

Billanook College Ltd Certified Agreement 2005

PART A - AGREEMENT FORMALITIES

1. Title

The Agreement shall be known as the Billanook College Ltd (Teachers) Certified Agreement, 2005 (“the Agreement”).

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3. Application

The Agreement applies to all teachers of Billanook College Ltd, located at 197-199 Cardigan Rd, Mooroolbark, Victoria, 3138, whose employment is regulated by the terms and conditions of the *Victorian Independent Schools - Teachers - Award 1998* (“the Award”).

4. Parties Bound

4.1 This Agreement has been made pursuant to the *Workplace Relations Act 1996*.

4.2 The Agreement shall be binding upon the employees of Billanook College Ltd and Billanook College Ltd.

5. Date and Period of Operation

This Agreement shall commence from the date of certification. The Agreement, as varied, will operate from the date of the order of the Commission and reach its nominal expiry on 31 December 2011.

6. Relationship to the Victorian Independent Schools - Teachers - Award 1998

6.1 The terms of the *Victorian Independent Schools – Teachers – Award 1998* (excluding Clause 22) that prescribe entitlements for employees, shall, as they stood on 26 March 2006 be the terms of this agreement, provided that:

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

6.1.2 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. (Deleted)

PART B - CLASSIFICATIONS AND CAREER PROGRESSION

8. Commitment to Professional Development

8.1 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.

8.2 Full-time Teaching Staff will ordinarily undertake a minimum of thirty (30) hours per year of professional development.

8.2.1 15 hours per year shall be in the Teacher's own time and 15 hours per year shall be during term time.

8.3 Professional development 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 continuation of the minimum of 1.5% of the annual payroll for the purpose of ensuring the availability of Professional Development for all employees.

- 8.4 In order to realise the goals of
- developing a learning culture inclusive of an understanding of different learning styles and instructional models.
 - effectively utilising ICT to support learning.

- 8.4.1 the employees make a commitment to:-
- become ICT literate
 - utilise ICT to facilitate learning
 - adopt a learning culture
 - implement the College's curriculum model and attend specific training and professional development activities provided by the College for this purpose.

- 8.5 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.

9. Performance Appraisal

The whole of this Clause will replace that specified in Clause 13.5 and 13.6 of the Award.

- 9.1. The Performance Appraisal is an opportunity for both employer/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.
- 9.2 The objectives of the Appraisal process are to:-
- improve learning opportunities and experiences for students.
 - acknowledge areas of achievement and provide feedback.
 - identify areas which may improve job satisfaction and efficiency.
 - identify any difficulties and the means to resolve these.
 - identify training and development needs that will contribute to continued growth.
 - strengthen working relationships between management and staff and enhance communication between both parties.
 - provide an opportunity for counselling
 - assist in the development and achievement of individual goals and those of the School.
- 9.3 The Appraisal will focus on personal reflection, joint consultation and problem solving to achieve the following outcomes:-
- an appraisal in relation to core competencies.
 - the chance to reflect critically on practice in a more formal and collaborative way.
 - a personal, professional development plan.
 - more focused professional development.
 - agreement regarding achievable goals for the next review period.
 - a professional portfolio.
 - a culture focused on continuous improvement and learning centred.
- 9.4 The Appraisal process currently under review, will involve both self reflection and the opportunity to share reflections on professional practice with a

Manager in a trusting, open and mutually supportive climate.

- 9.5 The employer will not use this process in substitution for or as an alternative to due process.

10. Leading Teacher (Classroom) - Description

Teaching staff can pursue career opportunities as a Leading Teacher in the classroom.

In recognition of highly skilled classroom practice at Billanook College an eligible Staff member may apply for appointment to a specialist teaching position of responsibility as a leading classroom teacher.

Appointment to this classification cannot be held concurrently with a designated Position of Responsibility.

10.1 Leading Teacher (Classroom)

There are two levels of Leading Teacher (Classroom), above the salary scale which recognise merit and excellence in teaching practice rather than simply length of teaching service, and reward leadership in teaching and learning.

- 10.2 **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 1/LTC1.

10.2.1 Teachers must also have given at least one year of service at Billanook College prior to their application.

10.2.2.1 Advancement to Leading Teacher (Classroom) Level 2, LTC2 can only occur after a teacher has been classified at LTC1 for at least twelve months and is able to demonstrate their achievements in the nominated area of leadership and ongoing commitment to leadership and excellence in teaching and learning.

10.3 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.
- Mentor younger and/or inexperienced teachers.
- Lead and conduct professional development programs and activities.
- Become an expert reference in teaching and learning styles.
- Be prepared to teach model lessons.
- Trial and practice new teaching and learning methodologies.
- Assist and develop new directions in teaching practice at the Faculty level.
- Develops and promotes initiatives that enhance student learning.
- Leads a learning team.

10.4 **Selection Criteria**

10.4.1 Teachers promoted to Leading Teacher (Classroom) Level 1 will demonstrate a highly skilled level of teaching along with the ability to guide, assist and support other teachers. In addition evidence of leadership is required in at least 5 of the following areas as well as professionalism:-

- Curriculum Development & 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 & 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.
- Instructional Skills with particular reference to the use of a variety of instructional techniques, 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 development, personal standards of conduct, contributions to the team, support of colleagues, contribution to the profession and support of School goals.

10.4.2 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.

10.5 **Application Process – Leading Teacher (Classroom) Level 1**

10.5.1 An eligible teacher can apply to the Principal for promotion to Leading Teacher (Classroom) Level 1 or Level 2.

10.5.2 The application will provide the Principal with detailed evidence relating to the achievement of the selection criteria.

10.5.3 Two referees are to be nominated by the applicant and two referees are to be nominated by the Principal.

10.5.4 Not more than one (1) application shall be made per annum.

10.5.5 All applicants have a right to an interview. Interviews will be generally held within two (2) weeks of receipt of the complete application including references.

10.5.6 The interview will be conducted by the Principal 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 to LTC1.

- 10.5.7 The candidate would be expected to nominate how she/he would contribute to the College as a Leading Teacher as outlined in 10.3.
- 10.5.8 The outcome of the interview is to be communicated in writing to the applicant within one (1) week of the interview.
- 10.5.9 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.
- 10.5.10 Within one (1) 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.
- 10.5.11 The written result of the appeal will be provided advising of the decision within one week of the appeal.

10.6 Application Process- Leading Teacher (Classroom) Level 2

- 10.6.1 An eligible teacher can apply to the Principal for promotion to Leading Teacher (Classroom) Level 2 following a successful performance appraisal as a Leading Teacher (Classroom) Level 1.
- 10.6.2 The application should be in the form of a letter citing evidence which meets the requirements set out in Clause 10.2.2 of this Agreement.
- 10.6.3 Where an application for promotion to this classification (LTC2) is rejected a written statement shall be given to the applicant advising how the criteria have not been met.
- 10.6.4 Should an applicant wish to appeal this decision, an appeal may be lodged as outlined in Clause 10.5.10 of this Agreement.

10.7 Performance Appraisal

Performance appraisal will be conducted pursuant to Clause 9 on an annual basis.

10.8 Tenure

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

- 10.8.1 Should an LTC Teacher fail to maintain/meet satisfactory performance the classification level will be withdrawn and the teacher will revert to their previous classification level.

PART C - REMUNERATION

11. Rates of Pay

The scheduled rates of pay are payable on the signing by both parties of this agreement.

11.1 Schedule of Rates of Pay

The following annual rates of pay will be paid to full-time, registered teachers. These rates will replace those specified in Clause 13.1 of the Award.

| Level | 1 January 2009 \$ | 1 July 2009 \$ | 1 January 2010 \$ | 1 January 2011 \$ |
|--------------|----------------------------------|-------------------------------|----------------------------------|----------------------------------|
| 1 | 52,600 | 54,400 | 56,032 | 57,713 |
| 2 | 53,800 | 57,400 | 59,122 | 60,896 |
| 3 | 55,500 | 59,000 | 60,770 | 62,593 |
| 4 | 56,800 | 60,800 | 62,624 | 64,503 |
| 5 | 58,600 | 62,600 | 64,478 | 66,412 |
| 6 | 60,400 | 64,400 | 66,332 | 68,322 |
| 7 | 61,400 | 66,500 | 68,495 | 70,550 |
| 8 | 63,000 | 68,500 | 70,555 | 72,672 |
| 9 | 66,000 | 70,800 | 72,924 | 75,112 |
| 10 | 75,500 | 78,000 | 81,340 | 83,780 |
| LTC1 | 76,500 | 79,000 | 82,370 | 84,841 |
| LTC2 | 77,500 | 80,000 | 83,400 | 85,902 |

11.2 (Deleted)

11.3 Emergency Teacher rates

These rates will replace those specified in Clause 15.3 of the Award.

| | 1 January 2009 \$ | 1 July 2009 \$ | 1 January 2010 \$ | 1 January 2011 \$ |
|------------|----------------------------------|-------------------------------|----------------------------------|----------------------------------|
| Per Day | 236.47 | 243.56 | 250.87 | 258.39 |
| Per Period | 59.12 | 60.89 | 62.72 | 64.60 |
| Per Hour | 36.38 | 37.47 | 38.60 | 39.75 |

11.4 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 kilometre 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.

11.4.1 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.

11.4.2 Use of a private vehicle on College business by any member of the College shall not exceed 1000 kilometres in any one calendar year.

11.4.3 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 Commonwealth Taxation Office for tax deduction purposes.

- 11.4.4 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.
- 11.4.5 A claim for vehicle reimbursement should indicate details of the journey, number of kilometres travelled and the rate of vehicle allowance claimed.
- 11.4.6 Reimbursements paid to employees will be included on the relevant group certificates for those employees.

PART D. HOURS AND DUTIES

12. Pastoral Care Duties

- 12.1 Billanook College Ltd’s mission is to provide all students with a high level of pastoral care and wise counselling in all aspects of School life so that students may:-
be tolerant and courteous; consider others; develop high moral values and initiative; fulfil their abilities, interests and aspirations and gain a sense of self-esteem and personal maturity.
- 12.2 The parties to the Agreement agree that pastoral care for students is a responsibility of the whole College Staff. To ensure that a high level of pastoral care is delivered to all students through the Homegroup system, it is agreed that until the Pastoral Committee makes firm recommendations for changes to the delivery of pastoral care of students, where possible two teachers will take responsibility for the pastoral care of each Homegroup.

12A. Hours of Work

12A.1 Definitions

- 12A.1.1 The following definitions apply:

| | |
|-----------------|-----------------------------------------------------------------------------------------------|
| Attendance Time | means all days of the School Year less the Non Attendance Time and the period of annual leave |
|-----------------|-----------------------------------------------------------------------------------------------|

| | |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non Attendance Time | means a period of time that will be announced in advance of the new School Year and will not be less than the school holidays mandated by the Victorian government for Victorian government teachers (less 4 weeks’ annual leave) |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 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 |
|------------------|---------------------------------------------------------------------------------------------------------------------------------|

- 12A.1.2 The ordinary hours of work for a Full Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year, except that;

- where this Agreement comes into effect from a date other than the first day of the School Year, the first period of averaging will be for the remainder of that School Year, or
- where a Teacher is employed for part only of a School Year, the averaging will be for that part of the School Year.

12A.1.3. In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teacher's duties.

12A.1.4 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.

12A.2 Non Attendance Time

12A.2.1 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.

12A.2.2 Non Attendance Time is not a period of authorised leave for the purpose of the Act.

12A.2.3 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 12A.2.4.

12A.2.4 If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year or a Teacher is employed for part only of a School Year, the Teacher is entitled to a payment for Non Attendance Time in recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

| | | |
|----------------------------------------------------------------------------------------------------------------|---|-----------------------------------------|
| $\frac{\text{Teacher's Attendance Time}^* \times \text{Non Attendance Time}}{\text{School's Attendance time}}$ | - | 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.

12A.3 Annual Leave

12A.3.1 Annual Leave is in accordance with the Australian Fair Pay and Conditions Standard (Division 4 of Part 7) of the Act, except where more favourable terms are provided in this Agreement. This clause does not reproduce Division 4 of Part 7 of the Act in full.

12A.3.2 A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.

12A.3.3 A Teacher must take an amount of annual leave during each of the shutdown periods following the end of term 1, 2, 3 and 4. 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.

12A.3.4 A Teacher will take all accrued annual leave during the Shut Down Period

12A.3.5 Where the Teacher has not accrued sufficient annual leave to cover the Shut Down Period, the Teacher is entitled to unpaid leave.

13. Part-Time Employment

- 13.1 A part-time teacher may expect to undertake a proportionate amount of duties normally expected of full-time teachers.
- 13.2 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.
- 13.3 Part-time employment may be pursued on a job sharing basis pursuant to Clause 14 of the Agreement.

14. Job Sharing

- 14.1 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. Job sharing can only occur for full-time positions.
 - 14.1.1 Employees who choose to job share will continue to participate in Staff development programs such as professional development and performance appraisal.
 - 14.1.2 If appropriate, job sharing may be available by agreement between the Principal as the representative of the employer, relevant supervisor and the employees concerned.
 - 14.1.3 The employer will co-ordinate 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.
 - 14.1.4 The job sharers in conjunction with the appropriate supervisor will determine how the job is to be split and agree on the hours of duty.
 - 14.1.5 For Teachers the face to face teaching of the job share team must be greater than 6 hours per week but not in excess of the hours of a full-time teacher. Hours can be averaged over a ten (10) day teaching cycle.
 - 14.1.6 A job sharer's fortnightly hours will be set as the 'normal pattern of hours' and will not be changed except by mutual consent of both the job sharers and the employer.
 - 14.1.7 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.
 - 14.1.8 In the case of a short-term absence, such as sick leave or carer's leave of one of the job sharers, the remaining job sharer may volunteer to relieve.
 - 14.1.9 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.

- 14.1.10 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.
- 14.1.11 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.
- 14.1.12 Subject to the Agreement and the relevant award, 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.
- 14.1.13 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.
- 14.1.14 The number of hours to be worked by each job sharer, when and how those hours are to be worked, overlap time and the job description for the position shall be set out in writing by the employer upon beginning the job share arrangement and at the beginning of each School year, and at any other time when a variation occurs. The job description issued will be that prepared for the established position.
- 14.1.15 The status, classification, nature and responsibility of a position shall not alter whether the position is being filled on a share or individual basis.
- 14.1.16 An individual job sharer may indicate their intention to terminate a job sharing arrangement on giving the required amount of notice (pursuant to Clause 13 of the Award) in writing to the Principal as the representative of the employer.
- 14.1.17 In the event one job sharer vacates the position for whatever reason, the remaining job sharer's employment is secure. There are four (4) 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 full-time 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).
- 14.1.18 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 or service. All accrued benefits are transferable from one mode of employment to another.

PART E - LEAVE

15. Long Service Leave

In addition to the Long Service Leave entitlement prescribed in Clause 27 of the Award, teachers may apply to the Principal for pro-rata Long Service Leave after 7 years of continuous service at Billanook College in accordance with the College's Leave Policy. Guidelines to be applied by the Principal when considering a proposal for pro-rata long service leave include the timing of the leave and its impact on the

operation of the College.

15.1 Payment in Lieu of Leave

15.1.1 In lieu of Section 74 of the Long Service Leave Act 1992 (Vic), the College and the employee may agree that the employee will receive payment in lieu of taking leave provided:-

- that the quantum of leave taken (ie, as leave taken and payment in lieu) is not less than that which would be accrued under the Agreement over each 10 year period of continuous service).

15.1.2 Where the employee requests and the College agrees to partial payment in lieu of taking accrued Long Service Leave, all existing leave entitlements and future accruals on Long Service Leave will be regarded as consisting of two (2) components pursuant to Clause 15:-

- 75% of the entitlement must be taken as leave, and
- 25% of the entitlement may be taken as leave or payment pursuant to Clause 15.1.1.

15.1.3 The partial payment in lieu of taking Long Service Leave is not available until the employee has completed 10 years of continuous service.

16. Personal Leave

16.1 Clauses 16.2 and 16.3 are to be read in conjunction with Part 6, Clause 26 (Personal Leave); Clause 29 (Examination Leave); and Clause 30 (Qualification Conferral Leave) of the Award.

16.2 All full-time employees are entitled to fifteen (15) days of paid sick 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.

16.3 In addition to Clause 16.2 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 Award, this leave may be applied for and may be used to supplement bereavement/compassionate leave, for family purposes, examination leave or qualification conferral leave. In any given year the unused portion of this leave will **not** accumulate from year to year.

17. Conditions for use of Personal Leave

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

17.2 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.

17.3 The entitlement in Sub Clause 16.2 to use personal leave for carer's leave purposes is subject to:-

17.3.1 the employee being responsible for the care of the person concerned;
and

17.3.2 the person concerned being either:-

- a member of the employee's **immediate family** (as defined in Sub

Clause 17.6 of the Agreement), or

- a member of the employee's household.

- 17.4 The entitlement in Sub Clause 16.3, to use paid leave for compassionate and/or bereavement leave, examination leave or qualification conferral leave purposes is subject to the production of satisfactory evidence.
- 17.5 The entitlement in Sub Clause 16.3 to use paid leave for compassionate and/or bereavement purposes is subject to:
- the Principal being satisfied that the leave is being taken on account of death or serious illness of someone in the employee's **immediate family** (as defined in Sub Clause 17.6 of the Agreement).
- 17.6 The term "immediate family" refers to :-
- A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to an employee means a person of the opposite, or same, sex to the employee who lives with the employee as their husband or wife on a bona fide domestic basis although not legally married to the employee; or
 - A child or an adult child (including adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

18. Unpaid Leave

- 18.1 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.
- 18.2 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.

19. Parental Leave

- 19.1 The provisions of Parental Leave under Clause 32 of the Award shall apply save that:-
- 19.2 Where an employee, other than an employee on a casual, fixed term, replacement or specified term contract of employment with the School, 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.
- 19.3 Where an employee is granted unpaid parental leave, as the primary caregiver, that employee is entitled to a parental allowance equivalent to twelve (12) weeks salary at the employees ordinary rate of pay, to be taken in the first twelve (12) 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.

- 19.4 Where an employee is granted paternity or adoption leave in accordance with the Award 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 a parental allowance at the employee's ordinary rate of pay for a total of five (5) days of paternity or adoption 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.
- 19.5 An employee must have a minimum of 12 months' service, if returning from parental leave, before being eligible for a further payment of a parental allowance pursuant to 19.3.
- 19.6 Where the School employs both parents of the child, only one parent will be entitled to receive payment pursuant to 19.3.
- 19.7 The parental allowance is not payable during a period of paid leave.
- 19.8 Neither parental leave nor the parental allowance is counted for the purpose of accrual of any benefits or entitlements under this Agreement or "the Award".
- 19.9 Where legislation is implemented providing for payment during a period of parental leave, the parental allowance available under this Agreement will absorb any legislated entitlement.

PART F - APPOINTMENT AND TERMINATION

20. Letter of Appointment

Upon engagement the employer will provide an employee (other than an emergency teacher) with a letter of appointment.

21. Redundancy

- 21.1 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.
- 21.2 In this event the employer will hold discussions with the employee directly affected as soon as practicable.
- 21.3 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.

22. Severance Pay

22.1 The following rates will replace those specified in Clause 10.3.1 of the Award 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 |

22.2 The following rates will replace those specified in Clause 10.3.1 of the Award 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 |

23. Due Process

23.1 Except in circumstances justifying Summary Dismissal of an employee, the employer will implement due process where termination of employment is being considered for reasons related to conduct or performance.

23.2 Due process will commence with the employer advising the employee in writing of:-

- the concerns with the employee's conduct or performance;
- the time, date and place of the first due process meeting;
- the employee's right to be accompanied by a nominee of his/her choice at all due process meetings;
- the right to terminate the employment should due process not resolve the concerns.

23.3 Due process meetings will:-

- include discussion of the employer's concerns with the employee's conduct or performance;
- give the employee an opportunity to respond to the concerns;
- include discussion of any counselling or assistance, where appropriate, available to the employee;
- include documentation, where appropriate;
- set periods of review, as appropriate.

23.4 If, following due process, 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.

PART G - OTHER CONDITIONS

24. Introduction of Major Change

- 24.1 Where the employer has made a definite decision to introduce major changes in the program, organisation, structure or technology that are likely to have significant effects on employees, the employer will:-
- discuss the proposed changes with the employee who may be affected as early as practicable.
- 24.2 The employer will provide relevant information concerning the nature of the changes including:-
- the expected effects of the changes on employees.
 - details or any measures to avert or mitigate any adverse effects of the proposed changes.
 - give prompt consideration to matters raised by employees.
- 24.3 For the purposes of such discussions under 24.1 and 24.2 confidential information inimical to the employer's interests will not be disclosed.
- 24.4 "Significant effects" are defined to include:-
- termination of employment;
 - major changes in the composition, operation, Staffing levels or in the skills required;
 - the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - the alteration of hours of work; and
 - the restructuring of jobs.

25. Consultative Committee

- 25.1 Parties to the agreement are committed to continual, real and on-going consultation to maintain and identify further models for continuous improvement 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.
- 25.1.1 The Principal on behalf of the employer shall consult with the Consultative Committee on matters such as on-going industrial issues, teacher workload issues, and the implementation of the Agreement.
- 25.2 This committee will be convened by the Deputy Principal 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.
- 25.3 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.

- 25.4 All parties shall have the right to put forward issues for the Agenda and that Agenda will be circulated three days prior to the meeting and will be displayed on appropriate noticeboards. Meetings will take place within working hours.
- 25.5 Minutes of the committee meetings will be recorded and distributed to all employees.
- 25.6 The recommendations of the Consultative Committee will be carried forward to management, who will respond in writing within one week.

26. Dispute Resolution Procedure

- 26.1 It is agreed between the parties that wherever possible informal means will be used to resolve a dispute regarding the terms of the Agreement and its implementation.
- 26.2 In the case where informal means are not successful in resolving a dispute, the parties shall meet and seek to resolve the dispute.
- 26.3 In the event that after ten (10) days the dispute cannot be resolved by informal means, the parties may agree to refer the matter to a mutually acceptable mediator for resolution. The parties shall be entitled to representation if they desire.
- 26.4 If the matter cannot be resolved then either party may refer the matter to the Australian Industrial Relations Commission for conciliation and/or arbitration.
- 26.5 Without prejudice to any party, until the matter is determined in accordance with the above procedure, work shall continue as normal, save and except for issues of genuine safety.
- 26.6 Parties shall at all times confer in good faith and without undue delay.
- 26.7 Nothing in the Clauses above shall limit a union member from seeking advice from and/or representation by the Union, if the employee choses to do so.

27. Equal Employment Opportunity

- 27.1 Billanook College Ltd is an equal opportunity employer. All employees are entitled to work in an environment free from discrimination. Billanook College will recruit, employ, train, develop and promote personnel on the basis of experience, skills and on the individual's job performance.
- 27.2 In addition to complying with the relevant legislation the parties to the Agreement agree to continue developing and implementing an agreed policy to ensure that all individuals have the same rights and opportunities to training, job access and advancement.
- 27.3 The measures taken by the parties to assist with the implementation of Equal Opportunity for Women in the Workplace will be consistent with the Equal Opportunity Policy Statement outlined in the Billanook Staff Handbook.

28. Occupational Health and Safety

- 28.1 The parties to the Agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing occupational health and safety issues which aims to:
- control hazards at the source;
 - reduce the incidence and costs associated with occupational injury or illness;
 - review work and management practices affecting the interrelationship between efficiency, productivity and health and safety.
- 28.2 Consultative mechanisms should address occupational health and safety issues. Such a mechanism will include:
- 28.2.1 An OH&S Committee with representatives from all areas of operation within the School and a union representative as well as a management representative of the Employer.
- 28.2.2 The OH&S committee will meet at least once every School term and will facilitate cooperation between management and employees on health and safety matters including development, implementation and review of OH&S policy and procedures, analysis of incident/injury trends and workers compensation performance and review of accident occurrence reports together with reports on preventative action taken.
- 28.3 OH&S committee meeting minutes will be circulated.
- 28.4 OH&S representatives will be provided with paid leave to attend appropriate training.
- 28.5 Workplace training programs for management and employees will outline the OH&S policy and procedure, particular hazards associated with the job, control measures applicable to each hazard and how to utilise OH&S systems to identify hazards and instigate preventative actions.
- 28.6 A smoke free environment is a commitment of both employer and employee:-
- 28.6.1 the employer will provide financial assistance and support for employees to quit smoking.
- 28.6.2 employees undertake to adhere to the School's OH&S policies.
- 28.7 The responsibilities of the employees will be to:-
- 28.7.1 support and comply with management on safety issues;
- 28.7.2 have a duty to take sufficient and/or adequate care for their own health and safety and of others affected by their actions at work;
- 28.7.3 comply with the safety procedures and directions as agreed between management and the OH&S committee as their representatives;
- 28.7.4 report potential and actual hazards to their elected OH&S representatives in accordance with agreed College procedures for accident and incident reporting;
- 28.7.5 participate in all safety programs.

- 28.8 The responsibilities of the employer will be to:
 - 28.8.1 institute a procedure for collecting and collating information on the nature of hazards and incidence of injury as well as preventive measures undertaken. This information will be made available to members of the OH&S committee.
 - 28.8.2 take prompt action to deal with any health and safety problems in line with the OH&S Policy Statement and System of Procedure outlined in the Billanook Staff Handbook.

PART H - DECLARATION AND SIGNATORIES

29. Declaration

This enterprise Agreement has been negotiated through extensive consultation between management and employees. The content of the agreement has been canvassed with all parties. The parties are entering into the Agreement with full knowledge as to the content and effect of the document.

30. Signatories

The Agreement is made at Billanook College Ltd on this date: 16/10/2009

Signed for and on behalf of Billanook College Ltd (Employer)



In the presence of:


 C/A 1935997

Date: 16/10/2009

Signed for and on behalf of all Teachers of Billanook College Ltd (Employees):



In the presence of:

 C/A 1935997

Date: 16/10/2009