The duties and number of hours required (including face-to-face teaching) to be undertaken by a part-time Teacher shall be set out in writing by the employer upon engagement of the Teacher and at the beginning of each school year or at any other time that a variation occurs.
- 28.3 Part-time employment may be pursued on a job-sharing basis pursuant to Clause 30 of the Agreement.

29. Minimum Employment Period

- 29.1 An employee's employment is contingent upon the satisfactory completion of a six (6) month minimum term employment period as defined by the Fair Work Act.
- 29.2 If the employer is to terminate the employment of an employee within the minimum employment period, the employer does not need to comply with any due process, performance or conduct management policies or procedures in place from time to time.
- 29.3 If the employer is to terminate the employment of an employee within the minimum employment period, the employee is entitled to four weeks' notice or payment in lieu of notice.
- 29.4 If the employee is to resign within the minimum employment period, then the employee is required to give the same notice required of the employer in Clause 29.3 above.

30. Job Sharing

- 30.1 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 direct report, 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 job sharers normal established hours should include time for mutual discussion and briefing.
 - (f) In the case of a short-term absence, such as personal leave or carer's leave of one of the job sharers, the remaining job sharer may volunteer to relieve.
 - (g) In the case of planned or structured absence or leave, the job sharers may elect to take such leave conjointly. Should the leave be taken separately, the remaining job sharer may volunteer to relieve. Where business needs of the College dictate that the absence of the job sharer be covered, it is seen as highly desirable that the remaining job sharer be prepared to relieve.
 - (h) Where a planned or structured absence or leave of one job sharer is relieved by the remaining job sharer the aggregate number of hours worked by the remaining job sharer shall not exceed those of a full-time employee.
 - (i) A job sharer who volunteers to relieve in the other portion of the job-sharing position during a period of authorised absence or leave shall only be entitled to payment at single time for the periods when relief is given.
 - (j) Subject to the Agreement, job sharers receive pro rata pay and conditions including fringe benefits, for the relevant classification of the position filled in proportion to the hours worked by each job sharer.
 - (k) The working arrangements and responsibilities for a particular position shall be mutually determined by the employer and the job sharers. The job-sharing agreement shall include any variations to the working arrangements and responsibilities that may be required from time to time.
 - (l) The number of hours to be worked by each job sharer, when and how those hours are to be worked, overlap time, and the position description for the position shall be set out in writing by the employer upon beginning the job share arrangement and at any other time when a variation occurs. The position description issued will be that prepared for the established position.
 - (m) The status, classification, nature and responsibility of a position shall not alter whether the position is being filled on a share or individual basis.

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

PART F - LEAVE

31. Long Service Leave

- 31.1 Long service leave is provided for in the NES. This clause supplements the NES provisions.
- 31.2 Employees are entitled to 13 weeks long service leave after ten (10) years of continuous employment at the College.
- 31.2 Employees are also entitled to pro rata long service leave after 7 years of continuous employment at Billanook College.
- 31.3 Employees may apply to the Principal to take long service leave on full or half pay.
- 31.4 Long service leave may be taken in conjunction with other leave at the discretion of, and by the approval of, the Principal.
- 31.5 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 proposal for long service leave include the timing of the leave and its impact upon the operations of the College.
- 31.6 An employee, whose time fraction has varied during service, will be paid at a proportionate rate determined by calculating an average of the employee's time fractions over the period of eligible service.
- 31.7 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. For parental leave up to 104 weeks of leave will be counted towards continuous employment.

32. Personal Leave

32.1 Accrued Personal Leave

- (a) Personal/carer's leave is as provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- (b) 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.

32.2 Non-accrued Personal Leave

- (a) In addition to Clause 32 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.

33. Condition for use of Personal Leave

- 33.1 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 33.2 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.
- 33.3 The entitlement in Clause 32.1 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.
- 33.4 The entitlement in Clause 32.1 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 32.1

34. Parental Leave

- 34.1 Parental leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.
- 34.2 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.
- 34.3 Where an employee, who has completed at least 12 months continuous service, is granted unpaid parental leave, as the primary caregiver, that employee is entitled to a parental allowance 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.
- 34.4 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.
- 34.5 An employee must have a minimum of 12 months continuous service, if returning from parental leave, before being eligible for a further payment of paid parental leave pursuant to Clause 34.3.
- 34.6 Where the employer employs both parents of the child, only one parent will be entitled to receive payment pursuant to Clause 34.3.
- 34.7 Paid parental leave is not payable during a period of other paid leave.

35. Infectious Diseases Leave

- 35.1 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

35.2 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.

36. Family Violence Leave

36.1 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.

36.2 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.

36.3 General Measures

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

36.4 Leave

- (a) An employee experiencing family violence will have access to ten (10) days 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 personal leave to accompany them to court, to hospital, or to mind children.

36.5 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.

37. Unpaid Leave

- 37.1 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.
- 37.2 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 G - APPOINTMENT AND TERMINATION

38. Terms of Engagement

- 38.1 On appointment, the employer will provide the employee (other than a casual employee) with a letter of appointment stating the classification and rate of salary applicable on commencement, and details for how the annual leave loading will be paid.
- 38.2 For a part-time employee, the letter of appointment will include the employee's teaching load expressed as a percentage of a full-time load in the school and that the employee's extracurricular commitment will generally be, on balance, in the same proportion to their teaching load as that of a full-time employee.
- 38.3 Where the employer engages the employee on a fixed-term basis, the letter of appointment will state the reason the employment is fixed-term, and the period of the employment.

39. Redundancy

- 39.1 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.
- 39.2 In this event the employer will hold discussions with the employee directly affected as soon as practicable.
- 39.3 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.

40. Severance Pay

- 40.1 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 |

- 40.2 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 |

41. Performance and Conduct Management

41.1 Application

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

- (a) where an employee's employment is terminated during the minimum employment period pursuant to cl.13 (Minimum employment period); or
- (b) for a casual employee.

41.2 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.

41.3 Conduct Management

- (a) Where the employer is considering termination of employment for reasons related to the employee's conduct, the employer will implement the procedure in this clause.
- (b) The employer will advise the employee in writing of:
 - the employer's concern(s) with the employee's conduct;
 - the time, date and place of the first formal meeting to discuss the employee's conduct;

- the employee's right to be accompanied by a nominee of the employee's choice at all meetings scheduled to discuss the employee's conduct;
 - the employer's right to terminate the employee's employment should the employer's concern(s) not be resolved.
- (c) Formal conduct management meetings will
- include discussion of the employer's concern(s) with the employee's conduct;
 - give the employee an opportunity to respond to the employer's concern(s);
- (d) Concern(s) with an employee's conduct may be resolved by:
- summary dismissal, where the employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period;
 - issuing the employee with a warning or a final warning in writing;
 - terminating the employment of the employee in accordance with the relevant notice provision;
 - other action, appropriate to the situation.

EXECUTED as an agreement this 3rd day of April 2023

EMPLOYER REPRESENTATIVE

Signed: _____

Date: 03/04/2023

Name in full (printed): Roger Oates

Position title: Principal

Authority to sign explained: Employer Representative

Address: 1/63 Laburnum St Blackburn

Witnessed by: Karin Thompson

Witness name in full: KARIN MICHELE THOMPSON

Witness address: 19 JANSON COURT, CROYDON NORTH 3136

EMPLOYEE REPRESENTATIVE

Signed: _____

Date: 03/04/2023

Name in full (printed): Murray David GEORGE

Position title: Secondary School Teacher

Authority to sign explained: Teacher Representative on Bargaining Committee

Address: Unit 11, 354 Mt Dandenong Rd., Croydon 3136

Witnessed by: NMS

Witness name in full: Nicole Maree Nash

Witness address: 9 Hill View Rise Mooroolbark VIC 3138

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/975

Applicant:
Billanook College Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Roger Oates, Principal have the authority given to me by Billanook College Ltd to give the following undertakings with respect to the Billanook College Ltd (Teachers) Enterprise Agreement 2023 ("the Agreement"):

1. Where a casual Teacher (including a Early Childhood Teacher) would otherwise be classified at Level 5 under the Educational Services (Teachers) Award 2020 (Teachers Award) and is engaged to work five (5) or more consecutive days, they will be paid an additional \$1.00 on top of the full day or half day rate under the Teachers Award. The Employer will apply the classification provisions under the Teachers Award to determine whether the casual teacher would be classified at Level 5.
2. Delete Clause 17.2 of the Agreement and replace with the following:
 - 17.2(a) A casual relief Teacher will be employed for a full day or half day.
 - 17.2(b) A part-time Teacher required to work in a casual relief role at a time he or she would not ordinarily work will be paid at the casual hourly rate for such work.

17.2(c)

| | 2023 | 2024 | 2025 | 2026 |
|----------|-------------|-------------|-------------|-------------|
| Full Day | 409.18 | 417.41 | 425.80 | 434.36 |
| Half Day | 204.59 | 208.70 | 212.90 | 217.20 |

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



Signature

8 May 2023

Date